



Islamorada, Village of Islands

REGULAR VILLAGE COUNCIL MEETING

August 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.** Village Council Recognition of Officer Julian Garcia
- 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. CITIZENS' ADVISORY COMMITTEE REPORTS & APPOINTMENTS**
 - A.** Historic Preservation Commission Update - Barbara Edgar (Chair) **TAB 1**
 - B.** Land Acquisition Citizens Advisory Committee Report - Greg Dully (Chair) **TAB 2**
- VII. MAYOR / COUNCIL COMMUNICATIONS**
- VIII. VILLAGE ATTORNEY / VILLAGE MANAGER COMMUNICATIONS**
 - A.** Parmelee Key Eagle Nest Report **TAB 3**
 - B.** Land Acquisition Fund: Brief Update **TAB 4**
- IX. CONSENT AGENDA**
 - A.** Regular Village Council Meeting Minutes of July 9, 2024 **TAB 5**
(Marne McGrath, Village Clerk)
 - B.** Resolution Approving Work Authorization No. 5 with Tim Matthews Tree & Landscaping 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. 5 WITH TIM MATTHEWS TREE & LANDSCAPING, INC FOR COMPLETION OF A RIGHT-OF-WAY PLANTING PROJECT ON WINDLEY KEY; AUTHORIZING VILLAGE OFFICIALS TO IMPLEMENT THE TERMS AND CONDITIONS OF THE AGREEMENT; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE WORK AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE

- C. Resolution Approving Work Authorization No. 16 with WSP USA Environment & Infrastructure, Inc. for Continued Lower Matecumbe Canals Restoration Culvert Project Permitting **TAB 7** (Peter Frezza, Environmental Resources Manager)

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING WORK AUTHORIZATION NO. 16 WITH WSP USA ENVIRONMENT & INFRASTRUCTURE, INC. FOR LOWER MATECUMBE CANALS RESTORATION CULVERT PROJECT CONTINUED PERMITTING PHASE AND CONTRACTOR PROCUREMENT; AUTHORIZING VILLAGE OFFICIALS TO IMPLEMENT THE TERMS AND CONDITIONS OF THE PROJECT AGREEMENT; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE WORK AUTHORIZATION NO 16; AND PROVIDING FOR AN EFFECTIVE DATE

- D. Resolution Approving an Agreement with Adventure Environmental, Inc. for Canal 147 Backfill Restoration Project **TAB 8** (Peter Frezza, Environmental Resources Manager)

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING THE RECOMMENDATION OF THE RFP 24-11 EVALUATION COMMITTEE FOR SELECTION OF A CONTRACTOR FOR THE CANAL 147 BACKFILL RESTORATION 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 AN EFFECTIVE DATE

- E. Resolution Approving TDC FY 25 Capital Project Grant Award #3243 for Founders Park Inclusive Playground **TAB 9** (Maria Bagioti, Founders Park Director)

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, ACCEPTING THE GRANT AWARD FROM THE MONROE COUNTY TOURIST DEVELOPMENT COUNCIL ("TDC") FOR FOUNDERS PARK BEACH INCLUSIVE PLAYGROUND; APPROVING THE GRANT

AGREEMENT #3243 BETWEEN MONROE COUNTY, FLORIDA AND ISLAMORADA, VILLAGE OF ISLANDS TO PROVIDE REIMBURSEMENT FUNDING FOR THE PROJECT FROM THE TDC DURING FISCAL YEAR 2024-2025; AUTHORIZING THE VILLAGE MAYOR TO EXECUTE THE AGREEMENT; AUTHORIZING VILLAGE OFFICIALS TO IMPLEMENT THE TERMS AND CONDITIONS OF THE AGREEMENT; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; AND PROVIDING AN EFFECTIVE DATE

- F. Resolution Approving and Ratifying FY 23–24 Purchases from Ferguson Waterworks for the Wastewater Department **TAB 10** (A.J. Engelmeyer, Public Works Director)

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, RATIFYING PURCHASES FROM FERGUSON WATERWORKS FROM THE BEGINNING OF FY 2023-2024 THROUGH JUNE 1, 2024; AUTHORIZING ADDITIONAL PURCHASES THROUGH THE END OF FY 2023-2024; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; APPROVING A WAIVER OF COMPETITIVE BIDDING; AND PROVIDING FOR AN EFFECTIVE DATE

- G. Resolution Approving and Ratifying FY 23-24 Purchases from Tencarva for the Wastewater Department **TAB 11** (A.J. Engelmeyer, Public Works Director)

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, RATIFYING PURCHASES FROM TENCARVA MACHINERY CO LLC FROM THE BEGINNING OF FY 2023-2024 THROUGH JULY 17, 2024; AUTHORIZING ADDITIONAL PURCHASES THROUGH THE END OF FY 2023-2024; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; APPROVING A WAIVER OF COMPETITIVE BIDDING; AND PROVIDING FOR AN EFFECTIVE DATE

- H. Resolution Approving the Ranking of the RFP 24-13 Evaluation Committee for a Full Renovation and Upgrade of the Public Restroom Facility at the Library Beach Park **TAB 12** (A.J. Engelmeyer, Public Works Director)

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING THE FINAL RANKINGS AND RECOMMENDATIONS OF THE RFP 24-13 EVALUATION COMMITTEE FOR LIBRARY BEACH BATHROOM FACILITY RENOVATION; AUTHORIZING THE VILLAGE MANAGER 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 FOR AN EFFECTIVE DATE

- I. Resolution Approving the Ranking, Recommendation, and Agreement for RFP 24-12 Emergency Generator Maintenance and Repair **TAB 13** (Terry Abel, Fire Chief)

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING THE FINAL RANKINGS AND RECOMMENDATIONS OF THE RFP 24-12 EVALUATION COMMITTEE FOR SELECTION OF A CONTRACTOR FOR EMERGENCY GENERATOR REPAIR AND MAINTENANCE; 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

X. RESOLUTIONS

- A.** Reservation of BPAS Affordable Allocations for Woods Avenue Development **TAB 14** (Jennifer DeBoisbriand , Planning Director)
A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, ESTABLISHING AUTHORIZATION FOR THE RESERVATION OF BUILDING PERMIT ALLOCATION SYSTEM (BPAS) AFFORDABLE DWELLING UNIT ALLOCATIONS FOR AWARD TO THE PROPOSED WOODS AVENUE DEVELOPMENT; AND PROVIDING FOR AN EFFECTIVE DATE
- B.** Resolution Adopting the Islamorada Watershed Management Plan **TAB 15** (Erin Deady, Lori Lehr, Megan Rumbaugh, Floodplain/CRS Coordinator)
A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, ADOPTING THE ISLAMORADA WATERSHED MANAGEMENT PLAN; PROVIDING FOR AN EFFECTIVE DATE
- C.** Resolution Approving the Ranking, Recommendation and Agreement for RFP 24-10 Comprehensive Plan Update **TAB 16** (Jennifer DeBoisbriand , Planning Director)
A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA APPROVING THE SELECTION AND RECOMMENDATION OF THE RFP 24-10 EVALUATION COMMITTEE FOR THE COMPREHENSIVE PLAN UPDATE; AUTHORIZING THE VILLAGE MANAGER AND VILLAGE ATTORNEY TO NEGOTIATE AN AGREEMENT FOR THE PROJECT; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE AGREEMENT; AUTHORIZING A BUDGET AMENDMENT; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; AND PROVIDING FOR AN EFFECTIVE DATE
- D.** Resolution Approving the FY 24-25 Stormwater Services Non-Ad Valorem Assessment Rate and Roll **TAB 17** (Lisa Lynch, Finance Director)
A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, RELATING TO THE PROVISION OF STORMWATER MANAGEMENT SERVICES;

**REIMPOSING STORMWATER SERVICE ASSESSMENTS
AGAINST CERTAIN REAL PROPERTY WITHIN ISLAMORADA,
VILLAGE OF ISLANDS FOR THE FISCAL YEAR BEGINNING
OCTOBER 1, 2024; APPROVING THE STORMWATER
ASSESSMENT ROLL FOR THE STORMWATER SERVICE
ASSESSMENTS; PROVIDING FOR COLLECTION OF THE
STORMWATER SERVICE ASSESSMENTS; AND PROVIDING
FOR AN EFFECTIVE DATE**

- E. Resolution Approving the FY 24-25 Final Solid Waste Non-Ad Valorem Assessment Rate for Residential Services and Roll **TAB 18** (Lisa Lynch, Interim Finance Director)

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

- F. Resolution Approving FY 24-25 North Plantation Key Non-Ad Valorem Assessment Rate and Roll **TAB 19** (Lisa Lynch, Finance Director)

**A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA,
VILLAGE OF ISLANDS, FLORIDA, RELATING TO THE
CONSTRUCTION AND FUNDING OF WASTEWATER
COLLECTION AND TREATMENT FACILITIES WITHIN THE
NORTH PLANTATION KEY ASSESSMENT AREA; REIMPOSING
SPECIAL ASSESSMENTS FOR THE FISCAL YEAR BEGINNING
OCTOBER 1, 2024; APPROVING THE ASSESSMENT ROLL;
PROVIDING FOR COLLECTION OF THE ASSESSMENTS; AND
PROVIDING FOR AN EFFECTIVE DATE**

- G. Resolution Approving the FY 24-25 North Plantation Key Woods Corner Wastewater Non-Ad Valorem Assessment Rate and Roll **TAB 20** (Lisa Lynch, Finance Director)

**A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA,
VILLAGE OF ISLANDS, FLORIDA, RELATING TO THE
COLLECTION OF WASTEWATER FEES AND ADMINISTRATIVE
COSTS WITHIN THE WOODS CORNER ASSESSMENT AREA;
REIMPOSING SPECIAL ASSESSMENTS FOR THE FISCAL YEAR
BEGINNING OCTOBER 1, 2024; APPROVING THE ASSESSMENT
ROLL; PROVIDING FOR COLLECTION OF THE ASSESSMENTS;
AND PROVIDING FOR AN EFFECTIVE DATE**

- H. Resolution Approving FY 24-25 North Plantation Key Supplemental Wastewater Non-Ad Valorem Assessment Rate and Roll **TAB 21** (Lisa Lynch, Finance Director)

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

**CONSTRUCTION AND FUNDING OF WASTEWATER
COLLECTION AND TREATMENT FACILITIES WITHIN THE
NORTH PLANTATION KEY SUPPLEMENTAL ASSESSMENT
AREA; REIMPOSING SPECIAL ASSESSMENTS FOR THE
FISCAL YEAR BEGINNING OCTOBER 1, 2024; APPROVING THE
ASSESSMENT ROLL; PROVIDING FOR COLLECTION OF THE
ASSESSMENTS; AND PROVIDING FOR AN EFFECTIVE DATE**

- I. Resolution Approving FY 24-25 Remaining Service Area Phase I
Wastewater Non-Ad Valorem Assessment Rate and Roll **TAB 22**
(Lisa Lynch, Interim Finance Director)

**A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA,
VILLAGE OF ISLANDS, FLORIDA, RELATING TO THE
CONSTRUCTION OF WASTEWATER COLLECTION AND
TREATMENT FACILITIES FOR THE WASTEWATER
ASSESSMENT AREA WITHIN THE VILLAGE EXCLUDING THE
NORTH PLANTATION KEY, WOODS CORNER, AND NORTH
PLANTATION KEY SUPPLEMENTAL ASSESSMENT AREAS;
REIMPOSING SPECIAL ASSESSMENTS FOR THE FISCAL YEAR
BEGINNING OCTOBER 1, 2024; APPROVING THE ASSESSMENT
ROLL; PROVIDING FOR COLLECTION OF THE ASSESSMENTS;
AND PROVIDING AN EFFECTIVE DATE**

- J. Resolution Approving FY 24-25 Remaining Service Area Phase II
Wastewater Non-Ad Valorem Assessment Rate and Roll **TAB 23**
(Lisa Lynch, Finance Director)

**A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA,
VILLAGE OF ISLANDS, FLORIDA, RELATING TO THE
CONSTRUCTION AND FUNDING OF WASTEWATER
COLLECTION AND TREATMENT FACILITIES FOR PHASE II OF
THE WASTEWATER ASSESSMENT AREA WITHIN THE VILLAGE
BUT EXCLUDING THE NORTH PLANTATION KEY, NORTH
PLANTATION KEY SUPPLEMENTAL AND WOODS CORNER
ASSESSMENT AREAS; REIMPOSING SPECIAL ASSESSMENTS
FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2024;
APPROVING THE ASSESSMENT ROLL; PROVIDING FOR
COLLECTION OF THE ASSESSMENTS; AND PROVIDING AN
EFFECTIVE DATE**

XI. AFTER ACTION REPORT

- A. After Action Report **TAB 24**

XII. ADJOURNMENT

Options for Viewing the Village Council Meeting:

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

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

Option 1: Email your comments.

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

Option 2: Call in During the Meeting.

1. If phoning in, dial 305-224-1968 and enter the webinar **ID: 911 0656 4166** followed by #. When the Mayor opens public comment pertaining to the agenda item you are interested in dial *9 to be recognized by the Zoom meeting monitor. The Monitor will call you by the last four digits of your phone number. **Please be sure to unmute your phone when you are called upon.**
2. If watching online via Zoom: Open the Zoom webinar link <https://zoom.us/j/91106564166> and follow the prompts to join the webinar. When the Mayor opens public comment use the "raise your hand" feature to be recognized by the meeting monitor. Public comments will be heard in the order in which they are received.

ADA Assistance:

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



Council Communication

To: Mayor and Village Council
From:
Date: August 7, 2024
SUBJECT: Village Council Recognition of Officer Julian Garcia

Background:

Monroe County Sheriff's Officer Julian Garcia was seriously injured on April 9, 2024, while he was handling a traffic stop on U.S. 1. During the traffic stop, a drunk driver struck his patrol cruiser as Officer Garcia was walking between his patrol car and the vehicle he had pulled over, pinning him between the vehicles. A successful community fundraiser was held for Officer Garcia on Sunday, June 23, with some highlights captured by Frank Meulenberg, of the Village's Information Technology Department, in a great YouTube video, available for viewing here: https://www.youtube.com/watch?v=aJ51JL_yAF8

Analysis:

Budget Impact:

Staff Impact:

Recommendation:

Attachments: None

Historic Preservation Commission
July 10, 2004

The last HPC meeting was held on July 10th

At the meeting we approved the minutes to the previous meeting which was held on June 12, 2004.

The HPC discussed a photo calendar with old photographs showing historic sites in Islamorada. Several local banks used to put the calendars out each year but to our knowledge they no longer do.

These could be given out to locals or visitors free of charge. We are working on prices from local companies. We discussed sponsorship for funds to have the calendars printed or if the village would have any funding for such a project. We would like to do this on an annual basis.

The HPC felt it was important to meet more frequently, to accomplish what we would like to do. We would like to meet every two months.

Update on the Hurricane Map. The map was delivered to the Village a few days before our meeting. I as chair asked that it be installed right before Labor Day and covered with a tarp. The Matecumbe Historical Trust would like to unveil the map at the Labor Day Service we hold each year. The map has the names and ages of those who perished, shows where bodies were found, where they were cremated or buried etc. after the Hurricane of Sept 2, 1935. This year the anniversary falls on Sept. 2nd. Anita will ask Public Works to contact me to arrange the placement of the map at the monument. This needs to be placed on Keystone to match the rest of the monument so we would like to have the Keystone in place soon.

We discussed the Historic Designation markers. Cory Able was working on this but has resigned from the HPC. Tammie Gurgiolo volunteered to take over and try to find someone that can make the Porthole design out of something which will withstand the elements. The design has been finished for several years.

One of the members of the HPC asked what the guidelines for our commission were. I told them the Village used to give out notebooks outlining what our duties are.

I will bring a copy to the next meeting and share it with members of the HPC.

Our next meeting will be held August 7th.

Barbara Edgar
Chair
Historic Preservation Commission

Land Acquisition Advisory Committee Report from July 24, 2024 Meeting

This is just a quick report to let you know that the Village Land Acquisition Advisory Committee met on July 24th and is eager to work with the Council. At the meeting, our new members were brought up to speed. A list of potential parcels was reviewed to identify priority parcels that could be purchased through the Village directly or with the Florida Forever state fund. The committee also discussed the updates to the Committee's Action Plan to retire development rights. The committee will continue to work with staff on finalizing this action plan.

The job of the committee is to preserve our environment in the Village by working with Florida Forever and many other agencies to identify and procure high quality hammock properties that still exist and might be endangered. While the Village can obtain land through owner donations, purchasing some parcels may be the way to acquire and protect these parcels and our environment.

To that end, we know that there has been discussion about the Village of Islamorada creating a land acquisition fund. The Land Acquisition Advisory Committee highly encourages the Village to create a budget line item for land acquisitions. A list of parcels that already are approved by Florida Forever has been provided to the Council and a second list of prioritized parcels is being completed which the committee will recommend sending to Florida Forever for approval and to advise on the use of acquisition funds.

We have some smart folks ready to work and provide solutions. The "advice" of the Advisory Committee is "Yes Please", move forward to create a land acquisition fund for the Village.



Council Communication

To: Mayor and Village Council
From: Robert Cole, Village Manager
Date: August 7, 2024
SUBJECT: Parmelee Key Eagle Nest Report TAB 3

Background:

Recent tree removal activity on Parmelee Key in the area of an eagle nest, which was completed under local permit (Attachment 5) and in accordance with federal rules and regulations, has piqued community concern over eagle nest protection, including questions of whether development should take place within the "Eagle Area," as indicated on the Final Plat of Subdivision for Parmelee Key (Attachment 1). For public transparency and to provide a factual accounting of the matter, the following information is provided as a Village Council update. Ultimately, legal counsel will provide guidance to the Village Council on whether [Village Code Section 30-431\(e\)](#) requires their consideration of a plat amendment or re-plat in order for development to occur within the platted Eagle Area, as further discussed below.

[Policy 6-1.4.10](#) of the Islamorada Comprehensive Plan, which establishes criteria for prioritizing sites for conservation purposes, specifically calls for prioritizing acquisition and/or protection of nesting sites of the southern bald eagle (*Haliaeetus leucocephala*), among other acquisition and protection priorities. In addition, [Policy 1-2.11.5](#) recognizes one specific eagle nest and buffer area for protection; it's the "Eagle Area" depicted on the attached Final Plat of Subdivision for Parmelee Key, Lower Matecumbe (Attachment 1). The Comp Plan also indicates the bald eagle nest in the southwest corner of the Lower Matecumbe Key Residential Low Area 1 shall be protected by a buffer zone in compliance with the guidelines and requirements incorporated in the [National Bald Eagle Management Guidelines, U.S. Fish and Wildlife Service, May 2007](#) (Attachment 2). Islamorada's environmental ethic is reflected in the Comprehensive Plan, and these citations speak to eagles, specifically.

For background purposes, Forsyth & Brugger, a law firm working on behalf of the property owner, RDB Industries, had submitted an email to planning staff in April 2023 seeking to "...amend the plat to remove designation as an eagle preserve area and convert it to a viable building lot." An application for a Plat Amendment was submitted and fee paid, but the application was not complete; it ultimately fell into abandoned status for lack of follow-up in response to staff requests for necessary supporting materials. In a letter addressed to the Islamorada Village Council dated November 20, 2023, seeking their approval for a Final Plat Modification (Attachment 3), EcoWild, a consulting group working with Forsyth & Brugger on behalf of the property owner, presented a report accompanied by a copy of a Short-Term Eagle Incidental Take Permit (ITP) issued by the United States Fish and Wildlife Service (USFWS).

The EcoWild transmittal (Attachment 3), which staff indicate was not submitted until the Pre-Application Meeting discussed in the next paragraph, identified one former eagle nesting location "lost during Hurricane Irma in 2017," for which they reported protective provisions of the [Bald Eagle and Golden Eagle Protection Act \(BGEPA\)](#) no longer apply, and another nearby eagle nest location (USFWS Nest #M0014) last reported to have been active in 2021-2022, which is protected under the BGEPA. The nest must be protected because it was reported to have been used by bald eagles during the past five breeding seasons. At present, there exists a 100' perimeter around nest #M0014, within which no project activity can occur. Outside that 100' perimeter, a variety of federal mandates and guidelines based on season, distance, type of activity, etc., establish what constitutes an impermissible disturbance to eagles or the nest site. The ITP attached to the EcoWild transmittal specifies the USFWS Authorizations and Conditions associated with human activity in the area of Nest #M0014. It should be noted that, despite the document's stated purpose, the Plat Amendment application submitted by Forsyth & Brugger remains in abandoned status. With the re-plat application in abandoned status, a Pre-Application meeting was requested in order to discuss and receive staff feedback and guidance on the topic of "Meeting to separate Eagle rea to make a lot according to the plat and not included within the community area."

Attachment 4 is the Pre-Application Meeting Summary (Summary) dated April 16, 2024, reference File No. PLPRE20240046. The discussion included consideration of a proposed development at the location described, in part, as the "Eagle Area" on Parmelee Key, and also included discussion of certain potential lot line adjustments. For added context, in order to build on the Eagle Area, and assuming no lot line adjustments, one of the nine TDRs allocated to the property would need to be assigned to the Eagle Area, leaving one of the Lots presently numbered 1 through 9 on the Final Plat (Attachment 1) without a TDR and therefore not buildable. Alternatively, should a contemplated lot line adjustment involving Lots 6, 7, and 8 be administratively approved by staff, which would eliminate Lot 7 by splitting it roughly in half with one part going to lot 6 and the other part going to Lot 8, that administrative adjustment would allow one of the nine TDRs to be used for the Eagle Area; the Eagle Area is not buildable without one of the nine TDRs being assigned to it. The Eagle Area is where eagle nest #M0014 is located and protected, as discussed above. While the owner's attorney in 2023, Forsyth & Brugger, and consultant at the time, EcoWild, pursued an effort for the Village Council to consider a "Final Plat Modification" and developed their report in support of the Plat Amendment application that was submitted, the Pre-Application Meeting Summary may have suggested to the owner and/or their agent(s) that a Plat Modification/Amendment is not necessary to achieve their project goals.

In response to the request for a "Meeting to separate Eagle rea to make a lot according to the plat and not included within the community area," and citing an opinion from our legal counsel, the staff Summary indicates that "...the lot is considered a buildable lot, and no other lot line adjustments for this area are necessary to accommodate construction," having added "Staff also discussed that any future modifications to the original plat (greater than three lot line adjustments) would require a re-plat application to be filed." At issue is whether a plat amendment requiring Village Council consideration is needed in order to properly authorize construction in the Eagle Area and any supporting lot line adjustment(s), or in the alternative whether staff have the administrative authority to effectuate the necessary changes administratively.

On that question, Village Code Section [30-431\(e\)](#) reads, "If a plat has been previously approved and recorded, technical or minor changes to the plat may be approved by the director of planning and development services. All other changes shall be considered in

accordance with the provisions of this division." For any change that is neither a mere technical correction nor minor in nature, the division otherwise requires that the proposed plat amendment be considered by the Village Council rather than staff.

Legal counsel was requested to review whether a Plat Modification/Amendment must be considered by the Village Council in order to redesignate the Eagle Area for development purposes and to make any lot line adjustment(s) the owner finds necessary to support TDR allocation to the Eagle Area.

Analysis:

Report only.

Budget Impact:

N/A

Staff Impact:

N/A

Recommendation:

Report only.

- Attachments:**
1. Attachment 1 - Parmelee Final Plat - PB7-88 (Parmelee Key_2)
 2. Attachment 2 - National-bald-eagle-management-guidelines_0
 3. Attachment 3 - Eagle Nest and ITP_ EcoWild Letter and Report
 4. Attachment 4 - Pre App Summary (W)
 5. Attachment 5 - Parmelee Tree permit
 6. Attachment 6 - Parmelee Plat Analysis

ABBREVIATIONS/LEGEND

- 1. - Lot Survey
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- 99. - Lot Survey
- 100. - Lot Survey

PARMELEE KEY

REPLAT OF PORTION OF TRACTS 4 & 5

MATECUMBE SAND BEACH

PLAT BOOK 3 - PAGE 127

SECTION 16 & 21

TOWNSHIP 64 SOUTH, RANGE 36 EAST

LOWER MATECUMBE KEY

ISLAND, VILLAGE OF ISLANDS

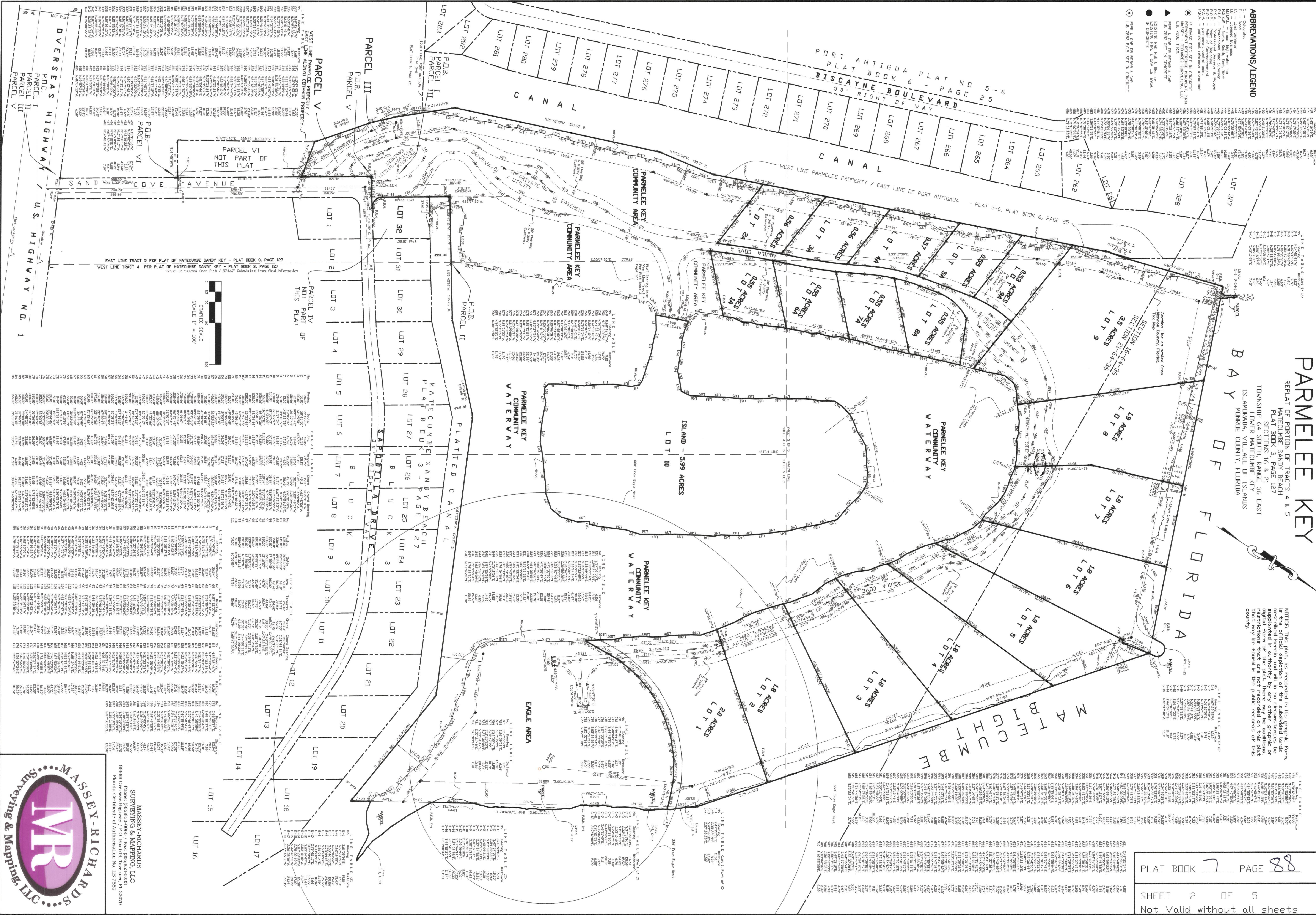
MONROE COUNTY, FLORIDA

NOTICE: This plat, as recorded in its graphic form, is subject to the provisions of the Florida Statutes, Chapter 218, F.S., which provide that any plat which is not in conformity with the provisions of the Florida Statutes, Chapter 218, F.S., shall be deemed to be void and of no effect. The undersigned hereby certifies that this plat is in conformity with the provisions of the Florida Statutes, Chapter 218, F.S., and that the same has been duly recorded in the public records of this county.

PLAT BOOK 7 PAGE 88

SHEET 2 OF 5

Not Valid without all sheets



NATIONAL BALD EAGLE MANAGEMENT GUIDELINES

U.S. Fish and Wildlife Service

May 2007

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INTRODUCTION

The bald eagle (*Haliaeetus leucocephalus*) is protected by the Bald and Golden Eagle Protection Act (Eagle Act) and the Migratory Bird Treaty Act (MBTA). The MBTA and the Eagle Act protect bald eagles from a variety of harmful actions and impacts. The U.S. Fish and Wildlife Service (Service) developed these National Bald Eagle Management Guidelines to advise landowners, land managers, and others who share public and private lands with bald eagles when and under what circumstances the protective provisions of the Eagle Act may apply to their activities. A variety of human activities can potentially interfere with bald eagles, affecting their ability to forage, nest, roost, breed, or raise young. The Guidelines are intended to help people minimize such impacts to bald eagles, particularly where they may constitute “disturbance,” which is prohibited by the Eagle Act.

The Guidelines are intended to:

- (1) Publicize the provisions of the Eagle Act that continue to protect bald eagles, in order to reduce the possibility that people will violate the law,
- (2) Advise landowners, land managers and the general public of the potential for various human activities to disturb bald eagles, and
- (3) Encourage additional nonbinding land management practices that benefit bald eagles (see Additional Recommendations section).

While the Guidelines include general recommendations for land management practices that will benefit bald eagles, the document is intended primarily as a tool for landowners and planners who seek information and recommendations regarding how to avoid disturbing bald eagles. Many States and some tribal entities have developed state-specific management plans, regulations, and/or guidance for landowners and land managers to protect and enhance bald eagle habitat, and we encourage the continued development and use of these planning tools to benefit bald eagles.

Adherence to the Guidelines herein will benefit individuals, agencies, organizations, and companies by helping them avoid violations of the law. However, the Guidelines themselves are not law. Rather, they are recommendations based on several decades of behavioral observations, science, and conservation measures to avoid or minimize adverse impacts to bald eagles.

The U.S. Fish and Wildlife Service strongly encourages adherence to these guidelines to ensure that bald and golden eagle populations will continue to be sustained. The Service realizes there may be impacts to some birds even if all reasonable measures are taken to avoid such impacts. Although it is not possible to absolve individuals and entities from liability under the Eagle Act or the MBTA, the Service exercises enforcement discretion to focus on those individuals, companies, or agencies that take migratory birds without regard for the consequences of their actions and the law, especially when conservation measures, such as these Guidelines, are available, but have not been implemented. The Service will prioritize its enforcement efforts to focus on those individuals or entities who take bald eagles or their parts, eggs, or nests without implementing appropriate measures recommended by the Guidelines.

The Service intends to pursue the development of regulations that would authorize, under limited circumstances, the use of permits if “take” of an eagle is anticipated but unavoidable. Additionally, if the bald eagle is delisted, the Service intends to provide a regulatory mechanism to honor existing (take) authorizations under the Endangered Species Act (ESA).

During the interim period until the Service completes a rulemaking for permits under the Eagle Act, the Service does not intend to refer for prosecution the incidental “take” of any bald eagle under the MBTA or Eagle Act, if such take is in full compliance with the terms and conditions of an incidental take statement issued to the action agency or applicant under the authority of section 7(b)(4) of the ESA or a permit issued under the authority of section 10(a)(1)(B) of the ESA.

The Guidelines are applicable throughout the United States, including Alaska. The primary purpose of these Guidelines is to provide information that will minimize or prevent violations only of *Federal* laws governing bald eagles. In addition to Federal laws, many states and some smaller jurisdictions and tribes have additional laws and regulations protecting bald eagles. In some cases those laws and regulations may be more protective (restrictive) than these Federal guidelines. If you are planning activities that may affect bald eagles, we therefore recommend that you contact both your nearest U.S. Fish and Wildlife Service Field Office (see the contact information on p.16) and your state wildlife agency for assistance.

LEGAL PROTECTIONS FOR THE BALD EAGLE

The Bald and Golden Eagle Protection Act

The Eagle Act (16 U.S.C. 668-668c), enacted in 1940, and amended several times since then, prohibits anyone, without a permit issued by the Secretary of the Interior, from “taking” bald eagles, including their parts, nests, or eggs. The Act provides criminal and civil penalties for persons who “take, possess, sell, purchase, barter, offer to sell, purchase or barter, transport, export or import, at any time or any manner, any bald eagle ... [or any golden eagle], alive or dead, or any part, nest, or egg thereof.” The Act defines “take” as “pursue, shoot, shoot at, poison, wound, kill, capture, trap, collect, molest or disturb.” “Disturb” means:

“Disturb means to agitate or bother a bald or golden eagle to a degree that causes, or is likely to cause, based on the best scientific information available, 1) injury to an eagle, 2) a decrease in its productivity, by substantially interfering with normal breeding, feeding, or sheltering behavior, or 3) nest abandonment, by substantially interfering with normal breeding, feeding, or sheltering behavior.”

In addition to immediate impacts, this definition also covers impacts that result from human-induced alterations initiated around a previously used nest site during a time when eagles are not present, if, upon the eagle=s return, such alterations agitate or bother an eagle to a degree that injures an eagle or substantially interferes with normal breeding, feeding, or sheltering habits and causes, or is likely to cause, a loss of productivity or nest abandonment.

A violation of the Act can result in a criminal fine of \$100,000 (\$200,000 for organizations), imprisonment for one year, or both, for a first offense. Penalties increase substantially for additional offenses, and a second violation of this Act is a felony.

The Migratory Bird Treaty Act

The MBTA (16 U.S.C. 703-712), prohibits the taking of any migratory bird or any part, nest, or egg, except as permitted by regulation. The MBTA was enacted in 1918; a 1972 agreement supplementing one of the bilateral treaties underlying the MBTA had the effect of expanding the scope of the Act to cover bald eagles and other raptors. Implementing regulations define “take” under the MBTA as “pursue, hunt, shoot, wound, kill, trap, capture, possess, or collect.”

Copies of the Eagle Act and the MBTA are available at: <http://permits.fws.gov/ltr/ltr.shtml>.

State laws and regulations

Most states have their own regulations and/or guidelines for bald eagle management. Some states may continue to list the bald eagle as endangered, threatened, or of special concern. If you plan activities that may affect bald eagles, we urge you to familiarize yourself with the regulations and/or guidelines that apply to bald eagles in your state. Your adherence to the Guidelines herein does not ensure that you are in compliance with state laws and regulations because state regulations can be more specific and/or restrictive than these Guidelines.

NATURAL HISTORY OF THE BALD EAGLE

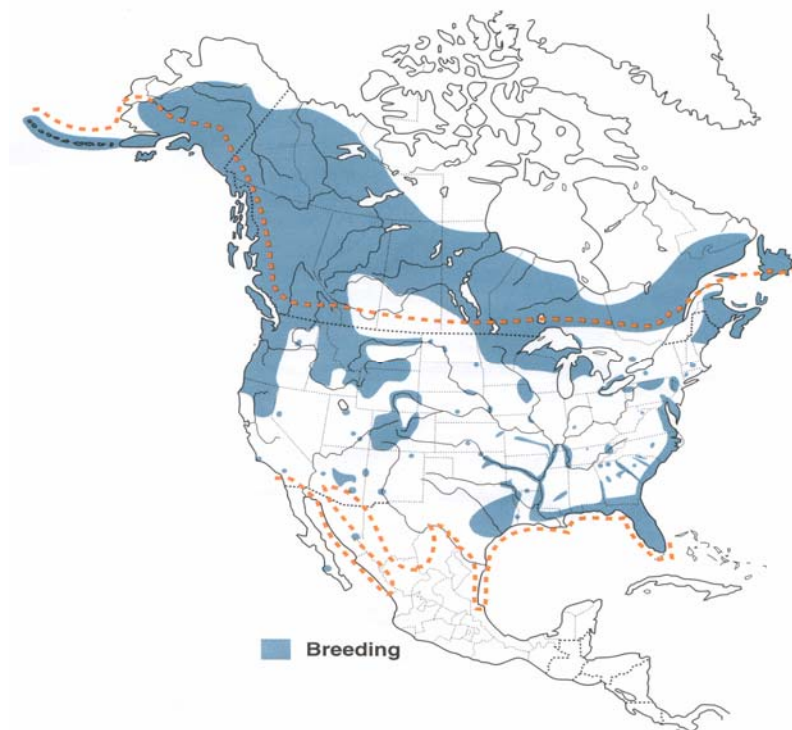
Bald eagles are a North American species that historically occurred throughout the contiguous United States and Alaska. After severely declining in the lower 48 States between the 1870s and the 1970s, bald eagles have rebounded and re-established breeding territories in each of the lower 48 states. The largest North American breeding populations are in Alaska and Canada, but there are also significant bald eagle populations in Florida, the Pacific Northwest, the Greater Yellowstone area, the Great Lakes states, and the Chesapeake Bay region. Bald eagle distribution varies seasonally. Bald eagles that nest in southern latitudes frequently move northward in late spring and early summer, often summering as far north as Canada. Most eagles that breed at northern latitudes migrate southward during winter, or to coastal areas where waters remain unfrozen. Migrants frequently concentrate in large numbers at sites where food is abundant and they often roost together communally. In some cases, concentration areas are used year-round: in summer by southern eagles and in winter by northern eagles.

Juvenile bald eagles have mottled brown and white plumage, gradually acquiring their dark brown body and distinctive white head and tail as they mature. Bald eagles generally attain adult plumage by 5 years of age. Most are capable of breeding at 4 or 5 years of age, but in healthy populations they may not start breeding until much older. Bald eagles may live 15 to 25 years in the wild. Adults weigh 8 to 14 pounds (occasionally reaching 16 pounds in Alaska) and have wingspans of 5 to 8 feet. Those in the northern range are larger than those in the south, and females are larger than males.

Where do bald eagles nest?

Breeding bald eagles occupy “territories,” areas they will typically defend against intrusion by other eagles. In addition to the active nest, a territory may include one or more alternate nests (nests built or maintained by the eagles but not used for nesting in a given year). The Eagle Act prohibits removal or destruction of both active and alternate bald eagle nests. Bald eagles exhibit high nest site fidelity and nesting territories are often used year after year. Some territories are known to have been used continually for over half a century.

Bald eagles generally nest near coastlines, rivers, large lakes or streams that support an adequate food supply. They often nest in mature or old-growth trees; snags (dead trees); cliffs; rock promontories; rarely on the ground; and with increasing frequency on human-made structures such as power poles and communication towers. In forested areas, bald eagles often select the tallest trees with limbs strong enough to support a nest that can weigh more than 1,000 pounds. Nest sites typically include at least one perch with a clear view of the water where the eagles usually forage. Shoreline trees or snags located in reservoirs provide the visibility and accessibility needed to locate aquatic prey. Eagle nests are constructed with large sticks, and may be lined with moss, grass, plant stalks, lichens, seaweed, or sod. Nests are usually about 4-6 feet in diameter and 3 feet deep, although larger nests exist.



Copyright *Birds of North America*, 2000

The range of breeding bald eagles in 2000 (shaded areas). This map shows only the larger concentrations of nests; eagles have continued to expand into additional nesting territories in many states. The dotted line represents the bald eagle's wintering range.

When do bald eagles nest?

Nesting activity begins several months before egg-laying. Egg-laying dates vary throughout the U.S., ranging from October in Florida, to late April or even early May in the northern United States. Incubation typically lasts 33-35 days, but can be as long as 40 days. Eaglets make their first unsteady flights about 10 to 12 weeks after hatching, and fledge (leave their nests) within a few days after that first flight. However, young birds usually remain in the vicinity of the nest for several weeks after fledging because they are almost completely dependent on their parents for food until they disperse from the nesting territory approximately 6 weeks later.

The bald eagle breeding season tends to be longer in the southern U.S., and re-nesting following an unsuccessful first nesting attempt is more common there as well. The following table shows the timing of bald eagle breeding seasons in different regions of the country. The table represents the range of time within which the majority of nesting activities occur in each region and does not apply to any specific nesting pair. Because the timing of nesting activities may vary within a given region, you should contact the nearest U.S. Fish and Wildlife Service Field Office (see page 16) and/or your state wildlife conservation agency for more specific information on nesting chronology in your area.

Chronology of typical reproductive activities of bald eagles in the United States.

Sept.	Oct.	Nov.	Dec.	Jan.	Feb.	March	April	May	June	July	Aug.
SOUTHEASTERN U.S. (FL, GA, SC, NC, AL, MS, LA, TN, KY, AR, eastern 2 of TX)											
Nest Building											
		Egg Laying/Incubation									
			Hatching/Rearing Young								
					Fledging Young						
CHESAPEAKE BAY REGION (NC, VA, MD, DE, southern 2 of NJ, eastern 2 of PA, panhandle of WV)											
		Nest Building									
				Egg Laying/Incubation							
					Hatching/Rearing Young						
								Fledging Young			
NORTHERN U.S. (ME, NH, MA, RI, CT, NY, northern 2 of NJ, western 2 of PA, OH, WV exc. panhandle, IN, IL, MI, WI, MN, IA, MO, ND, SD, NB, KS, CO, UT)											
			Nest Building								
					Egg Laying/Incubation						
						Hatching/Rearing Young					
									Fledging Young		
PACIFIC REGION (WA, OR, CA, ID, MT, WY, NV)											
				Nest Building							
					Egg Laying/Incubation						
						Hatching/Rearing Young					
									Fledging Young		
SOUTHWESTERN U.S. (AZ, NM, OK panhandle, western 2 of TX)											
		Nest Building									
				Egg Laying/Incubation							
					Hatching/Rearing Young						
								Fledging Young			
ALASKA											
					Nest Building						
							Egg Laying/Incubation				
								Hatching/Rearing Young			
Ing Young											Fledg-
Sept.	Oct.	Nov.	Dec.	Jan.	Feb.	March	April	May	June	July	Aug.

How many chicks do bald eagles raise?

The number of eagle eggs laid will vary from 1-3, with 1-2 eggs being the most common. Only one eagle egg is laid per day, although not always on successive days. Hatching of young occurs on different days with the result that chicks in the same nest are sometimes of unequal size. The overall national fledging rate is approximately one chick per nest, annually, which results in a healthy expanding population.

What do bald eagles eat?

Bald eagles are opportunistic feeders. Fish comprise much of their diet, but they also eat waterfowl, shorebirds/colonial waterbirds, small mammals, turtles, and carrion. Because they are visual hunters, eagles typically locate their prey from a conspicuous perch, or soaring flight, then swoop down and strike. Wintering bald eagles often congregate in large numbers along streams to feed on spawning salmon or other fish species, and often gather in large numbers in areas below reservoirs, especially hydropower dams, where fish are abundant. Wintering eagles also take birds from rafts of ducks at reservoirs and rivers, and congregate on melting ice shelves to scavenge dead fish from the current or the soft melting ice. Bald eagles will also feed on carcasses along roads, in landfills, and at feedlots.

During the breeding season, adults carry prey to the nest to feed the young. Adults feed their chicks by tearing off pieces of food and holding them to the beaks of the eaglets. After fledging, immature eagles are slow to develop hunting skills, and must learn to locate reliable food sources and master feeding techniques. Young eagles will congregate together, often feeding upon easily acquired food such as carrion and fish found in abundance at the mouths of streams and shallow bays and at landfills.

The impact of human activity on nesting bald eagles

During the breeding season, bald eagles are sensitive to a variety of human activities. However, not all bald eagle pairs react to human activities in the same way. Some pairs nest successfully just dozens of yards from human activity, while others abandon nest sites in response to activities much farther away. This variability may be related to a number of factors, including visibility, duration, noise levels, extent of the area affected by the activity, prior experiences with humans, and tolerance of the individual nesting pair. The relative sensitivity of bald eagles during various stages of the breeding season is outlined in the following table.

Nesting Bald Eagle Sensitivity to Human Activities

Phase	Activity	Sensitivity to Human Activity	Comments
I	Courtship and Nest Building	Most sensitive period; likely to respond negatively	Most critical time period. Disturbance is manifested in nest abandonment. Bald eagles in newly established territories are more prone to abandon nest sites.
II	Egg laying	Very sensitive period	Human activity of even limited duration may cause nest desertion and abandonment of territory for the breeding season.
III	Incubation and early nestling period (up to 4 weeks)	Very sensitive period	Adults are less likely to abandon the nest near and after hatching. However, flushed adults leave eggs and young unattended; eggs are susceptible to cooling, loss of moisture, overheating, and predation; young are vulnerable to elements.
IV	Nestling period, 4 to 8 weeks	Moderately sensitive period	Likelihood of nest abandonment and vulnerability of the nestlings to elements somewhat decreases. However, nestlings may miss feedings, affecting their survival.
V	Nestlings 8 weeks through fledging	Very sensitive period	Gaining flight capability, nestlings 8 weeks and older may flush from the nest prematurely due to disruption and die.

If agitated by human activities, eagles may inadequately construct or repair their nest, may expend energy defending the nest rather than tending to their young, or may abandon the nest altogether. Activities that cause prolonged absences of adults from their nests can jeopardize eggs or young. Depending on weather conditions, eggs may overheat or cool too much and fail to hatch. Unattended eggs and nestlings are subject to predation. Young nestlings are particularly vulnerable because they rely on their parents to provide warmth or shade, without which they may die as a result of hypothermia or heat stress. If food delivery schedules are interrupted, the young may not develop healthy plumage, which can affect their survival. In addition, adults startled while incubating or brooding young may damage eggs or injure their young as they abruptly leave the nest. Older nestlings no longer require constant attention from the adults, but they may be startled by loud or intrusive human activities and prematurely jump from the nest before they are able to fly or care for themselves. Once fledged, juveniles range up to ¼ mile from the nest site, often to a site with minimal human activity. During this period, until about six weeks after departure from the nest, the juveniles still depend on the adults to feed them.

The impact of human activity on foraging and roosting bald eagles

Disruption, destruction, or obstruction of roosting and foraging areas can also negatively affect bald eagles. Disruptive activities in or near eagle foraging areas can interfere with feeding, reducing chances of survival. Interference with feeding can also result in reduced productivity (number of young successfully fledged). Migrating and wintering bald eagles often congregate at specific sites for purposes of feeding and sheltering. Bald eagles rely on established roost sites because of their proximity to sufficient food sources. Roost sites are usually in mature trees where the eagles are somewhat sheltered from the wind and weather. Human activities near or within communal roost sites may prevent eagles

from feeding or taking shelter, especially if there are not other undisturbed and productive feeding and roosting sites available. Activities that permanently alter communal roost sites and important foraging areas can altogether eliminate the elements that are essential for feeding and sheltering eagles.

Where a human activity agitates or bothers roosting or foraging bald eagles to the degree that causes injury or substantially interferes with breeding, feeding, or sheltering behavior and causes, or is likely to cause, a loss of productivity or nest abandonment, the conduct of the activity constitutes a violation of the Eagle Act's prohibition against disturbing eagles. The circumstances that might result in such an outcome are difficult to predict without detailed site-specific information. If your activities may disturb roosting or foraging bald eagles, you should contact your local Fish and Wildlife Service Field Office (see page 16) for advice and recommendations for how to avoid such disturbance.

RECOMMENDATIONS FOR AVOIDING DISTURBANCE AT NEST SITES

In developing these Guidelines, we relied on existing state and regional bald eagle guidelines, scientific literature on bald eagle disturbance, and recommendations of state and Federal biologists who monitor the impacts of human activity on eagles. Despite these resources, uncertainties remain regarding the effects of many activities on eagles and how eagles in different situations may or may not respond to certain human activities. The Service recognizes this uncertainty and views the collection of better biological data on the response of eagles to disturbance as a high priority. To the extent that resources allow, the Service will continue to collect data on responses of bald eagles to human activities conducted according to the recommendations within these Guidelines to ensure that adequate protection from disturbance is being afforded, and to identify circumstances where the Guidelines might be modified. These data will be used to make future adjustments to the Guidelines.

To avoid disturbing nesting bald eagles, we recommend (1) keeping a distance between the activity and the nest (distance buffers), (2) maintaining preferably forested (or natural) areas between the activity and around nest trees (landscape buffers), and (3) avoiding certain activities during the breeding season. The buffer areas serve to minimize visual and auditory impacts associated with human activities near nest sites. Ideally, buffers would be large enough to protect existing nest trees and provide for alternative or replacement nest trees.

The size and shape of effective buffers vary depending on the topography and other ecological characteristics surrounding the nest site. In open areas where there are little or no forested or topographical buffers, such as in many western states, distance alone must serve as the buffer. Consequently, in open areas, the distance between the activity and the nest may need to be larger than the distances recommended under Categories A and B of these guidelines (pg. 12) if no landscape buffers are present. The height of the nest above the ground may also ameliorate effects of human activities; eagles at higher nests may be less prone to disturbance.

In addition to the physical features of the landscape and nest site, the appropriate size for the distance buffer may vary according to the historical tolerances of eagles to human activities in particular localities, and may also depend on the location of the nest in relation

to feeding and roosting areas used by the eagles. Increased competition for nest sites may lead bald eagles to nest closer to human activity (and other eagles).

Seasonal restrictions can prevent the potential impacts of many shorter-term, obtrusive activities that do not entail landscape alterations (e.g. fireworks, outdoor concerts). In proximity to the nest, these kinds of activities should be conducted only outside the breeding season. For activities that entail both short-term, obtrusive characteristics and more permanent impacts (e.g., building construction), we recommend a combination of both approaches: retaining a landscape buffer *and* observing seasonal restrictions.

For assistance in determining the appropriate size and configuration of buffers or the timing of activities in the vicinity of a bald eagle nest, we encourage you to contact the nearest U.S. Fish and Wildlife Service Field Office (see page 16).

Existing Uses

Eagles are unlikely to be disturbed by routine use of roads, homes, and other facilities where such use pre-dates the eagles' successful nesting activity in a given area. Therefore, in most cases *ongoing* existing uses may proceed with the same intensity with little risk of disturbing bald eagles. However, some *intermittent, occasional, or irregular* uses that pre-date eagle nesting in an area may disturb bald eagles. For example: a pair of eagles may begin nesting in an area and subsequently be disturbed by activities associated with an annual outdoor flea market, even though the flea market has been held annually at the same location. In such situations, human activity should be adjusted or relocated to minimize potential impacts on the nesting pair.

ACTIVITY-SPECIFIC GUIDELINES

The following section provides the Service's management recommendations for avoiding bald eagle disturbance as a result of new or intermittent activities proposed in the vicinity of bald eagle nests. Activities are separated into 8 categories (A – H) based on the nature and magnitude of impacts to bald eagles that usually result from the type of activity. Activities with similar or comparable impacts are grouped together.

In most cases, impacts will vary based on the visibility of the activity from the eagle nest and the degree to which similar activities are already occurring in proximity to the nest site. Visibility is a factor because, in general, eagles are more prone to disturbance when an activity occurs in full view. For this reason, we recommend that people locate activities farther from the nest structure in areas with open vistas, in contrast to areas where the view is shielded by rolling topography, trees, or other screening factors. The recommendations also take into account the existence of similar activities in the area because the continued presence of nesting bald eagles in the vicinity of the existing activities indicates that the eagles in that area can tolerate a greater degree of human activity than we can generally expect from eagles in areas that experience fewer human impacts. To illustrate how these factors affect the likelihood of disturbing eagles, we have incorporated the recommendations for some activities into a table (categories A and B).

First, determine which category your activity falls into (between categories A – H). If the activity you plan to undertake is not specifically addressed in these guidelines, follow the recommendations for the most similar activity represented.

If your activity is under A or B, our recommendations are in table form. The vertical axis shows the degree of visibility of the activity from the nest. The horizontal axis (header row) represents the degree to which similar activities are ongoing in the vicinity of the nest. Locate the row that best describes how visible your activity will be from the eagle nest. Then, choose the column that best describes the degree to which similar activities are ongoing in the vicinity of the eagle nest. The box where the column and row come together contains our management recommendations for how far you should locate your activity from the nest to avoid disturbing the eagles. The numerical distances shown in the tables are the closest the activity should be conducted relative to the nest. In some cases we have included additional recommendations (other than recommended *distance* from the nest) you should follow to help ensure that your activity will not disturb the eagles.

Alternate nests

For activities that entail permanent landscape alterations that may result in bald eagle disturbance, these recommendations apply to both active and alternate bald eagle nests. Disturbance becomes an issue with regard to alternate nests if eagles return for breeding purposes and react to land use changes that occurred while the nest was inactive. The likelihood that an alternate nest will again become active decreases the longer it goes unused. If you plan activities in the vicinity of an alternate bald eagle nest and have information to show that the nest has not been active during the preceding 5 breeding seasons, the recommendations provided in these guidelines for avoiding disturbance around the nest site may no longer be warranted. The nest itself remains protected by other provisions of the Eagle Act, however, and may not be destroyed.

If special circumstances exist that make it unlikely an inactive nest will be reused before 5 years of disuse have passed, and you believe that the probability of reuse is low enough to warrant disregarding the recommendations for avoiding disturbance, you should be prepared to provide all the reasons for your conclusion, including information regarding past use of the nest site. Without sufficient documentation, you should continue to follow these guidelines when conducting activities around the nest site. If we are able to determine that it is unlikely the nest will be reused, we may advise you that the recommendations provided in these guidelines for avoiding disturbance are no longer necessary around that nest site.

This guidance is intended to minimize disturbance, as defined by Federal regulation. In addition to Federal laws, most states and some tribes and smaller jurisdictions have additional laws and regulations protecting bald eagles. In some cases those laws and regulations may be more protective (restrictive) than these Federal guidelines.

Temporary Impacts

For activities that have temporary impacts, such as the use of loud machinery, fireworks displays, or summer boating activities, we recommend seasonal restrictions. These types of activities can generally be carried out outside of the breeding season without causing disturbance. The recommended restrictions for these types of activities can be lifted for alternate nests within a particular territory, including nests that were attended during the current breeding season but not used to raise young, after eggs laid in another nest within the territory have hatched (depending on the distance between the alternate nest and the active nest).

In general, activities should be kept as far away from nest trees as possible; loud and disruptive activities should be conducted when eagles are not nesting; and activity between the nest and the nearest foraging area should be minimized. If the activity you plan to undertake is not specifically addressed in these guidelines, follow the recommendations for the most similar activity addressed, or contact your local U.S. Fish and Wildlife Service Field Office for additional guidance.

If you believe that special circumstances apply to your situation that increase or diminish the likelihood of bald eagle disturbance, or if it is not possible to adhere to the guidelines, you should contact your local Service Field Office for further guidance.

Category A:

Building construction, 1 or 2 story, with project footprint of ½ acre or less.
Construction of roads, trails, canals, power lines, and other linear utilities.
Agriculture and aquaculture – new or expanded operations.
Alteration of shorelines or wetlands.
Installation of docks or moorings.
Water impoundment.

Category B:

Building construction, 3 or more stories.
Building construction, 1 or 2 story, with project footprint of more than ½ acre.
Installation or expansion of marinas with a capacity of 6 or more boats.
Mining and associated activities.
Oil and natural gas drilling and refining and associated activities.

	<i>If there is no similar activity within 1 mile of the nest</i>	<i>If there is similar activity closer than 1 mile from the nest</i>
<i>If the activity will be visible from the nest</i>	660 feet. Landscape buffers are recommended.	660 feet, or as close as existing tolerated activity of similar scope. Landscape buffers are recommended.
<i>If the activity will not be visible from the nest</i>	Category A: 330 feet. Clearing, external construction, and landscaping between 330 feet and 660 feet should be done outside breeding season. Category B: 660 feet.	330 feet, or as close as existing tolerated activity of similar scope. Clearing, external construction and landscaping within 660 feet should be done outside breeding season.

The numerical distances shown in the table are the closest the activity should be conducted relative to the nest.

Category C. Timber Operations and Forestry Practices

- Avoid clear cutting or removal of overstory trees within 330 feet of the nest at any time.
- Avoid timber harvesting operations, including road construction and chain saw and yarding operations, during the breeding season within 660 feet of the nest. The distance may be decreased to 330 feet around alternate nests within a particular territory, including nests that were attended during the current breeding season but not used to raise young, after eggs laid in another nest within the territory have hatched.
- Selective thinning and other silviculture management practices designed to conserve or enhance habitat, including prescribed burning close to the nest tree, should be undertaken outside the breeding season. Precautions such as raking leaves and woody debris from around the nest tree should be taken to prevent crown fire or fire climbing the nest tree. If it is determined that a burn during the breeding season would be beneficial, then, to ensure that no take or disturbance will occur, these activities should be conducted only when neither adult eagles nor young are present at the nest tree (i.e., at the beginning of, or end of, the breeding season, either before the particular nest is active or after the young have fledged from that nest). Appropriate Federal and state biologists should be consulted before any prescribed burning is conducted during the breeding season.
- Avoid construction of log transfer facilities and in-water log storage areas within 330 feet of the nest.

Category D. Off-road vehicle use (including snowmobiles). No buffer is necessary around nest sites outside the breeding season. During the breeding season, do not operate off-road vehicles within 330 feet of the nest. In open areas, where there is increased visibility and exposure to noise, this distance should be extended to 660 feet.

Category E. Motorized Watercraft use (including jet skis/personal watercraft). No buffer is necessary around nest sites outside the breeding season. During the breeding season, within 330 feet of the nest, (1) do not operate jet skis (personal watercraft), and (2) avoid concentrations of noisy vessels (e.g., commercial fishing boats and tour boats), except where eagles have demonstrated tolerance for such activity. Other motorized boat traffic passing within 330 feet of the nest should attempt to minimize trips and avoid stopping in the area where feasible, particularly where eagles are unaccustomed to boat traffic. Buffers for airboats should be larger than 330 feet due to the increased noise they generate, combined with their speed, maneuverability, and visibility.

Category F. Non-motorized recreation and human entry (e.g., hiking, camping, fishing, hunting, birdwatching, kayaking, canoeing). No buffer is necessary around nest sites outside the breeding season. If the activity will be visible or highly audible from the nest, maintain a 330-foot buffer during the breeding season, particularly where eagles are unaccustomed to such activity.

Category G. Helicopters and fixed-wing aircraft.

Except for authorized biologists trained in survey techniques, avoid operating aircraft within 1,000 feet of the nest during the breeding season, except where eagles have demonstrated tolerance for such activity.

Category H. Blasting and other loud, intermittent noises.

Avoid blasting and other activities that produce extremely loud noises within 1/2 mile of active nests, unless greater tolerance to the activity (or similar activity) has been demonstrated by the eagles in the nesting area. This recommendation applies to the use of fireworks classified by the Federal Department of Transportation as Class B explosives, which includes the larger fireworks that are intended for licensed public display.

RECOMMENDATIONS FOR AVOIDING DISTURBANCE AT FORAGING AREAS AND COMMUNAL ROOST SITES

1. Minimize potentially disruptive activities and development in the eagles' direct flight path between their nest and roost sites and important foraging areas.
2. Locate long-term and permanent water-dependent facilities, such as boat ramps and marinas, away from important eagle foraging areas.
3. Avoid recreational and commercial boating and fishing near critical eagle foraging areas during peak feeding times (usually early to mid-morning and late afternoon), except where eagles have demonstrated tolerance to such activity.
4. Do not use explosives within ½ mile (or within 1 mile in open areas) of communal roosts when eagles are congregating, without prior coordination with the U.S. Fish and Wildlife Service and your state wildlife agency.
5. Locate aircraft corridors no closer than 1,000 feet vertical or horizontal distance from communal roost sites.

ADDITIONAL RECOMMENDATIONS TO BENEFIT BALD EAGLES

The following are additional management practices that landowners and planners can exercise for added benefit to bald eagles.

1. Protect and preserve potential roost and nest sites by retaining mature trees and old growth stands, particularly within ½ mile from water.
2. Where nests are blown from trees during storms or are otherwise destroyed by the elements, continue to protect the site in the absence of the nest for up to three (3) complete breeding seasons. Many eagles will rebuild the nest and reoccupy the site.
3. To avoid collisions, site wind turbines, communication towers, and high voltage transmission power lines away from nests, foraging areas, and communal roost sites.
4. Employ industry-accepted best management practices to prevent birds from colliding with or being electrocuted by utility lines, towers, and poles. If possible, bury utility lines in important eagle areas.
5. Where bald eagles are likely to nest in human-made structures (e.g., cell phone towers) and such use could impede operation or maintenance of the structures or jeopardize the safety of the eagles, equip the structures with either (1) devices engineered to discourage bald eagles from building nests, or (2) nesting platforms that will safely accommodate bald eagle nests without interfering with structure performance.
6. Immediately cover carcasses of euthanized animals at landfills to protect eagles from being poisoned.
7. Do not intentionally feed bald eagles. Artificially feeding bald eagles can disrupt their essential behavioral patterns and put them at increased risk from power lines, collision with windows and cars, and other mortality factors.
8. Use pesticides, herbicides, fertilizers, and other chemicals only in accordance with Federal and state laws.
9. Monitor and minimize dispersal of contaminants associated with hazardous waste sites (legal or illegal), permitted releases, and runoff from agricultural areas, especially within watersheds where eagles have shown poor reproduction or where bioaccumulating contaminants have been documented. These factors present a risk of contamination to eagles and their food sources.

CONTACTS

The following U.S. Fish and Wildlife Service Field Offices provide technical assistance on bald eagle management:

<u>Alabama</u>	Daphne	(251) 441-5181	<u>New Hampshire</u>	Concord	(603) 223-2541
<u>Alaska</u>	Anchorage	(907) 271-2888	<u>New Jersey</u>	Pleasantville	(609) 646-9310
	Fairbanks	(907) 456-0203	<u>New Mexico</u>	Albuquerque	(505) 346-2525
	Juneau	(907) 780-1160	<u>New York</u>	Cortland	(607) 753-9334
<u>Arizona</u>	Phoenix	(602) 242-0210		Long Island	(631) 776-1401
<u>Arkansas</u>	Conway	(501) 513-4470	<u>North Carolina</u>	Raleigh	(919) 856-4520
<u>California</u>	Arcata	(707) 822-7201		Asheville	(828) 258-3939
	Barstow	(760) 255-8852	<u>North Dakota</u>	Bismarck	(701) 250-4481
	Carlsbad	(760) 431-9440	<u>Ohio</u>	Reynoldsburg	(614) 469-6923
	Red Bluff	(530) 527-3043	<u>Oklahoma</u>	Tulsa	(918) 581-7458
	Sacramento	(916) 414-6000	<u>Oregon</u>	Bend	(541) 383-7146
	Stockton	(209) 946-6400		Klamath Falls	(541) 885-8481
	Ventura	(805) 644-1766		La Grande	(541) 962-8584
	Yreka	(530) 842-5763		Newport	(541) 867-4558
<u>Colorado</u>	Lakewood	(303) 275-2370		Portland	(503) 231-6179
	Grand Junction	(970) 243-2778		Roseburg	(541) 957-3474
<u>Connecticut</u>	(See New Hampshire)		<u>Pennsylvania</u>	State College	(814) 234-4090
<u>Delaware</u>	(See Maryland)		<u>Rhode Island</u>	(See New Hampshire)	
<u>Florida</u>	Panama City	(850) 769-0552	<u>South Carolina</u>	Charleston	(843) 727-4707
	Vero Beach	(772) 562-3909	<u>South Dakota</u>	Pierre	(605) 224-8693
	Jacksonville	(904) 232-2580	<u>Tennessee</u>	Cookeville	(931) 528-6481
<u>Georgia</u>	Athens	(706) 613-9493	<u>Texas</u>	Clear Lake	(281) 286-8282
	Brunswick	(912) 265-9336	<u>Utah</u>	West Valley City	(801) 975-3330
	Columbus	(706) 544-6428	<u>Vermont</u>	(See New Hampshire)	
<u>Idaho</u>	Boise	(208) 378-5243	<u>Virginia</u>	Gloucester	(804) 693-6694
	Chubbuck	(208) 237-6975	<u>Washington</u>	Lacey	(306) 753-9440
<u>Illinois/Iowa</u>	Rock Island	(309) 757-5800		Spokane	(509) 891-6839
<u>Indiana</u>	Bloomington	(812) 334-4261		Wenatchee	(509) 665-3508
<u>Kansas</u>	Manhattan	(785) 539-3474	<u>West Virginia</u>	Elkins	(304) 636-6586
<u>Kentucky</u>	Frankfort	(502) 695-0468	<u>Wisconsin</u>	New Franken	(920) 866-1725
<u>Louisiana</u>	Lafayette	(337) 291-3100	<u>Wyoming</u>	Cheyenne	(307) 772-2374
<u>Maine</u>	Old Town	(207) 827-5938		Cody	(307) 578-5939
<u>Maryland</u>	Annapolis	(410) 573-4573			
<u>Massachusetts</u>	(See New Hampshire)				
<u>Michigan</u>	East Lansing	(517) 351-2555			
<u>Minnesota</u>	Bloomington	(612) 725-3548			
<u>Mississippi</u>	Jackson	(601) 965-4900			
<u>Missouri</u>	Columbia	(573) 234-2132			
<u>Montana</u>	Helena	(405) 449-5225			
<u>Nebraska</u>	Grand Island	(308) 382-6468			
<u>Nevada</u>	Las Vegas	(702) 515-5230			
	Reno	(775) 861-6300			

<u>National Office</u> U.S. Fish and Wildlife Service Division of Migratory Bird Management 4401 North Fairfax Drive, MBSP-4107 Arlington, VA 22203-1610 (703) 358-1714 http://www.fws.gov/migratorybirds

State Agencies

To contact a state wildlife agency, visit the Association of Fish & Wildlife Agencies' website at http://www.fishwildlife.org/where_us.html

GLOSSARY

The definitions below apply to these National Bald Eagle Management Guidelines:

Communal roost sites – Areas where bald eagles gather and perch overnight – and sometimes during the day in the event of inclement weather. Communal roost sites are usually in large trees (live or dead) that are relatively sheltered from wind and are generally in close proximity to foraging areas. These roosts may also serve a social purpose for pair bond formation and communication among eagles. Many roost sites are used year after year.

Disturb – To agitate or bother a bald or golden eagle to a degree that causes, or is likely to cause, based on the best scientific information available, 1) injury to an eagle, 2) a decrease in its productivity, by substantially interfering with normal breeding, feeding, or sheltering behavior, or 3) nest abandonment, by substantially interfering with normal breeding, feeding, or sheltering behavior.

In addition to immediate impacts, this definition also covers impacts that result from human-caused alterations initiated around a previously used nest site during a time when eagles are not present, if, upon the eagle's return, such alterations agitate or bother an eagle to a degree that injures an eagle or substantially interferes with normal breeding, feeding, or sheltering habits and causes, or is likely to cause, a loss of productivity or nest abandonment.

Fledge – To leave the nest and begin flying. For bald eagles, this normally occurs at 10-12 weeks of age.

Fledgling – A juvenile bald eagle that has taken the first flight from the nest but is not yet independent.

Foraging area – An area where eagles feed, typically near open water such as rivers, lakes, reservoirs, and bays where fish and waterfowl are abundant, or in areas with little or no water (i.e., rangelands, barren land, tundra, suburban areas, etc.) where other prey species (e.g., rabbit, rodents) or carrion (such as at landfills) are abundant.

Landscape buffer – A natural or human-made landscape feature that screens eagles from human activity (e.g., strip of trees, hill, cliff, berm, sound wall).

Nest – A structure built, maintained, or used by bald eagles for the purpose of reproduction. An **active** nest is a nest that is attended (built, maintained or used) by a pair of bald eagles during a given breeding season, whether or not eggs are laid. An **alternate** nest is a nest that is not used for breeding by eagles during a given breeding season.

Nest abandonment – Nest abandonment occurs when adult eagles desert or stop attending a nest and do not subsequently return and successfully raise young in that nest for the duration of a breeding season. Nest abandonment can be caused by altering habitat near a nest, even if the alteration occurs prior to the breeding season. Whether the eagles migrate during the non-breeding season, or remain in the area throughout the non-breeding season, nest abandonment can occur at any point between the time the eagles return to the nesting site for the breeding season and the time when all progeny from the breeding season have

dispersed.

Project footprint – The area of land (and water) that will be permanently altered for a development project, including access roads.

Similar scope – In the vicinity of a bald eagle nest, an existing activity is of similar scope to a new activity where the types of impacts to bald eagles are similar in nature, and the impacts of the existing activity are of the same or greater magnitude than the impacts of the potential new activity. Examples: (1) An existing single-story home 200 feet from a nest is similar in scope to an additional single-story home 200 feet from the nest; (2) An existing multi-story, multi-family dwelling 150 feet from a nest has impacts of a greater magnitude than a potential new single-family home 200 feet from the nest; (3) One existing single-family home 200 feet from the nest has impacts of a lesser magnitude than three single-family homes 200 feet from the nest; (4) an existing single-family home 200 feet from a communal roost has impacts of a lesser magnitude than a single-family home 300 feet from the roost but 40 feet from the eagles' foraging area. The existing activities in examples (1) and (2) are of similar scope, while the existing activities in example (3) and (4) are not.

Vegetative buffer – An area surrounding a bald eagle nest that is wholly or largely covered by forest, vegetation, or other natural ecological characteristics, and separates the nest from human activities.

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November 20, 2023

Via Electronic Mail

Islamorada, Village of Islands
Village Council
86800 Overseas Highway
Islamorada, Florida 33036
(305) 664-6400

**Re: RDB Industries Inc
Parmelee Key
Islamorada, Monroe County, Florida
Eagle Incidental Take Permit – Final Plat Modification**

Dear Sir:

On behalf of RDB Industries Inc (Project Proponent), EcoWild Consulting Group, LLC (EcoWild) is providing the following information to the Islamorada Village Council in support of the review for modification of the Final Plat approval for the Replat project referred to as Parmelee Key (± 40.0 acres) (Project Site) located in Islamorada, Monroe County, Florida.

On June 6, 2023, the Project Proponent submitted a request for an Eagle Incidental Take (ITP) permit from the U.S. Fish and Wildlife Service (USFWS) Migratory Bird Division pursuant to 50 CFR §22.26. A Short-term Eagle ITP was issued by the USFWS effective October 1, 2024. A copy of the issued ITP (MBPER4629105) is enclosed for your reference (Enclosure 1).

The portion of the Project Site currently identified as an “Eagle Area” in local records represents a primary zone (i.e., 0-330 feet) setback of the original MO014 bald eagle (*Haliaeetus leucocephalus*) nest location which is no longer present. As this nest was reported to be physically lost during Hurricane Irma in 2017, the federal regulations for protection and setback under the Bald and Golden Eagle Protection Act (BGEPA) no longer apply.

Please refer to the enclosed nest location map (Enclosure 2). One inactive status bald eagle nest is currently located on the eastern side of the Project Site in a small Australian pine (*Casuarina* spp.) tree on the west side of the drive near the lagoon. This new nest location for MO014 was last believed to be active during the 2020-2021 breeding season, was reported as inactive during the 2021-2022 breeding season, and aerial survey work by the Project Proponent on January 27, 2023 confirmed the nest was inactive for the 2022-2023 breeding season. No other bald eagle nests were found during the aerial survey or in the vicinity (i.e., within 5 miles). Because MO014 remains present on the Project Site and was reported to be used by bald eagles during the past 5 breeding seasons, the protective provisions of the federal BGEPA apply to the Project Proponent's activities.

After an evaluation of the MO014 nest history, condition, and location, the Project Proponent requested the ITP from USFWS and is requesting the modification of the Final Plat from the

Islamorada Village Council to accommodate future residential development in a portion of the old Eagle Area. This development will be referred to as "Lot 11" which will accommodate the ninth estate approved for the Project Site. Residential development is now proposed (and authorized by the ITP) as close as 100 feet from inactive nest MO014 within portions of the primary (i.e., 100-330') and secondary (i.e., 330-660') nest protection zones. The enclosed site plan shows Lot 11 within the Eagle Area and a 100-foot setback around the inactive MO014 nest location (Enclosure 3). The Project Proponent has no plans or authorization for removal of the MO014 nest or tree at this time. The nest and tree will be retained along with its surrounding vegetation in a 100-foot buffer zone.

The Project Proponent obtained technical assistance from the USFWS Regional Eagle Biologist prior to requesting the Eagle ITP. USFWS advised that the main concern for this resident pair of eagles was a lack of available nesting habitat and that the breeding pair may persist in the area if they had a reasonable tree or platform to nest on. It was suggested that an alternative platform nest built just outside of a proposed lot would encourage the eagles to remain in the area.

As a conservation measure associated with their action, and as discussed with USFWS during permit application processing, the Project Proponent has supplied, fabricated, and installed an alternative nesting structure on the Project Site prior to the start of the current 2023-2024 breeding season. The platform is located on the east side of the Project Site at the area of land that extends into Florida Bay, approximately 400 feet from the current MO014 location. The alternative structure was designed to be stable and durable and consists of a tall pole with large wooden platform and cone-shaped supports built up around the top extending as perches. A predator guard (i.e., sheet metal) was attached to the pole. The Project Proponent contacted the USFWS Regional Eagle Biologist on October 6, 2023 after final installation was completed and provided USFWS with a photograph of the structure (Enclosure 4). The alternative nesting platform provides a structure to support future nesting and provides a benefit for the resident eagles long-term.

The Project Proponent further agreed to monitoring terms to provide the USFWS with information regarding eagle use in the territory, including possible future use of the nesting platform. Other conservation measures were proposed by the Project Proponent in their application to reduce the likelihood of disturbance to nesting eagles, their eggs, and young for the duration of the permit. The final ITP provides a list of those measures required by the USFWS.

Obtaining the ITP was appropriate because monitoring and/or a seasonal restriction on exterior work could not practicably be implemented at the location. It was demonstrated that is not practicable, as defined in 81 Fed. Reg. 91494, for the Project Proponent to avoid development within the nest protection zones. It is also not practicable to restrict development activities to those months associated with the non-breeding season (i.e., typically May 15-September 30) within the nest protection zones because of significant financial investments in land acquisition and entitlements for the project already made by the Project Proponent and considering circumstances beyond the direct control of the Project Proponent that may otherwise further impact the schedule and timeline of development in this location (e.g., contractor availability, supply chain issues, severe weather events, etc.). Further, while the *Bald Eagle Monitoring*



Guidelines (USFWS 2007) are suitable for use in the secondary protection zone, they do not apply to activities in the primary protection zone and would not provide legal protection for the Project Proponent's activities.

Considering the existing tolerated activities in the vicinity of nest MO014 (i.e., existing homes, boat docks, and human recreation within portions of the primary nest protection zone), the development as proposed is considered compatible with eagle use long-term. However, development will likely be closer than existing tolerated activities of similar scope and construction activities associated with the development may occur within the primary and secondary nest protection zones during a portion of the breeding season. Accordingly, the Project Proponent obtained legal protection of the ITP prior to commencing proposed development activities within the nest protection zones. The likelihood of nest disturbance will be limited to a possible one-time event during exterior construction activities on Lot 11 during the breeding season should eagles return to nest at the location.

The Project Proponent will continue to coordinate directly with USFWS regarding the ITP. It is our understanding that any future building permits issued at the local level for the affected lots may incorporate conditions from the final Eagle ITP to ensure compliance of the activities with the federal BGEPA.

Should you have any questions or require additional information to continue processing the Final Plat modification review for the Parmelee Key project, please contact Ms. Colleen M. Reilly by phone at (813) 410-1713 (creilly@ecowildconsulting.com) or Mr. John N. Brugger, Esq. at (239) 263-6757 (jbrugger@forsythbrugger.com).

Sincerely,
EcoWild Consulting Group, LLC

Colleen M. Reilly
Principal/Technical Director

Enclosures:

1. Short-term Eagle Incidental Take Permit MBPER4629105
2. Nest Location Map
3. Site Plan for Lot 11 with Approximate Alternative Nesting Platform Location
4. USFWS Correspondence re: Nesting Platform Installation



SHORT-TERM EAGLE INCIDENTAL TAKE
Permit Number: MBPER4629105
Version Number: 0
Effective: 2023-10-01 Expires: 2028-09-30

Issuing Office:

Department of the Interior
U.S. FISH AND WILDLIFE SERVICE
MB Atlanta Permit Office
1875 Century Boulevard, NE
Atlanta, Georgia 30345
permitsR4MB@fws.gov
Tel: 404-679-7070

Resee Collins

Digitally signed by

Resee Collins
2023-09-15 14:03:24

Acting Chief, Migratory Bird Permit Office,
Atlanta, Georgia

Permittee:

RDB Industries Inc
25 16th Ave S
Naples, Florida 34102

Name and Title of Principal Officer:

Randal Bellestri Member

Authority: Statutes and Regulations: 16 U.S.C. 668-668(d), 16 U.S.C 703-712 50 CFR Part 13, 50 CFR 22.80

Location where authorized activity may be conducted:

See Condition D.

Reporting requirements:

See Conditions E, I, and J.

If no eagle activity is observed, a report indicating "no activity observed" is required.

If project activities were delayed or not conducted, an annual report indicating "no activities occurred" is required.

Form 3-202-15: Eagle Take (Monitoring and Reporting) Annual Report: Due June 30 of 2024, 2025, 2026, 2027, 2028, 2029

Authorizations and Conditions:

Southeast Region Eagle Permit Coordinator Resee Collins, Resee_Collins@fws.gov, (404) 679-4163

Southeast Region Eagle Biologist Ulgonda Kirkpatrick, Ulgonda_Kirkpatrick@fws.gov, (352) 408-6780

Eagle Nest means any assemblage of materials built, maintained, or used by Bald Eagles or Golden Eagles for the purpose of reproduction.

In-use Nest means a bald or golden eagle nest characterized by the presence of one or more eggs, dependent young, or adult eagles on the nest in the past 10 consecutive days during the breeding season.

Alternate Nest means one of potentially several nests within a nesting territory that is not an in-use nest at the current time. When there is no in-use nest, all nests in the territory are alternate nests.

Disturb/Disturbance means to agitate or bother a bald or golden eagle to a degree that causes, or is likely to cause, based on the best scientific information available, (1) injury to an eagle, (2) a decrease in its productivity, by substantially interfering with normal breeding, feeding, or sheltering behavior, or (3) nest abandonment, by substantially interfering with normal breeding, feeding, or sheltering behavior.

Bald Eagle Nesting Season is generally October 1 – May 15, however the nest may be in-use prior to October 1 or after May 15.

A. General conditions set out in Subpart B of 50 CFR 13, and specific conditions contained in Federal regulations cited above, are hereby made a part of this permit. All activities authorized herein must be carried out in accordance with and for the purposes described in the application submitted. Continued validity, or renewal of this permit is subject to complete and timely compliance with all applicable conditions, including the filing of all required information and reports.

B. You are responsible for ensuring that the permitted activity is in compliance with all federal, tribal, state, and local laws and regulations applicable to eagles.

C. Valid for use by permittee named and any subpermittees (See Condition H).

D. The authorizations granted by this permit apply only to take that results from activities conducted in accordance with the description contained in the permit application and the terms of the permit. For all project activities phased over a multi-year period related to the development of the Parmalee Key community project on Islamorada, in Monroe County, Florida, you are authorized to:



SHORT-TERM EAGLE INCIDENTAL TAKE

Permit Number: MBPER4629105

Version Number: 0

Effective: 2023-10-01 Expires: 2028-09-30

Take by means of disturbance incidental to your activities (1) pair of nesting Bald Eagles including the loss of productivity of eggs or young due to potential abandonment of the Bald Eagle nest identified as MO014

Eagle Nest MO014 location: 24.86321N, -80.72366W, Parmalee Key, Islamorada, Monroe County, Florida

Project activities are occurring no closer than 100 feet from the eagle nest tree during any time of the year.

E. This permit does not authorize intentional take or injury of any live eagles or take of any eagle nest.

You must immediately contact Marathon Wild Bird Center, 5550 Overseas Highway, Marathon, Florida, (305) 743-8382, to coordinate transportation of any injured eagle. Within 24 hours you must notify the Southeast Region Eagle Permit Coordinator by phone and email upon discovery of any injured or dead eagle, including eggs or young.

F. You are authorized to salvage eagle feathers found on the ground in the vicinity of the nest located in Condition D. Any salvaged items must be shipped within 30 days to the National Eagle Repository, U.S. Fish and Wildlife Service, RMA, Bldg. 128, 6550 Gateway Road, Commerce City, Colorado, 80022. Phone Number: (303) 287-2110.

G. You must comply with the following avoidance and minimization measures prescribed by this permit as follows:

1. Protected Species.

a. Florida Bonneted Bats.

Clearing of native vegetation is prohibited within 100 feet of the nest tree at any time. You must survey all native trees on project property for Florida Bonneted Bats prior to being cleared. If bats are located during your survey, you must contact the USFWS South Florida Ecological Services Office at (772) 778-9516 for guidance.

b. Eastern Indigo Snake.

Implement the Standard Protection Measures for the Eastern Indigo Snake found at

https://www.fws.gov/sites/default/files/documents/STANDARD%20PROTECTION%20MEASURES%20FOR%20THE%20EASTERN%20INDIGO%20SNAKE%20FL%26%20GA_2022.pdf

1. Eagle Nest Buffer. Avoid all exterior construction, heavy landscaping and associated project activities within 100 feet of the eagle nest structure during any time of year;

a. Where feasible on the landscape, you will install a temporary protective barrier to delineate the 100 foot buffer around the eagle nest tree;

b. All native vegetation and overstory tree clearing is strictly prohibited in this buffer;

c. You can conduct vegetation and nesting platform maintenance only while the nest is not in-use;

d. Post no trespassing signage on the barrier perimeter; and

e. Minimize and/or avoid to the degree practicable human access by foot and/or vehicle.

2. FOR ACTIVITIES WITHIN 660 FEET OF THE EAGLE NEST TREE

a. You will install an alternative nesting platform within sightline of the nest tree to promote the persistence of eagles in this territory and provide a structure to support long-term nesting on the Project site. The platform will be installed outside of Lot 11, along the southeastern edge of the Project site, as described in the application signed and dated May 21, 2023;

b. If any construction or project activities are conducted when the nest is in-use, project personnel must minimize noise to the degree practicable, including:

(a) No excessive and/or sudden loud noise including engine braking, tailgate banging, loud radios, etc.;

(b) Minimize and/or avoid the use of "reverse" indicator alarms;

(c) Saws and/or other handheld power tools must be used indoors, whenever practicable;

(d) Post signage on the project site indicating the need for quiet to the extent practicable;

(e) Properly maintain and remove all trash from Project site; and

(f) Establish equipment staging and parking for project personnel outside of 330 feet from the eagle nest tree;

c. Retain and preserve the largest trees outside of the project footprint; and

d. Project activities farthest from the eagle nest should occur prior to project activities closest to the nest.

4. Provide pertinent information related to the onsite eagle nest and nest platform in any deed of sale for the Project Site.

5. Maintain and/or create, enhance or expand the native vegetation buffer between the project activities and the eagle nest by planting pines and/or hardwoods and native groundcover.

6. Down-shield all new permanent exterior lighting so that lights do not shine directly onto the eagle nest.

7. Follow state and federal guidelines, laws and label instructions at all times if using pesticides, herbicides, or other chemicals on property identified in Condition D. To the degree practicable, avoid the use of anticoagulant pesticides/rodenticides and the widespread use of insecticides to help minimize impacts to foraging birds and bats.

8. If applicable, coordinate the design and construction or retrofitting of new and existing above ground utility lines to be in compliance with the Avian PowerLine Interaction Committee (APLIC) Guidelines found at www.aplic.org to reduce the potential for any electrocution, collision and/or nesting of avian species.

H. Subpermittees.



SHORT-TERM EAGLE INCIDENTAL TAKE

Permit Number: MBPER4629105

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1. Any person who is employed by or under contract to you for the activities specified in this permit, or otherwise designated a subpermittee by you in writing, may exercise the authority of this permit.
2. A subpermittee is an individual to whom you have provided written authorization to conduct some or all of the permitted activities in your absence. Subpermittees must be at least 18 years of age.
3. Any subpermittee who has been delegated this authority may not re-delegate to another individual/business.
4. You are responsible for ensuring that your subpermittees are qualified to perform the work and adhere to the terms of your permit. You are also responsible for maintaining current records of designated subpermittees. As the permittee, you are ultimately legally responsible for compliance with the terms and conditions of this permit and that responsibility may not be delegated.
5. You and any subpermittees must carry a legible copy of this permit and display it upon request whenever exercising its authority.

I. Monitoring Requirements.

1. A qualified monitor is required to monitor eagle use of the nesting territory, which is defined as up to a 1.5 mile radius of the eagle nest identified in Condition D, on property that is legally accessible by you to determine nest use, productivity, and/or nest failure during the nesting season. The monitor must be experienced in recognizing specific patterns and changes in eagle behavior. The monitor must be as inconspicuous as possible, so not to cause a disturbance with their presence. When applicable, a wildlife blind or viewing location out of direct sight of the eagles is recommended.

If a new eagle nest is built on the property described in Condition D, or within the nesting territory, you must report that new eagle nest location within 10 days to the Southeast Region Eagle Biologist. Additional monitoring and authorization may be required based on the new eagle nest location.

2: Eagle Monitoring Schedule.

You must monitor while project activities are being conducted and for an additional (1) nesting season after the project has been completed.

Monitoring must occur at a time of day when eagles are most likely to be in the area and must be conducted according to the following schedule:

Frequency	Eagle Monitoring Schedule	Time	Time of Day
Once	November	60 – 90 minutes	Begin ¼ hour before sunrise or before sunset
Once	Between December 15 and January 15	60 – 90 minutes	Begin ¼ hour before sunrise or before sunset
Once	Between February 15 and March 15	60 – 90 minutes	Begin ¼ hour before sunrise or before sunset
Once	April	60 – 90 minutes	Begin ¼ hour before sunrise or before sunset
Once	May	60 – 90 minutes	Begin ¼ hour before sunrise or before sunset
Once	Every month after until fledging or nest failure is documented	60 – 90 minutes	Begin ¼ hour before sunrise or before sunset

4. Monitoring reports must include the following information:

- a. Date and length of time Bald Eagles were observed;
- b. Time of day monitoring started and ended;
- c. Number and age of Bald Eagles observed (i.e. juvenile, immature, subadult, adult); if age is not known, provide description;
- d. Observed behavior (e.g. perching, feeding, sitting on or attending nest, in flight);
- e. If a new eagle nest is built on or adjacent to your property, the new location and whether the eagles produced young at that site;
- f. If any eagle nesting attempt was successful, failed or the eagles abandoned the area; and
- g. A description of any human activity occurring during the observation period, (e.g. construction, road building, use of machinery, etc.).

J. Reporting Requirements.

1. You may use Form 3-202-15 Eagle Take Annual Report to report monthly and annual Bald Eagle monitoring activities. Use of this form is not mandatory, but the same information must be submitted.

If no eagle activity is observed, a report indicating "no activity observed" is required.

If project activities were delayed or not conducted, an annual report indicating "no activities occurred" is required.

2. All reports must be submitted:

- a. Electronically to FW4eaglemonitoring@fws.gov. The email subject line for each report submitted must reference the permit number, project title or name, and month/year of report, or
- b. If you cannot send the report electronically, you may mail it to:
U.S. Fish and Wildlife Service Migratory Bird Permit Office, 1875 Century Blvd., Atlanta, Georgia, 30345.



SHORT-TERM EAGLE INCIDENTAL TAKE

Permit Number: MBPER4629105

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Effective: 2023-10-01 Expires: 2028-09-30

3. Monitoring Reports: You must annually submit all of your monitoring reports including a brief summary by June 30 of each calendar year a report is required.

K. Migratory Bird Conservation.

a. For avoidance and minimization measures pertaining to all migratory birds, visit

<https://www.fws.gov/library/collections/avoiding-and-minimizing-incident-take-migratory-birds> (<https://www.fws.gov/library/collections/avoiding-and-minimizing-incident-take-migratory-birds>)

50 CFR 22.80 STANDARD CONDITIONS EAGLE TAKE (DISTURBANCE) PERMIT

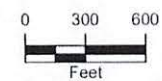
All of the provisions and conditions of the governing regulations at 50 CFR part 13 and 50 CFR part 22.80 are conditions of your permit. Failure to comply with the conditions of your permit could be cause for suspension of the permit and/or citation. The standard conditions below are a continuation of your permit conditions. If you have questions regarding these conditions, refer to the regulations and forms, or to obtain contact information for your issuing office, visit: <https://www.fws.gov/program/migratory-bird-permit/permit-types-and-forms> (<https://www.fws.gov/program/migratory-bird-permit/permit-types-and-forms>).

1. This permit does not authorize you to conduct activities on federal, state, tribal or other public or private property without additional prior written permits or permission from the agency/landowner.
2. You remain responsible for all outstanding monitoring requirements and mitigation measures required under the terms of the permit for take that occurs prior to cancellation, expiration, suspension, or revocation of the permit. Provisions for discontinuance of permit activity are outlined in 50 CFR 13.26.
3. You must maintain records as required in 50 CFR 13.46 and 50 CFR 22. Your records must also include the data gathered for monitoring and reporting purposes. All records relating to the permitted activities must be kept at the location indicated in writing by you to the migratory bird permit issuing office.
4. Acceptance of this permit authorizes the U.S. Fish and Wildlife Service to inspect and audit or copy any permits, books or records required to be kept by the permit and governing regulations (50 CFR 13.47).
5. You must allow Service personnel or other qualified persons designated by the Service, access to the areas where eagles are likely to be affected by your project activities, at any reasonable hour, and with reasonable notice from the Service, for purposes of monitoring eagles at the site(s) while the permit is valid and for up to 3 years after it expires.
6. The Service may amend, suspend, or revoke a permit issued under this section if new information indicates that revised permit conditions are necessary, or that suspension or revocation is necessary, to safeguard local or regional eagle populations. This provision is in addition to the general criteria for amendment, suspensions and revocation of Federal permits set forth in 50 CFR 13.23, 13.27, and 13.28 of this chapter.
7. To renew this permit if the activities described in Condition D have not been completed by the expiration date of this permit, permittee must meet issuance criteria at the time of renewal and must also have been in compliance with permit conditions, including all monitoring and reporting requirements of the original permit.
8. If your permit activity changes after a permit is issued, you must immediately contact the Service to determine whether a permit amendment is required in order to retain take authorization. You may request amendment to your permit if the permitted activity changes and the change(s) conflicts with your current permit conditions.

The Service will charge a fee for substantive amendments made to permits within the time period that the permit is still valid. The fee is \$500 for commercial permittees and \$150 for non-commercial permittees (50 CFR 13.11(d)(4)). Substantive amendments are those that pertain to the purpose and conditions of the permits and are not purely administrative. Administrative changes, such as updating name and address information, are required under 13.23(c), and the Service will not charge a fee for such amendments. Requests for substantive amendment must be submitted via Form 3-200-71.



- Parmelee Key Site (+/-40.0 ac)
- Not Included
- Inactive Nest
- Lost Nest
- Nest Buffer (100 ft)
- Nest Buffer (330 ft)
- Nest Buffer (660 ft)



Sources: FDOT Imagery, 2022; EcoWild, 2023



Enclosure 2
Nest Location Map
Inactive Nest MO014
Parmelee Key
Monroe County, Florida

Colleen Reilly

From: Colleen Reilly
Sent: Friday, October 6, 2023 5:55 PM
To: Kirkpatrick, Ulgonda
Cc: Randal Bellestri
Subject: RE: [EXTERNAL] RE: MO014 (MBPER4629105)
Attachments: RDB Industries_Parmelee Key_Platform.heic

Hi Ulgonda,

I am providing the following information to USFWS on behalf of RDB Industries Inc (RDB) (MBPER4629105). RDB and their local contractor have built and installed a nesting platform at Parmelee Key in accordance with the information provided in the application. We have attached a photo for reference and documentation purposes. The pole is about 37 feet above ground and the platform is 4'x5'. It includes the extendable perches and the predator guard. So far, no eagles have been seen on the property.

Please let us know if you have any questions.

Thank you!
Colleen

Colleen M. Reilly

Principal

EcoWild Consulting Group
Tampa, Florida
(813) 410-1713



From: Kirkpatrick, Ulgonda <ulgonda_kirkpatrick@fws.gov>
Sent: Thursday, August 24, 2023 12:47 PM
To: Colleen Reilly <creilly@ecowildconsulting.com>
Cc: Randal Bellestri <rbellestri@ameritech.net>
Subject: Re: [EXTERNAL] RE: MO014





ISLAMORADA, VILLAGE OF ISLANDS
PLANNING AND DEVELOPMENT SERVICES DEPARTMENT
86800 Overseas Highway ♦ Islamorada, Florida 33036 ♦ 305-664-6400 ♦
www.islamorada.fl.us

April 16, 2024

Anna Richards
88888 Overseas Hwy
Tavernier, FL 33070

Sent via CityView Portal

Subject: Pre-Application (File No. PLPRE20240046)

Dear Applicant,

Thank you for your Application for a Pre-Application Conference ("Application"). The following is the Planning and Development Services Department's ("Staff") analysis of your questions and a summary of the meeting held on April 10, 2024. The purpose of the Pre-Application Conference is to familiarize the applicant with the applicable provisions of Chapter 30, *Land Development Regulations (LDRs)*, of the Code of Ordinances ("Code") of Islamorada, Village of Islands, Florida (the "Village"), the processes required to permit the proposed development indicated by your application.

The property is identified as the "Eagle Area" on Parmalee Key with the Real Estate Number 00394433-002100 (the "Property"). The Property is categorized within the Future Land Use Map (FLUM) as Residential Low (RL) and is within the Residential Estate (RE) Zoning District.

The following question was presented by the applicant:

- *Meeting to separate Eagle area to make a lot according to the plat and not included within community area.*

As discussed in the meeting, with the Take Permit issued, the Eagle nest relocated, and the opinion staff received from legal; the lot is considered a buildable lot, and no other lot line adjustments for this area are necessary to accommodate construction.

Staff also discussed that any future modifications to the original plat (greater than three lot line adjustments) would require a re-plat application to be filed.

After the meeting it was discovered by staff this lot was not originally assessed Wastewater fees as it was not anticipated at the time of plat approval it was going to be developed. Wastewater fees will be charged at the time of any future development to the lot.

This pre-application letter is based solely upon the information provided by the applicant and is only intended to familiarize the applicant with the provisions of the land development regulations currently in effect that may be applicable to the development project proposed by the applicant. The information provided herein is subject to change based upon the adoption of new policies or regulations, the repeal of existing policies or regulations, submission of additional information, or a determination that incomplete/inaccurate information or misstatements of fact were provided by the applicant. This letter is not a development approval, order or permit, and nothing contained herein shall be construed or interpreted as conveying, conferring, granting or denying any building, development or vested rights. This is not an administrative decision or interpretation regarding the provisions of the comprehensive plan or land development regulations. A final decision or interpretation of the applicable policies and regulations cannot be made until the applicant submits a complete development application for review.

Pursuant to Section 30-281(a) of the Code of Ordinances: Any person aggrieved by an administrative decision or interpretation of the director of planning and development services, the building official or other village administrative official regarding the provisions of this chapter may appeal such decision or interpretation. The appeal shall be initiated within 30 days of the date of receipt by the aggrieved person of mailed, or posted, or published notice of the administrative decision or interpretation by filing an appeal with the director in a form specified by the planning and development services department for reviewing the application, and shall be accompanied by an application fee that is established by the village council from time to time to defray the actual cost of processing the appeal. Failure to file an appeal within the timeframe specified, and exhaust all administrative remedies provided for in this chapter, shall constitute a waiver of all rights to appeal any interpretation or determination made by the village.

If you require additional information, please feel free to contact me.

Sincerely,



Jamie Terry
Planning & Zoning Technician
86800 Overseas Highway
Islamorada, FL 33036
Telephone: (305) 664-6426
E-mail: jamie.terry@islamorada.fl.us

LARA Corporations Online Filing System

Department of Licensing and Regulatory Affairs

ID Number: 800005353

[Request certificate](#)[Return to Results](#)[New search](#)

Summary for: RDB INDUSTRIES, INC.

The name of the DOMESTIC PROFIT CORPORATION: RDB INDUSTRIES, INC.

Entity type: DOMESTIC PROFIT CORPORATION

Identification Number: 800005353 Old ID Number: 000829

Date of Incorporation in Michigan: 07/13/1993

Purpose: All Purpose Clause

Term: Perpetual

Most Recent Annual Report: 2024

Most Recent Annual Report with Officers & Directors: 2018

The name and address of the Resident Agent:

Resident Agent Name: RANDAL D BELLESTRI

Street Address: 765 ARMY RD

Apt/Suite/Other:

City: LEONARD

State: MI

Zip Code: 48367

Registered Office Mailing address:

P.O. Box or Street Address:

Apt/Suite/Other:

City:

State:

Zip Code:

The Officers and Directors of the Corporation:

Title	Name	Address
PRESIDENT	RANDAL D BELLESTRI	765 ARMY ROAD LEONARD, MI 48367 USA
TREASURER	KIMBERLY BELLESTRI	765 ARMY ROAD LEONARD, MI 48367 USA
SECRETARY	KIMBERLY BELLESTRI	765 ARMY ROAD LEONARD, MI 48367 USA
DIRECTOR	RANDAL D BELLESTRI	765 ARMY ROAD LEONARD, MI 48367 USA

Act Formed Under: 284-1972 Business Corporation Act

Total Authorized Shares: 60,000

Written Consent







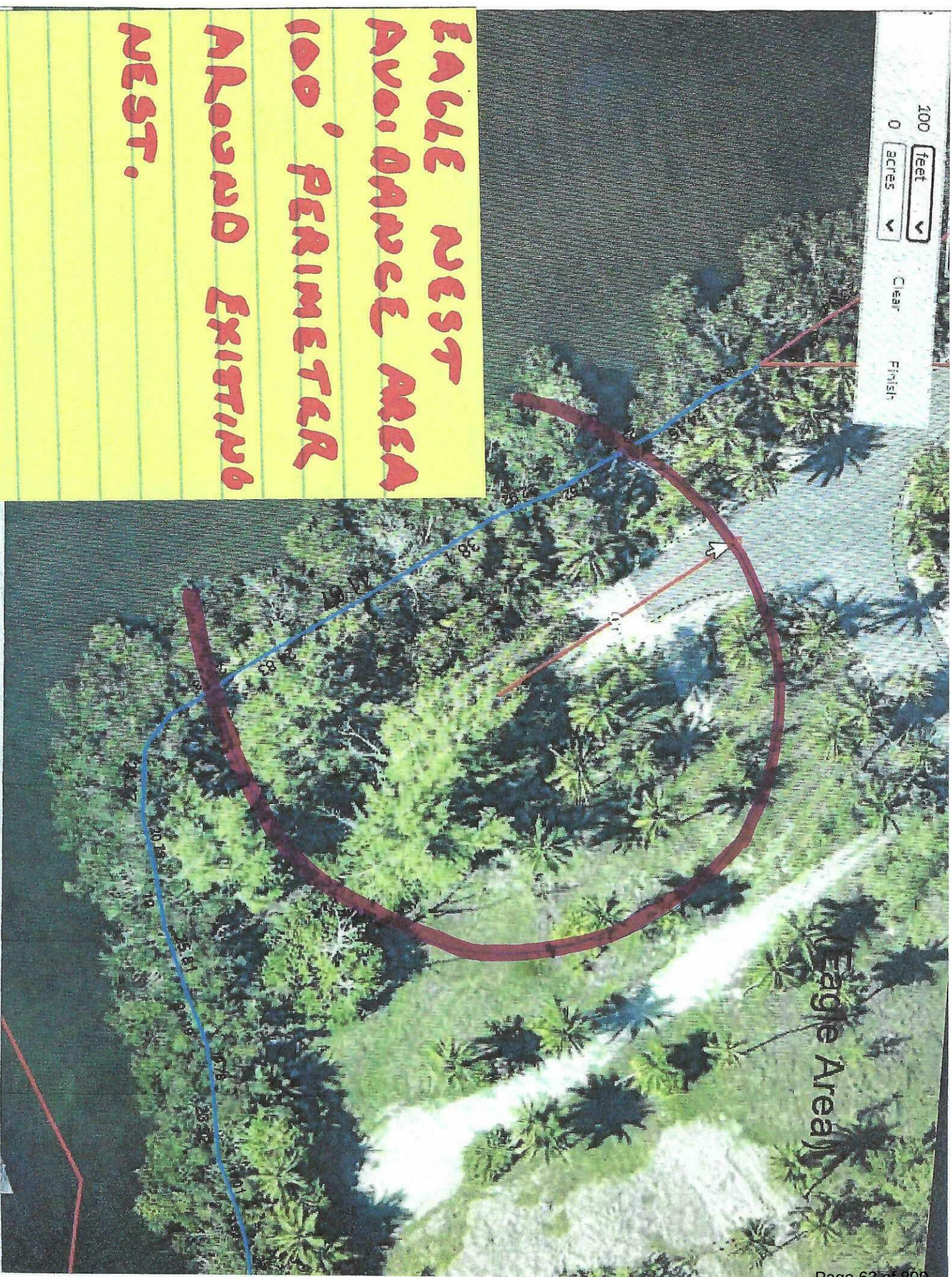






Eagle Area

EAGLE NEST
AVOIDANCE AREA
100' PERIMETER
AROUND EXISTING
NEST.





1.929 feet
4.573 acres
Clear

394433.0001

394433.0021

(Community Waterway)

Eagle Area

Certificate No. 4079 (for 2001-100)

LOWER MATECUMBE

Alternate ID 9104206
Class VACANT RES

Owner Address: RDB INDUSTRIES INC
25 16th Ave S
Naples FL 34102

VEGETATION SURVEY

of

**Acreage Parcel of 5 Tracts, Matecumbe Sandy Beach
Subdivision, Lower Matecumbe Key
Village of Islamorada, Monore County, FL - MM75 on
Sandy Cove Ave. Parcel #s 00394420, 00394430,
394440, 00394450, & 394460-000000
Sec20-Twn64-Rge36**

for

**Mr. Victor Ballestas – “Eagle’s Mere” Project
Village of Islamorada, Florida**

August 30, 2015

Prepared by: Harry A. DeLashmutt, Biosurveys, Inc.
794 26th Street
Marathon, Florida 33050
Phone – (305) 942-9221

Email – hdelashmutt@comcast.net

Vegetation Survey

This habitat assessment and upland vegetation survey of the subject property was conducted on the week of August 10, 2015 by the undersigned. The Parcel of five (5) separate parcel numbers has a lagoon and water access to the Florida Bay on the north end. It is in the Matecumbe Sandy Beach subdivision of the Village of Islamorada. The parcel has clusters of native hardwood trees isolated by mechanical mowing of ground cover. There is a very high number of invasive exotic plants and trees on the site. The dominant pest plant is the Australian Pine. The subject property is undeveloped with the exception of a single family residence located on the north end that was constructed in the early 1960's. The upland area was formed from historic canal and lagoon dredging which deposited spoil on low lying land. There are plans for development of the property and this survey provides a snapshot of existing native vegetation located on the parcel.

In addition to the overall survey and inventory of plants, the lot was inspected for vegetation listed as protected, threatened, regionally important, commercially exploited, or for any endangered species. A careful review of any wetland indicators or surface waters was conducted. There is a small shoreline fringe wetland identified on this lot at the southeast corner of this land acreage. It is approximately 80 ft wide and consists of Buttonwood and mangroves. There are no other wetlands located on the parcel.

Noted biological factors of percentage of disturbance by invasive exotics, density of native vegetation, tree size, the presence of nuisance or non-native plants invading the area, and past evidence of disturbance were used in the assessment for habitat classification. Steel tree diameter tape was used for all trunk diameter measurements.

The identification and field inventory of plants on this subject parcel referenced the resources - *Notes on Florida's Endangered and Threatened Plants* by Florida Department of Agriculture; *Native Trees and Shrubs of the Florida Keys* by Paul Scurlock; *Trees of Everglades National Park and the Florida Keys* by George Stevenson; and *Identification & Biology of Non-Native Plants in Florida's Natural Areas* by Langeland & Burks. Soils and substrate were assessed using *Soil Survey of Monroe County, Keys Area, Florida*, by the US Department of Agriculture.

Description of Property:

The parcel is currently gated with gravel access roads throughout. The total upland and transitional area according to the Monroe Land Appraiser is 37.93 acres. The upland areas have been kept mowed over the years and there is minimal development. Large invasive exotic trees dominate the landscape. Gumbo Limbo trees, Green Buttonwood, and Sea Grape are the predominant native species that make up the secondary plant cover over the Parcel. There are exotic palms – mostly Coconut Palms found throughout the area. There are no indications of functional wetlands or seasonal wetlands on this property other than the narrow transition or ecotone along the shorelines. Red, Black, and White Mangroves are found along the shoreline of the Lot beyond the mhw line.

Vegetative Habitat Analysis of Property:

In accordance with the Village of Islamorada Land Development Regulations, any native plant that measures 3.5 inches or greater in diameter at breast height (DBH) requires mitigation if impacted by use or development. This survey identifies all regulated trees by species and size, and they are marked with blue tree marking paint (facing to the access roads). The trees are mapped by an alpha symbol and size to their relative locations, and species listed in the vegetative inventory below. These regulated trees will need to be mitigated for if they receive impact from any development or clearing. A separate “mitigation plan” is required when the development site plan is identified and staked out on the Parcel.

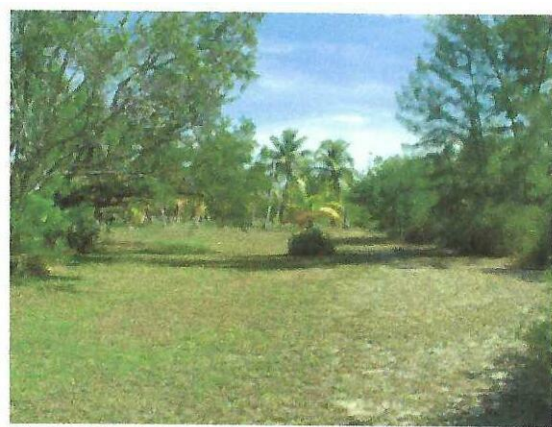
The listed or “protected status” vegetation on the Parcel is also required to be identified, measured, marked, and mapped in accordance with the Village regulations. There are plants found on the Lot that are classified as State & Federal protected, regionally important, threatened, and as endangered species. All such plants have also been marked with blue marking paint on the site. These plants are given a higher level of attention in the mitigation protocols of the Village. Their protected status is noted in the attached inventory listing of plants.

As with any property or development in Florida, invasive exotic vegetation is a real problem for the owner. The State of Florida - Pest Plant Council has compiled a listing of the most threatening exotic plants to the natural environment or what they refer to as Class I invasive exotic pest plants. The plants listed by the State as Class II or III are the exotics that have the potential to threaten the natural habitat and also must be eradicated from the property as a condition of development in accordance the Village Code. The Code requires continual maintenance to control the pest species by the property owner after any eradication measure.

A Vegetation Survey Photo-map has been prepared and is included in this report. Please refer to it for the locations of plants found on the property. All native regulated and listed plants have been identified on the map by alpha symbol denoting the species and their measured size either by the trunk diameter in inches at breast height noted by the numeral following it or its overall size height depicted by a numeral and foot symbol ('). This last measurement is used primarily for listed plants below the regulated size of 3.5 inches diameter and all palms measured only to their apex without fronds / leaves.

Habitat in General:

The overall upland vegetation is representative of a highly disturbed habitat. Due to the high level of invasive exotic plants and the mechanical mowing that has occurred over time, present classification of habitat on this Parcel is “Disturbed Land” – 740.0”. The understory is reduced dramatically and there is very little natural ground cover. There is no adjacent hammock of significant size for “connectivity” effects on the habitat of this Parcel. Because of this classification, a formal “Habitat Analysis” for the property is not recommended and the lack of significant connection to other natural habitat is non-existent.



Typical Open Areas that are Kept Mowed



Green Buttonwood Line the Access Roads with Palms

Protected Animal Species Evaluation:

A review of the Village and Monroe County's "Protected or Endangered Animal Species Habitat Maps" revealed only the Eastern Indigo Snake and the Schaus's Swallowtail Butterfly as potential wildlife habitat within the upland area of the subject Parcel. The undersigned found no signs of or suitable habitat for the endangered snake on this property. There are suitable attractant plants that the Schaus's Butterfly prefers such as Yellowroot (Mouses Pineapple) found on the property, but they are few in numbers. There is suitable browse for transiting birds and small mammals due to berry producing trees and plants. The Parcel has very little ground cover for wildlife. During this survey work on the lot, there were no signs of protected wildlife species or their critical / suitable habitat except for a possible Bald Eagle's nest in an Australian Pine near the southeast corner of the parcel. It is locally known that an Eagle uses the nest. There is no evidence of protected arboreal (tree) snail habitat on this Parcel. Sea turtle nesting habitat appears to be highly improbable with the armoring and rip rap of the entire shoreline of the Parcel.



East Side Shoreline – Infested w/ Australian Pine



Typical Growth at bases of Australian Pines

Plant Codes for The Vegetative Species List Below are:

Protected (P); Threatened (T); Endangered (E); Regionally Important (RI); Invasive Exotic (IEX); Exotic (EX); Native plant codes are (N) followed by their status or value.

Vegetative Species Inventory on Parcel

Common Name	Scientific Name	Status	Notes
Green Buttonwood	<i>Conocarpus erectus</i>	N	
Silver Buttonwood	<i>Conocarpus erectus</i> var. <i>sericeus</i>	N	
Bay Cedar	<i>Suriana maritima</i>	N - RI	
Beggars Tick	<i>Desmodium incanum</i>	N	
Beach Lilly	<i>Hymenocallis latifolia</i>	N	
Blackbead	<i>Pithecellobium keyense</i>	N - T	
Black Ironwood	<i>Krugiodendron ferreum</i>	N - RI	
Black Mangrove	<i>Avicennia germinans</i>	N - P	
Blacktorch	<i>Erithalis fruticosa</i>	N - T	
Bladdermallow	<i>Herissantia crispa</i>	N	
Blolly	<i>Guapita longifolia</i>	N	
Blue Porterweed	<i>Stachytarpheta jamaicensis</i>	N	
Cinnecord	<i>Acacia choriophylla</i>	N - E	
Crabwood	<i>Ateramnus lucidus</i>	N	
Cats Claw	<i>Pithecellobium unguis-cati</i>	N	
Firebush	<i>Hamelia patens</i>	N	
Florida Thatch Palm	<i>Thrinax radiata</i>	N - E	
Golden Creeper	<i>Ernodea littoralis</i>	N - RI	
Greenbriar Vine	<i>Smilax auriculata</i>	N	
Gumbo Limbo	<i>Bursera simaruda</i>	N	
Inkwood	<i>Exothea paniculata</i>	N - RI	
Jamaica Caper	<i>Capparis cynophallophora</i>	N	
Jamaica Dogwood	<i>Piscidia piscipula</i>	N	
Lanternvine	<i>Herissantia crispa</i>	N	
Lignum-vitae	<i>Guaiacum sanctum</i>	N - E	
Limber Caper	<i>Capparis flexuosa</i>	N	
Marlberry	<i>Ardisia escallonioides</i>	N	
Mayten	<i>Maytenus phyllanthoides</i>	N - T	
Milkpea	<i>Galactia striata</i>	N	
Mouses Pineapple	<i>Morinda royoc</i>	N	
Morning Glory	<i>Ipomea indica</i>	N	
Pigeon Plum	<i>Coccoloba diversifolia</i>	N	
Pitch Apple	<i>Clusia rosea</i>	N	
Poisonwood	<i>Metopium toxiferum</i>	N	
Red Mangrove	<i>Rhizophora mangle</i>	N - P	
Randia	<i>Randia aculeate</i>	N	
Sabal Palm	<i>Sabal palmetto</i>	N	
Saffron Plum	<i>Sideroxylon celastrina</i>	N	
Saltwort	<i>Batis maritima</i>	N	
Scorpion tail	<i>Heliotropium angiospermum</i>	N	
Sea Daisy	<i>Borrchia frutescens</i>	N	

Sea Oxeye	<i>Borrchia arborescens</i>	N
Sea Grape	<i>Coccoloba uvifera</i>	N
Sea Purslane	<i>Sesuvium portulacastrum</i>	N
Seashore Cordgrass	<i>Spartina spp.</i>	N
Strangler Fig	<i>Ficus aurea</i>	N
Shortleaf Fig	<i>Ficus citrifolia</i>	N
Spanish Needles	<i>Bidens alba</i>	N
Spanish Stopper	<i>Eugenia foetida</i>	N
Strongbark	<i>Bourreria ovata</i>	N
Tickseed	<i>Coreopsis leavenworthii</i>	N
Virginia Creeper	<i>Parthenocissus quinquefolia</i>	N
White Stopper	<i>Eugenia axillaries</i>	N
Wild Lantana	<i>Lantana involucrate</i>	N
West Indies Mahogany	<i>Swietenia mahagoni</i>	N - T
Willow Bustic	<i>Sideroxylon salicifoliuma</i>	N
White Mangrove	<i>Laguncularia racemosa</i>	N - P
Yellow Joyweed	<i>Alternanthera flavenscens</i>	N

Dominant Exotic Plants

Coconut Palm	<i>Cocos nucifera</i>
St. Augustine Grass	<i>Sienotaphrum secundatum</i>
Norfolk Island Pine	

Invasive Exotic Plants:

Australian Pine	<i>Casuarina spp.</i>	IEX I
Beach Naupaka	<i>Scaevola sericea</i>	IEX I
Bowstring Hemp	<i>Sansevieria hyancinthoides</i>	IEX I
Brazilian Pepper	<i>Schinus terebinthifolius</i>	IEX I
Lead Tree	<i>Leucaena leucocephala</i>	IEX II
Melaleuca	<i>Melaleuca quinquenervia</i>	IEX I
Oyster Plant	<i>Tradescantia spathacea</i>	IEX II
Seaside Mahoe	<i>Thespesia populnea</i>	IEX I
Senegal Date Palm	<i>Phoenix dactylifera</i>	IEXII
Torpedo Grass	<i>Panicum repens</i>	IEX I

Wildlife List: (Observed During Survey Work)

Cloudless Sulphur Butterfly	<i>Phoebis sennae</i>
Common Grackle	<i>Quiscalus quiscula</i>
Crab Spider	<i>Casteracantha cancriformis</i>
Cuban Anole	<i>Anolis sagreii</i>
Hermit Crab	<i>Pagurus spp.</i>
Terrestrial Crab	<i>Cardisoma guanhumu</i>
Yellow-rumped Warbler	<i>Dendroica coronata</i>
Mockingbird	<i>Mimus polyglottos</i>
Ringed Turtle Dove	<i>Streptopelia risoria</i>

*Note: Probable Nest of Bald Eagle found in Australian Pine on SE Corner of Property

Contacts:

Please contact Harry DeLashmutt at (305) 942-9221 for any further analysis, recommendations or questions concerning this vegetative survey. Contact the Village of Islamorada biologist for specific requirements or permits necessary for any action dealing with the removal or disturbance of vegetation on this site.



Subject Parcel Aerial 2012 – Monroe County Appraiser's Palmis Photo

Photo Map References:

The Survey mapping of regulated and listed plants found on this parcel utilizes Google aerial photos in sections due to the size area. The symbols and sizes are in black ink and represent the relative locations of each plant. Invasive exotic pest plants are not identified due to the predominance of their coverage. Single numerals following alpha characters on the map are inches diameter at breast height of the tree trunks. The numeral following the alpha character with a foot symbol (') is overall height of smaller plants or shrubs. All native palms are measured in feet of clear wood trunk and no fronds. Alpha character plant symbols are referenced below. All photo maps are oriented with a north directional bearing arrow and scale. Match lines are in red ink.

**Plant Symbols Used on Vegetation Survey Photo Mapping
of Regulated (4" or greater dia.) & Listed (protected) Plants**

BC	Bay Cedar
B	Buttonwood
BB	Blackbead
BI	Black Ironwood
BL	Blolly
BT	Black-torch
BM	Blk Mangrove
C	Golden Creeper
CI	Cinnecord
FT	Florida Thatch Palm
G	Gumbo Limbo
J	Jamaica Dogwood
LV	Lignum-vitae
M&MT	Mayten
P	Poisonwood
PA	Pitch Apple
SB	Silver Buttonwood
SF	Strangler Fig
SLF	Short Leaf Fig
SG	Sea Grape
SP	Silver Palm
S	Sabal Palm
WM	White Mangrove



Survey and report conducted by Harry DeLashmutt

Consulting Biologist

August 30, 2015

Attachments:

Veg. Survey Photo-Maps, Aerial Photo, Land Survey and Land Data – on following Pages:

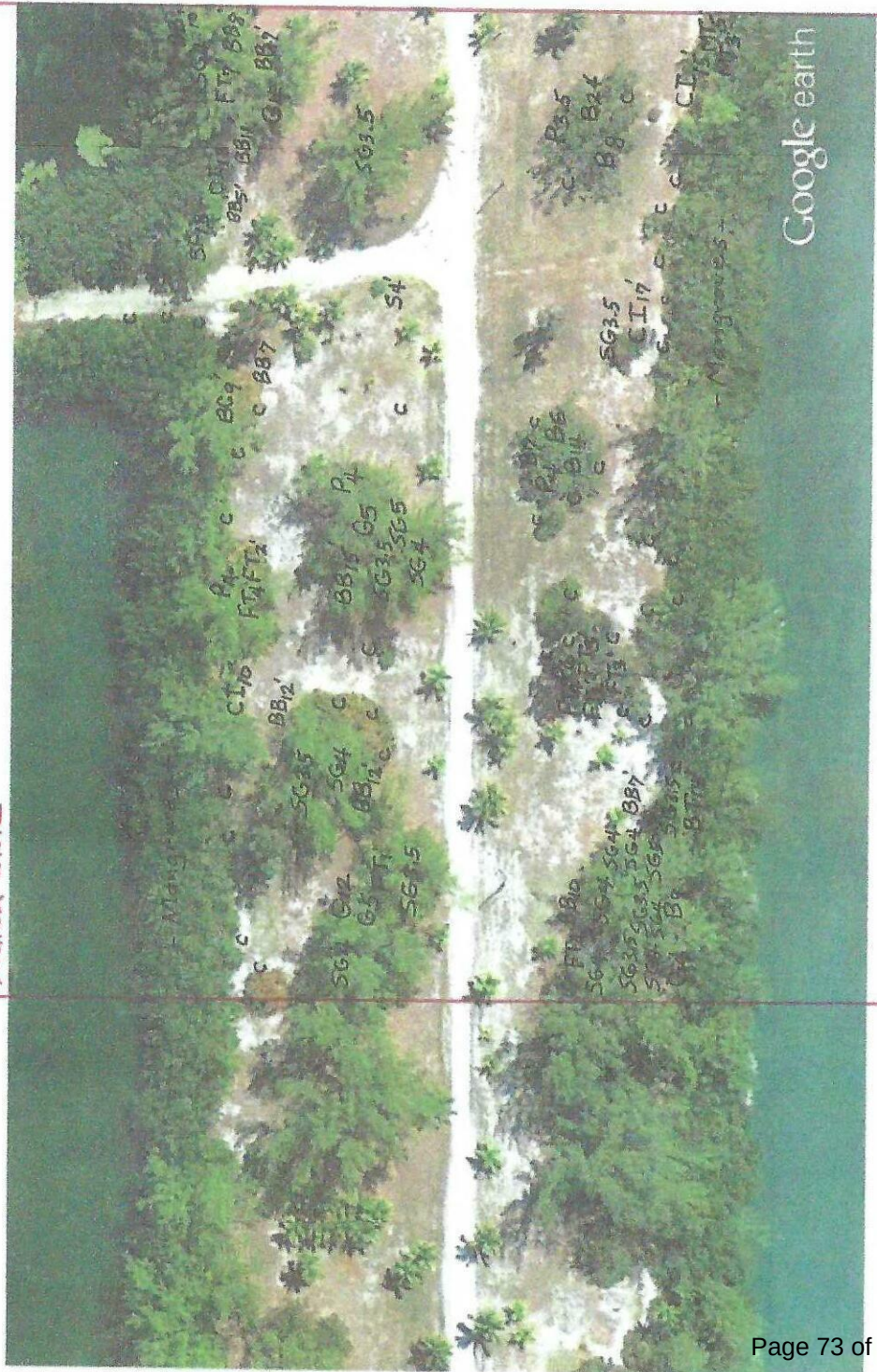
Match Line



Google earth

800 Google earth

Match Line



Google earth

800 Google earth

Match

Match line

Google earth

Google earth

feet
meters

100

400

Match Line



Google earth

Google earth

feet
meters

400
100



Match Line



Google earth

feet
meters

400
100



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[Previous Record](#) **Alternate Key: 1482765 Parcel ID: 00394420-000000** [Next Record](#)

Ownership Details

Mailing Address:

PARMELEE FAMILY TR AG
11/22/1972
16565 KENNETH RD
STILWELL, KS 66085-9280

All Owners:

PARMELEE FAMILY TR AG
11/22/1972, SANKPILL L ALAN,
SANKPILL SUSAN P R/S

Property Details

PC Code: 00 - VACANT RESIDENTIAL

Millage
Group: 50VI

Affordable
Housing: No

Section-
Township- 20-64-36

Range:

Property

Location: VACANT LAND SANDY COVE AVE LOWER MATECUMBE KEY

Subdivision: MATECUMBE SANDY BEACH

Legal BK 3 LOT 32 MATECUMBE SANDY BEACH LOWER MATECUMBE KEY PB3-127 AND PT SANDY COVE AVE OR119-392/94
Description: OR768-809/10 OR772-878/93 OR772-894/98 OR795-1722/31 OR796-1469/72 OR889-958/62R/S OR862-1602/07P/R
OR905-447D/C OR1472-2292/94 OR1774-237/41 OR2485-2390/2401EASEMENT/AGR OR2492-866/70(RES NO 10-09-62)

Click Map Image to open interactive viewer



Land Details

Land Use Code	Frontage	Depth	Land Area
M10W - RES WATERFRONT	0	0	17,939.00 SF

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Ownership Details

PARMELEE FAMILY TR AG
11/22/1972, SANKPILL L ALAN,
SANKPILL SUSAN P R/S

Property Details

Description: 389/91 OR119-395/97 OR192-267/69 OR323-44/45 OR768-809/10 OR772-878/93 OR772-894/98 OR772-912/91 OR796-1469/72 OR889-958/62R/S OR862-1602/07P/R OR905-447D/C OR1472-2292/94 OR2485-2390/2401 EASEMENT/AG OR2492-866/70 (RES NO 10-09-62)

Property Record Card -

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Ownership Details

Mailing Address:

SANPAR LLC
16565 KENNETH RD
STILWELL, KS 66085-9280

Property Details

PC Code: 01 - SINGLE FAMILY

Millage Group: 50VI

Affordable
Housing: No

Section-

Township- 20-64-36

Range:

Property

Location: 100 SAPODILLA DR LOWER MATECUMBE KEY

Subdivision: MATECUMBE SANDY BEACH

Legal MATECUMBE SANDY BEACH LOWER MATECUMBE KEY PB3-127 PT TRACT 4 OR439-564/65 OR2444-

Description: 1299/1303AFF/MERGER OR2485-2390/2401EASEMENT/AGR OR2665-647/49

Click Map Image to open interactive viewer



Land Details

Land Use Code	Frontage Depth		Land Area
9500 - SUBMERGED			0.13 AC
010W - RES WATERFRONT	0	0	42,050.00 SF

Property Record Card -

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[Previous Record](#) **Alternate Key: 1482790 Parcel ID: 00394450-000000** [Next Record](#)

Ownership Details

Mailing Address:

PARMELEE FAMILY TR AG
11/22/1972
16565 KENNETH RD
STILWELL, KS 66085-9280

All Owners:

PARMELEE FAMILY TR AG
11/22/1972, SANKPILL L ALAN,
SANKPILL SUSAN R/S

Property Details

PC Code: 00 - VACANT RESIDENTIAL

Millage
Group: 50VI

Affordable
Housing: No

Section-
Township- 20-64-36
Range:

Property
Location: VACANT LAND LOWER MATECUMBE KEY

Subdivision: MATECUMBE SANDY BEACH

Legal MATECUMBE SANDY BEACH LOWER MATECUMBE KEY PB3-127 PT TRACT 5 (AKA PARCELS D & E) OR123-410-414
Description: OR768-809/810 OR772-878/893 OR772-894/898 PROB 78-204-CP-12 OR862-1602/1607P/R OR905-447D/C OR906-1104/31

[Click Map Image to open Interactive viewer](#)



Land Details

Land Use Code	Frontage	Depth	Land Area
M10C - RESIDENTIAL CANAL	0	0	15.682.00 SF
000X - ENVIRONMENTALLY SENS	0	0	0.65 AC

Property Record Card -

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Ownership Details

Mailing Address:

PARMELEE FAMILY TR AG
11/22/1972
16565 KENNETH RD
STILWELL, KS 66085-9280

All Owners:

PARMELEE FAMILY TR AG
11/22/1972, SANKPILL L ALAN,
SANKPILL SUSAN P R/S

Property Details

PC Code: 00 - VACANT RESIDENTIAL

Millage
Group: 50VI

Affordable
Housing: No

Section-
Township- 20-64-36
Range:

Property
Location: VACANT LAND SANDY COVE AVE LOWER MATECUMBE KEY

Subdivision: MATECUMBE SANDY BEACH

Legal PT TRACT 5 MATECUMBE SANDY BEACH PB3-127 AND PT SANDY COVE AVE LOWER MATECUMBE KEY OR181-579
Description: OR768-809/10 OR772-878/93 OR772-894/98 PROB 78-204-CP-12 OR795-1722/31 OR798-1469/72 OR889-958/962R/S
OR862-1602/07P/R OR905-447D/C OR1472-2292/94 OR1774-237/41 OR2485-2390/2401 EASEMENT/AG OR2492-
866/70(RES NO 10-09-62)

Click Map Image to open interactive viewer



Land Details

Land Use Code	Frontage	Depth	Land Area
M10C - RESIDENTIAL CANAL	55	25	1,370.00 SF
M10C - RESIDENTIAL CANAL	0	0	8,190.00 SF



ISLAMORADA, VILLAGE OF ISLANDS APPLICATION FOR BUILDING PERMIT

2023 Florida Building Code in effect.
Minimum Application Deposit: \$108.00

Office Use Only

Permit #:

INSTRUCTIONS: All sections must be completed, including contact information and notarized signatures of property owners and contractors. Applicants may be asked to submit additional information during the permit review process.

PROPERTY OWNER:

Name: RDB Industries

Mailing Address: 25 16th Avenue S.

City/State/Zip: Naples, FL 34102

Phone:

E-mail:

CONTRACTOR:

Bus. Name: Tim Matthews Tree & Landscape

Qualifier: Tim Matthews

License #: SP 2315

Phone: 305.451.7670

E-mail: TimMatthewsTree@Gmail.com

AUTHORIZED AGENT / CONTRACTOR CONTACT:

Name: Tim Matthews

Mailing Address: 160 Florida Avenue

City/State/Zip: Tavernier, FL 33070

Phone: 305.451.7670

E-mail: TimMatthewsTree@Gmail.com

SUB-CONTRACTORS (Business Name & License #):

Electrical:

Plumbing:

Mechanical:

Roofing:

Other:

PROPERTY DESCRIPTION:

Physical Address: Gate Is 100 Sapodilla Drive/Vacant Land Sandy Cover Av Mile Marker: 74.5

Parcel ID (Real Estate) Number: 00394433-002100

Account # (AK): 9104206

Existing Use of Property: Undeveloped Residential

Business Name:

PERMIT TYPE (Check all that apply): ☐ Building ☐ Electrical ☐ Plumbing ☐ Mechanical ☐ Roofing
☐ Gas ☐ Demolition ☐ Right-of-Way ☐ Change of Occupancy

Detailed Description of Proposed Development: Remove Invasive Trees And Vegetation In Eagle Area Except For 100' Perimeter Around existing Eagle's Nest.

Value of Work: \$ 40,000.00

Square/Linear Feet of Construction:

Change Requested: ☐ Contractor ☐ Revision

(Original/Previous Permit #)

☐ Renew Expired Permit

(Original/Previous Permit #)

Application is hereby made to obtain a permit to do the work and installations as indicated. I certify that no work or installation has commenced prior to the issuance of a permit and that all work will be performed to meet the standards of all laws regulating construction in this jurisdiction.

OWNER'S AFFIDAVIT: I certify that all the foregoing information is accurate and that all work will be done in compliance with all applicable laws regulating construction and zoning, including but not limited to, the current edition of the Florida Building Code, the Florida Fire Prevention Code and the Code of Ordinances of Islamorada, Village of Islands, Florida, as amended from time to time. Work shall be installed in accordance with the approved construction documents, and any changes made during construction that are not in compliance with the approved construction documents shall be resubmitted for approval as an amended set of construction documents. Furthermore, I understand that if the actual cost of the repair, reconstruction, rehabilitation, or improvement of a structure equals or exceeds 50 percent (50%) of the market value of the structure, then the structure must conform to all current laws and Codes.

WARNING TO OWNER: YOUR FAILURE TO RECORD A NOTICE OF COMMENCEMENT MAY RESULT IN YOUR PAYING TWICE FOR IMPROVEMENTS TO YOUR PROPERTY. A NOTICE OF COMMENCEMENT MUST BE RECORDED, A COPY OF THE RECORDED NOTICE MUST BE SUBMITTED TO THE BUILDING SERVICES DEPARTMENT AND POSTED ON THE JOB SITE BEFORE THE FIRST INSPECTION. A NOTICE OF COMMENCEMENT IS EFFECTIVE FOR A PERIOD OF ONE (1) YEAR AFTER THE DATE OF RECORDING, UNLESS A DIFFERENT DATE IS SPECIFIED. IF YOU INTEND TO OBTAIN FINANCING, CONSULT WITH YOUR LENDER OR AN ATTORNEY BEFORE COMMENCING WORK OR RECORDING YOUR NOTICE OF COMMENCEMENT. [F.S. 713.135(1)(a)]

NOTICE: In addition to the requirements of this permit, there may be additional restrictions applicable to this property that may be found in the public records of this county, and there may be additional permits required from other governmental entities such as water management districts, state agencies or federal agencies.

Asbestos Notification Statement: It shall be the owner's or operator's responsibility to comply with the provisions of Section 469.003, Florida Statutes, and to notify the Department of Environmental Protection of his or her intentions to remove asbestos, when applicable, in accordance with state and federal law. [F.S. 469.003]

If one or more previously unidentified artifacts or human skeletal or fossilized remains or non-human vertebrate fossils are found on the property during development or other site-disturbing activity, all development or disruptive activity directly over the potential find shall immediately cease. Before any further development or disruptive activity continues, the Village shall be notified of the potential find and the procedures pursuant to the Islamorada Code of Ordinances shall apply. [VC Sec. 30-1699]

OWNER'S ELECTRONIC SUBMISSION STATEMENT: Under penalty of perjury, I declare that all the information contained in this building permit application is true and correct. Electronic Signatures do not require notarization and are only valid on electronically submitted applications.

PROPERTY OWNER:

Signature: [Signature]
Print Name: RAFAEL BELLESTRA
Date: 3/27/24

NOTARY PUBLIC:

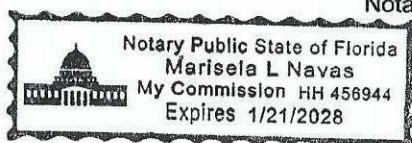
STATE OF Florida, COUNTY OF Collier
Sworn to and subscribed before me this 27th day of March
2024 by Rafael Bellestra (name of person making statement).
Signature: [Signature]

☐ Personally Known ☒ Produced Identification

Type of ID Produced: Florida DL

Notary Seal:

APPLICATION APPROVED BY:



CONTRACTOR QUALIFIER:

Signature: [Signature]
Print Name: TIM MATTHEWS
Date: 3/26/24

NOTARY PUBLIC:

STATE OF Florida, COUNTY OF Monroe
Sworn to and subscribed before me this 27 day of March
2024 by Tim Matthews (name of person making statement).
Signature: [Signature]

☒ Personally Known ☐ Produced Identification

Type of ID Produced: _____

Notary Seal:



BUILDING OFFICIAL OR DESIGNEE

DATE

ROBERT SMITH

BIOLOGIST ESA # 141627

31 OCEAN REEF DRIVE, SUITE C-209

KEY LARGO, FL 33037

305-394-3173

solinvestmentstam@gmail.com

EXISTING CONDITIONS REPORT FOR EXOTIC VEGETATION REMOVAL

NOTE: THE PURPOSE OF THIS ECR IS ONLY FOR EXOTIC VEGETATION REMOVAL, NOT FURTHER DEVELOPMENT

OWNER: RDB INDUSTRIES INC.

LEGAL: PARMALEE KEY, PT OF LOWER MATECUMBE KEY, VILLAGE OF ISLAMORADA, MONROE COUNTY, FLORIDA (AKA MATECUMBE BEACH SUBD)

RE #: 0039433.0001-0021

ZONING: VACANT RESIDENTIAL (CM)

HABITAT TYPES: RESIDENTIAL CANAL

DISTURBED LANDS

SIZE: +/- 35 ACRES

ROBERT SMITH

BIOLOGIST
E.S.A. # 141627

DATE: DECEMBER 8, 2022

PERFORMED BY: ROBERT SMITH, PHD. BIOLOGIST ESA # 141627

I. INTRODUCTION:

The subject parcel is located within the Village of Islamorada within the Florida Keys, Monroe County, Florida. The subject parcel has been an Agriculture zoned parcel for many years for coconuts. During the time that this biologist was the Senior Biologist for Monroe County (1983-1994), the parcel was effectively a coconut plantation. This biologist visited the subject parcel several times during that time jointly with the Monroe County Property Appraiser to verify the agricultural use.

The purpose of this report is to document the vegetation found on site in reference to a request to remove Invasive Exotic Pest Plant Species. This biologist served as the Vice-Chairman of the Florida Exotic Pest Council for many years. This biologist as well served as the Vice-Chairman of the Exotic Pest Council (Plants and Animals) for the United States for similar terms.

The subject parcel could best be characterized as a Disturbed and mown environment. The parcel is effectively an island (Parmalee Key) and a peninsula surrounding the Island. The parcel has waterfront surrounding it in its entirety with a mangrove fringe that varies in width from approximately 30 feet to areas that have no mangroves. The peninsula portion of the parcel has very little native vegetation with the dominate plants being listed (by EPPC) as invasive exotic pest plants. The owner desires to remove the invasive exotic pest plants. The parcel contains the following pest plant species: Australian pine, Brazilian peppertree, Corktree, Oysterplant, Sanseveria and Melaleuca. For the most part the bulk of the Australian pine is found on the peninsula, however the island as well contains areas where this species dominates. The entire area, but particularly adjacent to the mangrove fringes, Brazilian peppertree is found in patches.

THIS EXISTING CONDITIONS REPORT SHOULD BE CONSIDERED AS ONLY RELEVANT TO EXOTIC VEGETATION REMOVAL AS THE SCALE OF PLANS (SEE ATTACHED PLANS) IS MUCH TO LARGE TO ACCURATELY DEPICT THE EXACT LOCATIONS OF LISTED OR LARGE NATIVE SPECIES. AT THE TIME OF DEVELOPMENT PER LOT, A FORMAL ECR SHOULD BE PREPARED. THIS REPORT SHOULD BE CONDERED AS AN UPDATE FROM ONE PREPARED PREVIOUSLY ABOUT 7-8 YEARS AGO BY HARRY DELASHMUTT.

The subject parcel was inspected for the purpose of this report on October 3, November 2,3&4, 2022.

II. METHOD OF EXOTIC VEGETATION REMOVAL:

The exotic pest plants will be removed by hand. The method to be used will be via chain saw. The trees will be cut and an application of either Garlon or Ranger applied to the cut stumps. Both of these Herbicides are known to be effective for exotic pest trees. The trees will be cut and the cut stump applied with an application of herbicide within 1 hour of time since the cut was made, as per EPPC

guidelines. The cut material will either be removed or burned on site depending on approval from the Fire Marshall.

The stated purpose of the exotics removal will be to accommodate views of the water.

III. LIST OF PLANTS FOUND ON THE SUBJECT PARCEL:

- 1) BUTTONWOOD CONOCARPUS ERECTUS N
- 2) BAY CEDAR SURIANA MARITIMA RI
- 3) BEGGARS TICK DESMODIUM INCANUM N
- 4) BEACH LILY HYMENOCALLIS LATIFOLIA N
- 5) BLACKBEAD PITHECELLOBIUM KEYENSIS TH
- 6) BLACK TORCH ERITHALIS FRUTICOSA TH
- 7) BLOLLY GUAPIRA DISCOLOR N
- 8) BLUE PORTERWEED STACHYTARPHETA JAMAICENSE N
- 9) CINNECORD ACACIA CHLORIOPHYLLA N
- 10) CRABWOOD ATERAMNUS LUCIDIS RI
- 11) CAT CLAW PITHECELLOBIUM UNGUIS-CATI N
- 12) FLORIDA THATCH PALM THRINAX RADIATA EN
- 13) GOLDEN CREEPER ERNODEA LITTORALIS RI
- 14) GUMBO LIMBO BURSERA SIMARUBA N
- 15) INKWOOD EXOTHEA PANICULATA RI
- 16) JAMAICA CAPER CAPPARIS CYNOPHYLLOPHORA N*
- 17) JAMAICA DOGWOOD PISCIDIA PISCIPULA N
- 18) KEYS THATCH PALM THRINAX MOORISSI TH
- 19) LIMBER CAPER CAPPARIS FLEXUOSA N*
- 20) MARLBERRY ARDISIA ESCALLONOIDES N
- 21) MAYTEN MAYTENUS PHYLLANTHOIDES TH

- 22) MOUSE PINEAPPLE MORINDA ROYAC N
- 23) PIGEON PLUM COCOLOBA DIVERSIFOLIA N
- 24) PITCH APPLE CLUSIA ROSEA N
- 25) POISONWOOD METOPIUM TOXIFERUM N
- 26) RANDIA ACULEATA N
- 27) SABAL PALM SABAL PALMETTO N
- 28) SAFFRON PLUM SIDEROXYLON CELASTRINA N
- 29) SEA OXEYE DAISY BORRICHIA FRUTESCENS N
- 30) SEA OXEYE DAISY BORRICHIA ARBORESCENS N
- 31) SEA GRAPE COCOLOBA UVIFERA N
- 32) STRANGLER FIG FICUS AUREA N
- 33) SHORT LEAF FIG FICUS CITRIFOLIA N
- 34) SPANISH STOPPER EUGENIA FOETIDA N*
- 35) STRONGBARK BOURRERIA OVATA EN
- 36) VIRGINIA CREEPER PARTHENOCISSUS QUINQUEFOLIA N
- 37) WHITE STOPPER EUGENIA AXILLARIS N*
- 38) WILD LANTANA LANTANA INVOLUCRATA N
- 39) WEST INDIAN MAHOGANY SWEITENIA MAHOGANI TH
- 40) WILLOW BUSTIC BUMELIA SALICIFOLIA N

N = NATIVE N* NATIVE THAT REPRODUCES AT A DBH LESS THAN 4"

RI = REGIONALLY IMPORTANT TH = THREATENED EN = ENDANGERED

LIST OF EXOTIC PEST SPECIES:

- 1) AUSTRALIAN PINE CASUARINA EQUISETIFILIA
- 2) BRAZILIAN PEPPERTREE SCHINUS TEREBINTHEFOLIOUS
- 3) LEADTREE LEUCAENA LEUCOCEPHALA
- 4) MELALEUCA MELALEUCA QUINQUENERVIA
- 5) OYSTER PLANT RHOEO DISCOLOR

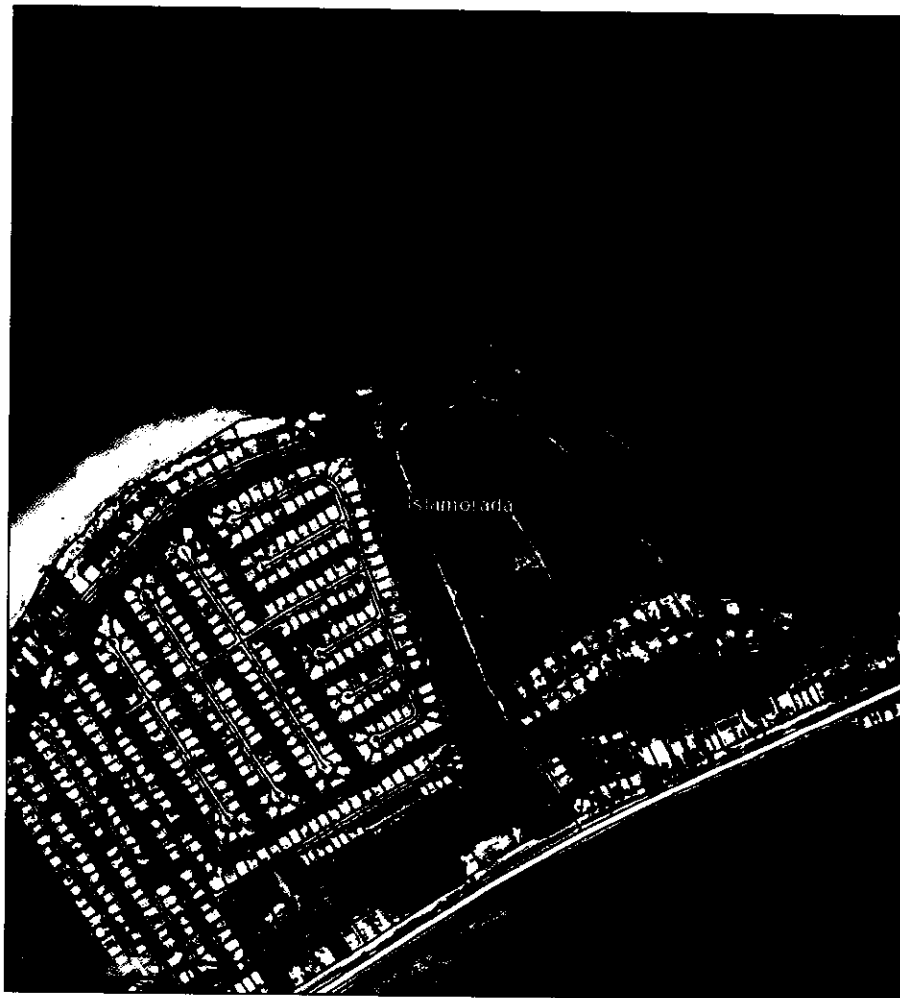
- 6) SANAEVERIA METALLICA
- 7) SEASIDE MAHOE THESPESIA POPULNEA

III. SYMBOLS USED FOR TREE LOCATIONS:

- 1) B = BUTTONWOOD
- 2) BB = BLACKBEAD
- 3) BC = BAY CEDAR
- 4) BT = BLACK TORCH
- 5) CI = CINNACORD
- 6) FT = THATCH PALM
- 7) G = GUMBO LIMBO
- 8) M = MAYTEN
- 9) P = POISONWOOD
- 10) SG = SEAGRAPE

NOTE: ERNODEA IS WIDESPREAD THROUGH THE ENTIRE PARCEL. THIS SPECIES IS KNOWN FOR BEING ABLE TO MOW WITHOUT DANGER. ALL PLANT LOCATIONS ARE APPROXIMATE. SYMBOLS ARE MEANT TO BE USED A GENERAL GUIDE ONLY. A BIOLOGIST OR LANDSCAPE ARCHITECT SHOULD BE PRESENT ON SITE WHEN THE WORK IS SCHEDULED TO SHOW THE WORKERS EXAMPLES OF EACH SPECIES.

NOTE 2: THE PRESENCE OF A LARGE NEST HAS BEEN INDICATED AS BEING A BALD EAGLE. THE NEST INDICATED ACTUALLY IS CURRENTLY BEING USED AS AN OSPREY NEST, NOT AN EAGLE NEST. THIS NEST IS CURRENTLY OCCUPIED BY BOTH A MALE AND A FEMALE AS IS THE CUSTON OF OSPREYS. EGGS ARE GENERALLY NOT LAID UNTIL AFTER THIS DATE.



Overview



Legend

- Centerline
- Easements
- Hooks
- Lot Lines
- Road Center
- Rights of Way
- Shoreline
- [] Condo Building
- Key Names
- [] Subdivisions
- [] Parcels

Date created: 12/8/2022
 Last Data Uploaded: 12/8/2022 8:07:41 AM
 Developed by **Schneider**
 GEOSPATIAL

Parmalee Key parcel – island is in the center and the peninsula surrounds it

Disclaimer

The Monroe County Property Appraiser's office maintains data on property within the County solely for the purpose of fulfilling its responsibility to secure a just valuation for ad valorem tax purposes of all property within the County. The Monroe County Property Appraiser's office cannot guarantee its accuracy for any other purpose. Likewise, data provided regarding one tax year may not be applicable in prior or subsequent years. By requesting such data, you hereby understand and agree that the data is intended for ad valorem tax purposes only and should not be relied on for any other purpose.

By continuing into this site you assert that you have read and agree to the above statement.

Summary

Parcel ID	00394433-002100
Account#	9104206
Property ID	9104206
Millage Group	50VI
Location Address	VACANT LAN SANDY COVE Ave, LOWER MATECUMBE KEY
Legal Description	COMMUNITY WATERWAY (EAGLE AREA) PARMELEE KEY PB7-88 OR2876-1946/2056(RES NO 16-12-79) OR2880-668/679(CERT/AFFD) OR2881-1177/1188 OR2881-1189/1200
	(Note: Not to be used on legal documents.)
Neighborhood	1465
Property Class	VACANT RES (0000)
Subdivision	PARMELEE KEY
Sec/Twp/Rng	20/64/36
Affordable	No
Housing	

Owner

RDB INDUSTRIES INC
25 16th Ave S
Naples FL 34102

Valuation

	2023 Certified Values	2022 Certified Values	2021 Certified Values	2020 Certified Values
+ Market Improvement Value	\$0	\$0	\$0	\$0
+ Market Misc Value	\$0	\$0	\$0	\$0
+ Market Land Value	\$2,067	\$2,067	\$2,067	\$2,067
= Just Market Value	\$2,067	\$2,067	\$2,067	\$2,067
= Total Assessed Value	\$2,067	\$2,067	\$2,067	\$2,067
- School Exempt Value	\$0	\$0	\$0	\$0
= School Taxable Value	\$2,067	\$2,067	\$2,067	\$2,067

Historical Assessments

Year	Land Value	Building Value	Yard Item Value	Just (Market) Value	Assessed Value	Exempt Value	Taxable Value	Maximum Portability
2022	\$2,067	\$0	\$0	\$2,067	\$2,067	\$0	\$2,067	\$0
2021	\$2,067	\$0	\$0	\$2,067	\$2,067	\$0	\$2,067	\$0
2020	\$2,067	\$0	\$0	\$2,067	\$2,067	\$0	\$2,067	\$0
2019	\$2,067	\$0	\$0	\$2,067	\$2,067	\$0	\$2,067	\$0
2018	\$2,067	\$0	\$0	\$2,067	\$2,067	\$0	\$2,067	\$0

The Maximum Portability is an estimate only and should not be relied upon as the actual portability amount. Contact our office to verify the actual portability amount.

Land

Land Use	Number of Units	Unit Type	Frontage	Depth
ENVIRONMENTALLY SENS (000X)	20.67	Acreage	0	0

View Tax Info

[View Taxes for this Parcel](#)



TRIM Notice

[2023 TRIM Notice \(PDF\)](#)

No data available for the following modules: Buildings, Yard Items, Sales, Permits, Sketches (click to enlarge), Photos.

The Monroe County Property Appraiser's office maintains data on property within the County solely for the purpose of fulfilling its responsibility to secure a just valuation for ad valorem tax purposes of all property within the County. The Monroe County Property Appraiser's office cannot guarantee its accuracy for any other purpose. Likewise, data provided regarding one tax year may not be applicable in prior or subsequent years. By requesting such data, you hereby understand and agree that the

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Last Data Upload: 3/29/2024, 6:59:24 AM

[Contact Us](#)

Developed by





Islamorada, Village of Islands

86800 Overseas Highway
Islamorada, FL 33036
Phone: (305) 664-6400 Fax: (305) 664-6469

Plan Review Comments/Corrections

Date: April 09, 2024

Property Owner: RDB INDUSTRIES INC

Permit Number: PRTRM202400330

Address: 0 SANDY COVE AVE

ALL corrections must be submitted collectively and include ALL of the following information:

1. Narrative
2. All changes to the plans must be clouded and numbered for identification
3. All pages of entire original document must be uploaded, not just the corrected/revised pages.

Incomplete submittals will not be accepted.

If the required information is not received within 180 calendar days, your application will be abandoned.

Should you require further information regarding this review, please contact the staff member who reviewed the part of your plans in question.

Biologist Review **Reviewed by:** Daniel Parobok

Contact Email: daniel.parobok@islamorada.fl.us

Comment/Correction:

1. The vegetation survey is illegible and does not contain the necessary information. There is not even a key. Please submit a vegetation survey meeting Sec. 30-1614 requirements. A vegetation survey is only required for the parcel being permitting for invasive removals.



Notice of Portal Application Approval

May 22, 2024

Permit Number: PRTRM202400330

Description of Project: Removal Of Invasive Exotic Vegetation

Owner(s): RDB INDUSTRIES INC

Address of Project: 0 SANDY COVE AVE

Parcel Real Estate: 00394433-002100

Alternate Key: 9104206

Contractor: TIM MATTHEWS TREE & LANDSCAPE

Total Due: \$95.00

Your application has been approved and is ready for payment. If you do not pay the fees due and comply with any pending required items within 180 days of this notification, the application will be considered abandoned and be destroyed.

Permit Conditions:

Department	Condition	Status
Biological	Final Biological Inspection Required	Open
Biological	All Category I and II invasive exotic vegetation shall be removed prior to final planning inspection.	Open
Biological	No native vegetation removal this permit.	Open

Laurie Postrion
Permit Clerk
86800 Overseas Highway
Islamorada, FL 33036
Telephone: (305) 664-6433
E-mail: laurie.postrion@islamorada.fl.us

RECEIPT OF PAYMENT

Receipt Number: 2024072417
Receipt Date: 05/30/2024
Date Paid: 05/30/2024
Full Amount: \$95.00

Payment Details:	Payment Method	Amount Tendered	Check Number
	Credit Card	\$95.00	
Amount Tendered:	\$95.00		
Change / Overage:	\$0.00		
Contact:	TIM MATTHEWS TREE & LANDSCAPE , Address:160 FLORIDA AVE, Phone:(305) 853-7044		

FEE DETAILS:

Fee Description	Reference Number	Amount Owing	Amount Paid
Biological Plan Review Fee	PRTRM202400330	\$45.00	\$45.00
Biological Inspection Fee	PRTRM202400330	\$50.00	\$50.00



Islamorada, Village of Islands

86800 Overseas Highway

Islamorada, FL 33036

Phone: (305) 664-6400 Fax: (305) 664-6469

PERMIT TYPE: TREE REMOVAL

Permit:	PRTRM202400330	Applied:	April 02, 2024
Job Cost:	\$40,000.00	Issued:	May 31, 2024
Total Fees: (deposit incl.)	\$95.00	Property:	0 SANDY COVE AVE
Paid:	\$95.00	Construction:	RESIDENTIAL

Legal Description:	COMMUNITY WATERWAY - PARMELEE KEY PB7-88 OR2876-1946/2056(RES NO 16-12-79) OR2880-668/679(CERT/AFFD) OR2881-1177/1188 OR2881-1189/1200
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Total Square Footage:	0	Parcel #	00394433-002100 00394433-002100
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Zoning:

Property: C	Flood:	Fire:	Special:
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Owner:	Agent:	Contractor:
RDB INDUSTRIES INC 25 16TH AVE S NAPLES, FL 34102<NO PRIMARY PHONE>		TIM MATTHEWS TREE & LANDSCAPE 160 FLORIDA AVE TAVERNIER, FL 33070 (305) 853-7044

Description of Work:	Removal Of Invasive Exotic Vegetation
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Sub Permits:

PRTRM202400330	TREE REMOVAL	TIM MATTHEWS TREE & LANDSCAPE	(305) 853-7044
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Permit Conditions:

Department	Condition	Status
Biological	Final Biological Inspection Required	Open
Biological	All Category I and II invasive exotic vegetation shall be removed prior to final planning inspection.	Open
Biological	No native vegetation removal this permit.	Open

Issuance of a development permit by the Village does not in any way create any right on the part of an applicant to obtain a permit from a state or federal agency and does not create any liability on the part of the Village for issuance of the permit if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes actions that result in a violation of state or federal law. The applicant or permit holder shall obtain all applicable state and federal permits prior to the start of construction for the development authorized pursuant to this permit.

This permit becomes null and void if an approved inspection has not been recorded in the Building Department within 180 days of the valid date of the permit, or once the initial inspection is approved and recorded, subsequent inspections are not approved and recorded within 180 days of the previous approved and recorded inspection.

I hereby certify that I have read and examined this document and know the same to be true and correct. I further agree that I will in all respects construct the above described improvement in accordance with this statement and the plans and specifications herewith filed, and in accordance with the ordinances of Islamorada, Village of Islands. Granting of a permit does not presume to give authority to violate or cancel provisions of any state or local laws regulating construction or the performance of construction.

WARNING TO OWNER: Your failure to record a Notice of Commencement may result in your paying twice for improvements to your property. If you intend to obtain financing, consult with your lender or attorney before recording your Notice of Commencement. Once recorded, the Notice of Commencement MUST BE POSTED AT THE JOB SITE.

			05/31/2024
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Contractor or Agent	Date	Building Official or Designee	Date

Building Permit

	Islamorada, Village of Islands Planning and Development Services Department 86800 Overseas Highway, Islamorada FL 33036 - Phone Number (305) 664-6400	Permit Number PRTRM202400330
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Schedule your inspections through CityView Portal before 7:00AM on or before the requested inspection day.

Job Address: 0 SANDY COVE AVE	Real Estate No.: 00394433-002100 00394433-002100	Total Valuation: \$40,000.00
Owners Name: RDB INDUSTRIES INC		
Agent:	Phone No.:	Permit Date Issued: 05/31/2024
FWS/FEMA: No	Flood Zone:	Zoning: C
Legal Description: COMMUNITY WATERWAY - PARMELEE KEY PB7-88 OR2876-1946/2056(RES NO 16-12-79) OR2880-668/679(CERT/AFFD) OR2881-1177/1188 OR2881-1189/1200		Initial Expiration Date: 11/27/2024

Project Description: Removal Of Invasive Exotic Vegetation
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Sub Permit Number	Permit Type	Contractor's Name	Contractor's Phone #
PRTRM202400330	TREE REMOVAL	TIM MATTHEWS TREE & LANDSCAPE	(305) 853-7044

Permit Conditions:		
Department	Condition	Status
Biological	Final Biological Inspection Required	Open
Biological	All Category I and II invasive exotic vegetation shall be removed prior to final planning inspection.	Open
Biological	No native vegetation removal this permit.	Open

WARNING TO OWNER: YOUR FAILURE TO RECORD A NOTICE OF COMMENCEMENT MAY RESULT IN YOUR PAYING TWICE FOR IMPROVEMENTS TO YOUR PROPERTY. A NOTICE OF COMMENCEMENT MUST BE RECORDED AND POSTED ON THE JOB SITE BEFORE THE FIRST INSPECTION. IF YOU INTEND TO OBTAIN FINANCING, CONSULT WITH YOUR LENDER OR AN ATTORNEY BEFORE RECORGING YOUR NOTICE OF COMMENCEMENT. [F.S. 713.135.1(a)]

Approved By:  Chief Building Official	Date: May 31, 2024	POST PERMANENT (AFFIXED TO HOUSE) STREET ADDRESS NUMBERS VISIBLE FROM THE ROAD
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BUILDING INSPECTIONS	DATE/ INSPECTOR	PLUMBING INSPECTIONS	DATE/ INSPECTOR	ELECTRIC INSPECTIONS	DATE/ INSPECTOR	POOL INSPECTIONS	DATE/ INSPECTOR	PLANNING INSPECTIONS	DATE/ INSPECTOR	MISCELLANEOUS	COMMENTS
AUGER/PILING		WATER SERVICE		TEMP POLE		POOL STEEL		PLANNING FINAL			
GRADE BEAM/ FOOTING		UNDERGROUND ROUGH		IN SLAB PIPING		STEEL BOND		PLANNING PRE-DEVELOPMENT			
GROUND SLAB STEEL		PLUMBING ROUGH		GROUNDING BONDING		MAIN DRAIN 1 ST PRESSURE		BIOLOGICAL FINAL			
ELEVATED SLAB STEEL		PLUMBING FINAL		SERVICE UPGRADE		2 ND PRESSURE TEST		RIGHT OF WAY FINAL			
COLUMN/TIE BEAM		CISTERN		ELECTRIC ROUGH		PERIMETER BOND		FIRE INSPECTIONS			
ELEVATED COLUMN/TIE BEAM		WASTEWATER SEWERS		SAFETY/METER SET/PRE-POWER		ELECTRIC FINAL		ALARM ROUGH			
STAIR STEEL		HYDROSTATIC TEST		UNDERGROUND ELECTRIC		PLUMBING FINAL		ALARM FINAL			
FLOOR TRUSSES		STRUCTURAL TIE IN		ELECTRIC FINAL		MECHANICAL FINAL		FIRE WALL			
WALL/ROOF SHEATHING		STREET TIE-IN/CAMERA		ROOFING INSPECTIONS		POOL FINAL		PENETRATIONS			
ROOF TRUSS & STRAPPING		PRESSURE TEST (E-1)		DRY IN		FUEL GAS		SPRINKLER SYSTEM ROUGH			
ROOF SLAB STEEL		SEWER FINAL		IN PROGRESS		TANK PAD		SITE HYDRANT			
FRAMING		MECHANICAL INSPECTIONS		ROOF FINAL		TANK TIE DOWN		SPRINKLER SYSTEM FINAL			
WINDOW/DOOR		MECHANICAL ROUGH				GAS ROUGH/ PRESSURE TEST		FIRE FINAL			
INSULATION		MECHANICAL FINAL				GAS FINAL					
DRYWALL											
FINAL BUILDING											



Islamorada, Village of Islands
Planning and Development Services Department
86800 Overseas Highway, Islamorada FL 33036 - Phone Number (305) 664-6400

Permit Number
PRTRM202400330

IMPORTANT INFORMATION REGARDING ALL BUILDING PERMITS

IMPORTANT NOTICE REGARDING COMPLYING WITH THE INSPECTION AND APPROVAL PROCESS FOR ALL BUILDING PERMITS

You are receiving a building permit authorizing the construction referenced in the application that was submitted to this local enforcement agency by you or on your behalf. The permit is issued with conditions, including required building inspections and assurances that the construction complies with the design submitted with the permit application and any other conditions referenced in the permit. It is critical that you ensure that all necessary building inspections are passed before the expiration of any notice of commencement or amendment thereto, as these inspections are important to ensure that construction has been performed in a safe and proper manner. If you have any questions regarding these procedures, please call the local enforcement agency. Your failure to comply may also result in unsafe conditions arising from your construction.

The permit becomes null and void if an approved inspection has not been recorded in the Building Department within 180 days of the permit date issued, OR once the initial inspection is approved and recorded, subsequent inspections are not approved within 180 days of the previous approved and recorded inspection.

NOTICE: In addition to the requirements of this permit, there may be additional restrictions applicable to this property that may be found in the public records of this county, and there may be additional permits required from other governmental entities such as water management districts, state agencies or federal agencies. (2017 FBC 6th EDITION 105.3.3)

NOTICE: All permits require a final inspection. Failure to obtain a final inspection will result in code enforcement actions. Permits and approved plans must be displayed on the site of the work immediately upon issuance and remain until approval of all final inspections.

Asbestos Notification Statement: It shall be the owner's or operator's responsibility to comply with the provisions of Section 469.003, Florida Statutes and to notify the Department of Environmental Protection of his or her intentions to remove asbestos, when applicable, in accordance with state and federal law. (2017 6th Edition FBC 105.9; F.S. 469.003)



MEMORANDUM

To: Village Council

From: John J. Quick, Village Attorney

Cc: Robert Cole, Village Manager
Jennifer DeBoisbriand, Planning Director

Date: August 2, 2024

Re: Parmalee plat analysis

I have been asked to provide analysis of yet to be determined potential development as it relates to what is commonly referred to as the “Eagle Area” on the Parmelee plat. While I had originally drafted a brief statement of my ultimate opinion to be included in the official council communication for the agenda, it was suggested that a more robust standalone communication would be preferred.

I have been asked by administration to provide guidance on “whether Village Code Section 30-431(e) requires [Council] consideration of a plat amendment or re-plat in order for development to occur within the platted Eagle Area” which is the subject of discussion for the August 7, 2024 regular Village Council meeting. Specifically, Section 30-431(e) states as follows: “If a plat has been previously approved and recorded, technical or minor changes to the plat may be approved by the director of planning and development services. All other changes shall be considered in accordance with the provisions of this division.”

However, to answer that question – or more specifically, to determine whether it is relevant – requires an analysis and answer to another question first. The pertinent issue raised by the applicant during a pre-application conference with planning staff was whether the area known as the “Eagle Area” is considered a buildable lot under the Village Code. Accordingly, the question as it relates to Section 30-431(e) does not touch on the initial issue presented to planning staff. As a result, we must first determine whether a plat amendment is required for the “Eagle Area” to be considered a buildable lot under the Village Code. In other words, is a change even being made to the Parmelee plat by seeking a buildable lot determination so as to trigger the provisions of section 30-431(e). Therefore, legal will answer this threshold question first and then address section 30-431(e) if it is triggered.

For ease of discussion, I will restate the two questions below in the sequential order pertinent for the analysis.

Specific Questions

1. Is a plat amendment required for the “Eagle Area” to be considered a buildable lot under the Village Code?
2. Does Section 30-431(e) require Council consideration of a plat amendment or re-plat for development to occur within the platted Eagle Area?

If the answer to the first question is no, then an analysis of Section 30-431(e) is not required at this time since no changes to the existing plat would be taking place under the current factual scenario.

Brief Answers

1. A plat modification is not required for the “Eagle Area” to be considered a buildable lot as it relates to the recorded plat.
2. Based on the prior answer and based on the facts presently known, Section 30-431(e) is not implicated at this time.

Analysis¹

First and foremost, under prevailing law, a notation on a plat does not necessarily mean that it is a restriction. Florida statutes and prevailing common law expect that some dedication language be included in a plat to constitute a restriction. No such dedication language exists on the Parmalee plat as it relates to the Eagle Area.

Second, under the Village Code property is not necessarily required to be platted in order to be recognized as a “lot” in the Village. Therefore, the Eagle Area can be considered a “lot”. The next step requires a determination as to whether the lot is a “buildable lot” under the Village Code. Pursuant to Section 30-32, the requirements for a buildable lot are that it is (1) “duly recorded”; and (2) “complies with each and every requirement in the Code”. Based on the facts known at this time, the Eagle Area is recognized by the Monroe County Property Appraiser’s office with a parcel ID number of 00394433-002200. In addition, it is in a platted subdivision with a legal description, and the subject of a recorded deed. As a result, the Eagle Area meets the first criteria for a buildable lot. The second criteria mandates that the lot comply with each and every requirement in the Code. This criterion is where the first question comes into play – namely, is a plat amendment required for the “Eagle Area” to be considered a buildable lot under the Village Code.

Since no dedication language or an express government restriction exists in the text of the Parmalee plat, the simple notation of “Eagle Area” does not equate to a plat restriction here. Therefore, the existence of the “Eagle Area” notation does not require a plat modification to determine whether a buildable lot exists here.

While there is language in the Village’s Comprehensive Plan related to the eagle’s nest, that language does not restrict the location of eagle’s nest other than to state that it is (1) located in the

¹ / For your convenience, pertinent legal provisions are included at the end of this analysis.

southwest corner of the property; and (2) subject to a buffer zone in compliance with the requirements set out in the National Bald Eagle Management Guidelines U.S. Fish and Wildlife Guidelines, U.S. Fish and Wildlife Service, May 2007. Please note, however, that the Comprehensive Plan language stands on its own and does not constitute a plat restriction.

Answer to Questions Posed

Based on this analysis and research conducted, legal believes that under the Village Code a replat is not required for the “Eagle Area” to be considered a buildable lot as it relates to the recorded plat.

It is important to note that all other applicable requirements of the Code would also need to be met to be considered a buildable lot. Moreover, simply meeting the criteria of a buildable lot under these provisions of the Code does not necessarily mean that the owner’s preferred development can go forward. That would need to be analyzed on a case-by-case basis to ensure that any development complies with the Village Code. In addition, other government entities (such as the federal Fish and Wildlife Service) would have requirements within their respective jurisdiction which would need to be met for their approval as well.

Since a plat modification is not required under the Village Code for the Eagle Area to be considered a “buildable lot”, the question as to Section 30-431(e) need not be addressed since no changes would need to be made to the plat. However, should the property owner seek a plat modification for any area on the current plat, then Section 30-431(e) would be applicable.

Additional Legal Issue and Recommendation

Policy 1-2.11.5 of the Village Comprehensive Plan appears to inaccurately describe the location of the eagle’s nest as being in the southwest corner of the property instead of the southeast corner. Accordingly, legal recommends that an amendment to the comprehensive plan be processed to reflect the correct location.

Pertinent Legal Provisions

Village Policies and Code Sections

In addition to Section 30-431 mentioned above, legal has also considered additional provisions of the Village Code and Comprehensive Plan, along with prevailing Florida law.

Below please find a list of pertinent Village Comprehensive Plan Policies and Code provisions which may aid you in your review of this matter.

- Policy 6-1.4.10 (titled, “Establish criteria for prioritizing sites for conservation purposes”) - establishes criteria for prioritizing sites for conservation purposes, specifically calls for prioritizing acquisition and/or protection of nesting sites of the southern bald eagle (*Haliaeetus leucocephala*), among other acquisition and protection priorities.
- Policy 1-2.11.5 (titled, “Lower Matecumbe Key Residential Low Area 1 (LMKRL 1)”) – establishes the Future Land Use Map category governing the property identified

therein. The FLUM category recognizes a “Bald Eagle's nest in the southwest corner of the Lower Matecumbe Key Residential Low Area 1 shall be protected by a buffer zone in compliance with the guidelines and requirements incorporated in the National Bald Eagle Management Guidelines, U.S. Fish and Wildlife Service, May 2007 (Attachment 2).

- Section 30-32 (titled, “Specific definitions”) –
 - *Buildable lot* means a duly recorded lot that complies with each and every requirement of this Code.
 - *Lot* means a platted parcel of land or acreage tract occupied or intended for occupancy by an individual use including one main structure together with accessory structures, yards, open spaces, buffer areas and parking spaces.
- Section 30-431 (titled, “Plat approval and recording required”) – subsection (a) states that “Except as provided in subsections (b) and (c) of this section, plat approval shall be required for: (1) The division of land into three or more parcels; or (2) The division of land into two or more parcels where the land involved in the division was previously divided without plat approval within the prior two years; or (3) The division of land into two parcels where the disclosure statement required under subsection (f) of this section is not attached to the conveyance.”

General Florida Law

- Florida law provides clear guidance with respect to things like roads, alleys, and “public areas” shown on a plat—things like parks, or parking ways.
 - Section 177.081(2), Fla. Stat. expressly provides that a plat must have “dedication language.”
 - Section 177.081(3), Fla. Stat. expressly provides that “all streets, alleys, easements, rights-of-way, and public areas shown on such plat, unless otherwise stated, shall be deemed to have been dedicated to the public for the uses and purposes thereon stated.”
 - For example, a plat’s dedication language might specify that a roadway will be “private” and thus the presumption of public use will be rebutted.
- Florida statutes and the case law reviewed appear to be silent with respect to natural features—like rock outcroppings, forests, or something like an individual nest.



Council Communication

To: Mayor and Village Council
From: Robert Cole, Village Manager
Date: August 7, 2024
SUBJECT: Land Acquisition Fund: Brief Update TAB 4

Background: ***Introduction***

In discussing the status of the Landscape Mitigation Fund at the July meeting, staff confirmed that permissible uses of the in-lieu landscape mitigation fees collected in connection with development and other tree removal activities include both restoration activities and land acquisition.

Council discussion on the topic of land acquisition briefly touched on other non-environmental public purposes supporting acquiring property and concluded with direction for staff to report back at the August Regular Meeting about the potential establishment of a Property Acquisition fund or account.

Accordingly, this update provides additional information to support continuation of that conversation.

Land Acquisition: Strategic Readiness

Considering the question of developing a land acquisition fund, thought should be given to the outcomes being sought, the full suite of tools available to achieve the desired public purpose(s), and strategic readiness to move forward.

In terms of public purposes being served and outcomes sought, environmental conservation and restoration, affordable housing, mitigating potential exposure to takings litigation, and helping to shape desirable development have been discussed in the context of property acquisition strategic intent. Each goal is meritorious, yet not currently placed within the context of acquisition and financial priorities, timelines, or firm organizational commitments to advance and achieve specific outcomes. Put another way, the goals lack a strategic framework to cultivate success. Absent such a framework, property acquisition becomes land banking with a hope that something good will eventually come from it. The absence of a strategic framework may encourage ad hoc decision-making and drifting priorities, potentially resulting in suboptimal outcomes or analysis paralysis, i.e., the inability to sift through competing interests and make timely, informed decisions.

The Village Council and staff are jointly interested in strategically assessing existing land holdings and determining the highest and best public purposes for those parcels. Two such

properties, the Machado Property and Island Silver and Spice, are awaiting such proposed disposition. Setting aside existing land holdings for the moment and focusing on the question of a Land Acquisition fund to support strategic acquisition, it should be noted that there are three very important and relevant initiatives underway or on the horizon: the ROGO/BPAS Study, the Comprehensive Plan Update, and the Annual Budget.

Establishing a Land Acquisition fund would be best preceded by consideration of community needs, priorities, and financial capacity. In that way, opportunities to acquire individual properties can be filtered through the lens of a consensus plan for purchasing and disposition of acquired properties. Because the ROGO/BPAS Study, the Comprehensive Plan Update, and the Annual Budget are all on the immediate horizon and will help to clarify needs, priorities, and financial capacity, the framework for a Land Acquisition Fund and its supporting justification should likely be held in abeyance pending the outcomes of those critical community conversations.

Land Acquisition: Financial Implications

While the financial implications of establishing a Land Acquisition fund can't be reliably forecasted ahead of an effort to establish the strategic elements touched on in the prior section, there is some baseline information available on the topic.

First, there are a variety of potential options for addressing land acquisition priorities, some of which are covered in the Land Acquisition Advisory Committee's drafty report (Attachment 1), and other strategies for pursuing strategic public purposes, including minimizing exposure to potential takings claims, will be discussed as the ROGO/BPAS conversation progresses. The costs associated with these various options may vary significantly from those associated with outright property acquisition. In addition to establishing and funding a Land Acquisition account, as described below, there are some existing revenue streams available for land acquisition, including those included below:

Establishment of a Land Acquisition Fund/Account

- For the upcoming FY 2024-25 budget, staff presently estimate that \$630,000 will equate to 1/10th of a point of the millage rate.
- Should the Village Council wish to establish a fund for this purpose, the target value should be established during FY 2024-25 budget deliberations. Then, in the context of other financial pressures exerted on the budget, the corresponding millage rate increase would be calculated, including the corresponding financial burden (in dollars) on the median assessed residential property.

Unassigned General Fund Balance – General Fund

- The primary revenue source is ad valorem tax.
- The amount available varies with annual budget performance.

Landscape Mitigation Account – General Fund

- The funds are available for both acquisition and restoration activities. The account presently has over \$750,000 available.

Impact Fee Fund

- The primary revenue sources for this fund are impact fees levied on new or expanded residential and non-residential development. The fees collected are intended to pay for capital project and infrastructure needs associated with the corresponding growth in development.
- Among other purposes, Parks and Recreation Impact Fees have been utilized by the Village in the past to purchase properties to be designated as conservation areas and passive parks. The current fund balance accumulated for Parks and Recreation Impact Fees is \$1,409,533.

Capital Project Fund

- The primary revenue source for the Capital Project Fund is Local Government Discretionary Sales Surtax for Infrastructure. A referendum approved the surtax through 2033, with a primary use for wastewater capital projects within the Florida Keys, including debt service. Land acquisition is also an allowable use of these funds.
- The current fund balance from the accumulated unused surtax was \$2,780,760.

Stewardship Act Funds

- Stewardship Act Funds are granted to local governments in the Keys to support water quality projects, primarily wastewater projects. A portion of the funding each year is designated for land acquisition. To date, the Village has utilized its funding for wastewater capital projects with some use on stormwater and canal restoration projects. Any future funding granted Islamorada could be designated for land acquisition, but these amounts are unknown at this time. The current balance is \$1,866,666.72.

Analysis:

See background.

Budget Impact:

TBD

Staff Impact:

TBD

Recommendation:

Staff recommends that tasks associated with strategic readiness, such as described in the narrative, be completed ahead of establishing a Land Acquisition fund or account. It is possible that sufficient information could become available amidst the FY 2024-25 budget development process to support informed decision-making on this important question.

Attachments: 1. Attachment 1 - DRAFT Land Acquisition Advisory Committee Action Plan

LAND ACQUISITION ADVISORY COMMITTEE DRAFT ACTION PLAN TO RETIRE DEVELOPMENT RIGHTS

EXECUTIVE SUMMARY

This Action Plan has been prepared by the Islamorada, Village of Islands Land Acquisition Advisory Committee (LAAC), in conjunction with Village staff. The result is a set of recommendations to the Village Council regarding approaches, including policies and programs, by which development rights can be retired from vacant lands within the Village, while protecting landowner property rights. A listing and description of mechanisms that can achieve these goals, along with the pros and cons of each mechanism is provided in each of two key areas. First, alternative mechanisms to outright land acquisition are described. These mechanisms provide incentives to encourage individuals to become stewards of habitat parcels. The second key area explores mechanisms for outright financing of land acquisition.

A short list of strategies was prepared after considering possible mechanisms to achieve these goals, discovered through telephone surveys of other communities and extensive research conducted by LAAC members. Several strategies were considered but not supported by the LAAC including establishing a partnership with the Land and Sea Trust in Marathon, establishing a land bank and adding a taxation surcharge on property valuation.

On April 9, 2001, the LAAC sponsored a public workshop to help evaluate the various mechanisms. This workshop was poorly attended but led to invitations being made to land acquisition, land law and land stewardship experts from Florida to assist the Committee and Village Council through sharing of their knowledge of issues raised during the research phase. A June 7, 2001 luncheon workshop was held towards this end, and responses to prepared discussion questions were incorporated into the research.

The recommendations contained within this Action Plan will be only one component of a complete conservation lands strategy to be developed by the LAAC. Other important aspects to be addressed in the future are means to identify acquisition properties considering a multiplicity of acquisition goals including the urgency of acquiring particular properties. Finally, the LAAC recognizes that land acquisition goes hand in hand with a need to ensure land management to protect and enhance the qualities for which properties are acquired. Therefore, programs for land management will also be considered in the upcoming year.

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I PURPOSE

A. LAAC MANDATE AND MISSION

The Land Acquisition Advisory Committee was established by Islamorada, Village of Islands in May 1999, by Resolution 99-05-23, to assist coordination of a land acquisition program between the Village Council and the Monroe County Land Authority, and to implement the goals, policies and objectives of the Comprehensive Plan pursuant to Chapter 9.3 of the Village Land Development Regulations. A Statement of Philosophy, and a Mission Statement & Goals were adopted to guide the Committee.

B. COMPREHENSIVE PLAN POLICY

The Village's Comprehensive Plan **recognizes** the value added to the community from this Committee's work and outlines a program to strategically plan a comprehensive land acquisition strategy.

Policy 1-3.1.3: Establish Programs for Conservation of Lands Within Islamorada.

Within one year of the effective date of the Comprehensive Plan, the Islamorada Village of Islands Council shall adopt an Action Plan for the Village, to be 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.

Also, within one year of the effective date of the Comprehensive Plan, a Land Acquisition Selection System shall be adopted 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. Within one year of the adoption of the Land Acquisition Selection System, 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 Department of Environmental Protection (CARL), the Monroe County Land Authority (Florida Forever), the Trust for Public Lands, and the Department of Community Affairs (Florida Communities Trust) for the acquisition of properties consistent with the Action Plan.

C. VACANT LANDS ANALYSIS AND SCOPE OF CHALLENGE

Analysis of Undeveloped Lands

A land use analysis was required as part of the Islamorada, Village of Islands Comprehensive Plan. According to the Monroe County Property Appraiser (1999), conservation lands are the second largest land use category in the Village, comprising 1,182 acres equal to 31% of all land within the Village. The vast majority of these environmentally sensitive lands are publicly owned, acquired through State programs such as the Conservation and Recreation Lands (CARL), Preservation 2000, and Florida Forever programs, and often with assistance of the Monroe County Land Authority.

An additional 562 acres of vacant land are scattered throughout the Village, representing approximately 15% of Village's total land area. Map 1: Vacant Lands Inventory uses the Village's Land Acquisition Advisory Committee's (LAAC) physical land use inventory (1999) and the Monroe County Property Appraiser's parcel data (1999) to identify all undeveloped parcels within the Village.

Vegetative Communities. Also as part of the Comprehensive Plan analysis, vacant parcels were classified according to their associated vegetative communities. These communities are described as primarily native, primarily disturbed, primarily wetlands, and a combination of disturbed and native lands.

TABLE 1: VACANT LAND ANALYSIS

CLASSIFICATION	# OF PARCELS	% OF TOTAL # OF LOTS	ACRES	% OF TOTAL ACREAGE
Native	369	25.4%	253.4	44.0%
Disturbed	1020	70.1%	291	50.5%
Wetlands	11	0.8%	1.3	0.2%
Disturbed/Native	55	3.8%	30.1	5.2%
TOTAL	1455	100%	576	100%

Sources: Village of Islamorada Land Acquisition Advisory Committee, 1999; Monroe County Property Appraiser, 1999

Of the vacant parcels, only eleven privately owned parcels are known to support wetland vegetation, and therefore have restrictions on development. Many wetland parcels are already in public ownership and are designated as conservation properties. Approximately 25% of the vacant parcels and 44% of the total acreage of vacant lands are classified as having native vegetation. Therefore, development on approximately 253 acres of the 576 total vacant acres may be limited due the presence of native habitat. This leaves 74% of all vacant lots (1086 parcels) and almost 56% of all land area (322 acres) in the disturbed, and disturbed with native vegetation land classifications.

Insert Vacant Lands Inventory Map from Comprehensive Plan here.



Figure 1. Cap Rock Transitional Ecosystem

Flood Zone Constraints. Development of many of these native parcels may be further constrained by flood zone of the property. Native parcels within the VE flood zone comprise 21% of all vacant parcels within the Village.

Limited Parcel Size. The vast majority of vacant parcels in the Village, 94%, are less than one acre in size, with only 1% in excess of five acres. The largest vacant parcel in the Village is approximately 16 acres. Conversely, parcels less than 3,000 square feet comprise nearly 6% of all vacant parcels, amounting to 81 cases.

TABLE 2: VACANT PARCEL SIZE

ACREAGE RANGE	# OF PARCELS	% OF TOTAL
Less than one acre	1388	93.6%
One to 4.9 acres	79	5.3%
5 to 16 acres	15	1.0%
TOTAL	1482	100%

Sources: Monroe County Property Appraiser, 1999; Solin & Associates, Inc., 1999

Contiguous Vacant Parcels. Parcels can be combined into larger single parcels where they share common boundaries. Potential for combining contiguous parcels increases when common ownership exists. In the Comprehensive Plan, parcels were identified for both contiguity and ownership. Findings from this analysis indicate that 167 cases arise where contiguous vacant parcels are held in common ownership. The number of parcels that could be combined into a single parcel affects 307 parcels. This analysis did not include the number of vacant parcels in common ownership with an adjacent developed parcel. The impacts generated from residential development can be reduced by placing one unit or home on contiguous parcels that are combined into a single parcel.

Summary of Vacant Parcel Analysis. In summary, the Village's 1,455 vacant parcels represent 576 acres. In total, 44% of all vacant land is classified as having native vegetation, while 21% of the vacant native parcels lie within the VE flood zone,

further constraining development. Most parcels are relatively small for development purposes, and only 15 vacant parcels larger than five acres in size remain.



Figure 2. Tropical Hardwood Hammock

Inventory of Acquisitions to Date

Appendix 'A', Land Acquisition Properties Update, lists properties placed in ownership of Islamorada, Village of Islands since incorporation, including donations and acquisitions by other agencies on behalf of the Village. Grant applications valued at over \$2.41 million for FY 2001/02, for land acquisition and management, including exotics removal and restoration have also been completed and submitted to the relevant agencies, by the Community Enhancement Division of the Village's Planning and Development Services Department.

Additional to acquired lands, the Planning and Development Services Department maintains an inventory of all properties on which conservation easements or restrictive covenants have been placed either voluntarily and are known to the Village, or more typically, as a requirement of the development permit process.

II MECHANISMS TO RETIRE DEVELOPMENT RIGHTS

This section of the Action Plan report includes those mechanisms researched by the Land Acquisition Advisory Committee, and forms the basis of recommendations to the Islamorada Village Council.

A. INCENTIVES TO ENCOURAGE LAND STEWARDSHIP

1. Encourage Private Land Stewardship Through Incentives

The following mechanisms recognize that incentives are needed to encourage landowners to come forward to protect vacant parcels having conservation value, and for creating new conservation lands through restoration.

i. Provide an Ad Valorem Taxation Reduction for Conservation Easements

A conservation easement is a legal agreement effected under Chapter 704.06, Florida Statutes, between a landowner and a charity, land trust or government agency that perpetually limits uses of land in order to protect its conservation and open space values, while the landowner continues to own the property. A conservation easement may apply to just a portion of the property, and need not require public access. Future owners also will be bound by the easements terms. The land trust or government agency is responsible for ensuring the easement's terms are followed. Conservation easements can provide a strong incentive for private landowners to protect their land.

A landowner sometimes sells a conservation easement, but usually easements are donated. If the donation benefits the public by permanently protecting important conservation resources and meets other federal tax code requirements it can qualify as a tax-deductible charitable donation. The amount of the donation is the difference between the land's value with the easement and its value without the easement.

President Bush's 2001/02 budget proposal includes a plan to cut in half landowners' capital gains taxes when they permanently protect open space by selling land or a conservation easement to a nonprofit land trust or a public conservation agency, as an incentive for landowners to consider conservation.

Importantly, a conservation easement can be essential for passing land on to the next generation. By removing the land's development potential, the easement lowers its market value, thereby resulting in ad valorem property tax savings. Whether the easement is donated during life or by will, it can make a critical difference in the heirs' ability to keep the land intact.

At this time, according to staff at the Monroe County Property Appraiser, tax assessments do not differentiate between the market value of parcels with conservation easements or restrictive covenants and those without. Therefore, there are currently no tax deductions for properties with conservation easements regardless of the terms of the easement.

Parcels rendered unbuildable due to environmental constraints are assessed differently than parcels made unbuildable due to human intervention. For example some unbuildable parcels with significant wetlands are assessed at \$50.00 so that there is no tax on them. According to Property Appraiser staff, if in the future unbuildable parcels are reflected through the market by lower values, then the appraisers would evaluate those parcels with easements and covenants for reassessment.

Assessment for taxation purposes of 'environmentally endangered' properties on which a conservation easement has been placed, is governed by Chapter 193.501, Florida Statutes. Section 193.501(3)(a) specifies for qualifying covenants that are enacted for longer than 10 years, *"...the property appraiser, in valuing such land for tax purposes, shall consider no factors other than those relative to its value for the present use, as restricted by any conveyance or covenant under this section."*



Figure 3. Buttonwood mangrove association

Experts consulted indicated that a property owner can petition the Property Appraiser or challenge the appraised value based on demarcation of a conservation easement which is registered on the property deed. The Property Appraiser must assign value to the land which exists, based on the utility of the land. If there is no utility or use of the land, then it has no value as value of land is reflected in the right to build as placed in the development interest of a parcel. Therefore, this provision for ad valorem taxation reductions extends to the retirement of voluntary removal of partial rights from a portion of parcel. The rights given up, considering the size of lot,

permitted density, or whether accessory uses will be allowed on it would be reflected as a prorated scale of taxation incentives for the various levels of protection. Other rights than construction associated with a parcel (mineral, underground) may have value.

ii. Purchase Development Rights (PDR's)

The purchase of development rights can save taxpayer dollars as the expenditure for the rights can offset the need for public investments in infrastructure to support land development. In this mechanism, the local government buys the future development rights from willing sellers but allows continued ownership and use of the land for non-development purposes such as limited recreation, access or green space. A permanent conservation easement or restrictive covenant is recorded in the property deed and transfers with the land, thus ensuring its long term protection. This cost effective mechanism provides both a cash incentive and eligibility for an ad valorem taxation reduction, and helps ensure ongoing maintenance such as garbage removal by the property owner.

The purchase of development rights could be facilitated by the Village or a land trust by providing matching funds through a conservation easement bank, an endowment or other funding mechanism, to help homeowners or homeowners associations to purchase conservation easements for vacant, undeveloped parcels.

The value of the PDR would be established by the amount of development rights to be removed from the property, following a continuum of land use. Restriction of future uses of a parcel to a swing set, for example, may reflect removal of 10% of the property value, or a swimming pool 50%. Ten or so boilerplate easements would be adequate to reflect prorating of the various restrictions that would be placed on the deed. When 100% of the rights are removed, the market value of the property would be assigned to the parcel. PDR's in the Village were valued at \$15,000 per acre several years ago.

iii. Encourage Unity of Title

A Unity of Title merges multiple properties together under common ownership. While the unity limits the types of development of the merged properties (i.e. a vacant lot merged with a lot with a house on it is limited to accessory uses thus extinguishing the development right for principle structures), unities can be reversed contingent upon the language contained within the unity, which can specify when and under what circumstances a reverse can take place and who is authorized to do so. The document would be drafted by the Village and can be specific to each case.

The main difference between a unity and a combination of title is that they are filed in two different offices. Unities of title are recorded with the Clerk of the Court while a combination of title is recorded with the Property Appraiser

on standardized forms and can be reversed without notification to the Village. There is no fee associated with a combination of title, while legal fees are assessed for the unity since it is a legal document. For the purposes of the Village, combinations are reflected in the property record card, while unities of title are not.

There is no protection from development such as land clearing associated with either of these records, but they can limit principle uses on a property. They are typically instituted if the principle structure on a property does not meet density requirements, if a structure straddles two different properties, or if accessory uses on the adjoining property are desired.

When the titles of two properties are unified, the Property Appraiser would assess the property at a higher rate due to the increased size and resulting estate nature. Yet, it is to the owners' advantage to show a diminution of the value of the property in order to qualify for taxation benefits. Therefore, property owners wishing to gain advantage for conservation lands protection would not benefit by unifying two properties, but would be better off to keep the properties separate and remove the development rights from one of the parcels, for valuation purposes.

iv. Facilitate Private Purchase of Contiguous Lots

The Monroe County Land Authority has developed a program to help homeowners on Big Pine Key retire rights on vacant lots adjacent to their own parcels, to keep them as conservation lots. Under this program, adjacent landowners share the costs of purchasing the land. Ownership goes to the adjacent landowner with a conservation easement in favor of the County registered on title by the owner. It is possible to expand this concept to assist neighbors, or homeowners associations to purchase any lots within their subdivisions for which they are willing to assume management responsibility. Again, it is to the landowners' advantage to not unify properties.

vi. Establish a Mitigation Bank of Restoration Funds

By creating a bank of available land restoration funds for restricted properties, the Village could encourage owners of scarified or disturbed properties to protect them through placing a conservation easement or restrictive covenant on them. Funds could be accessed by landowners for replanting the lots with native vegetation to restore the habitat. An inventory of lots for which restoration funds have been expended would need to be kept by the Village and an annual inspection undertaken to ensure that the properties are being protected.

2. Facilitate Conservation Using TDR's

To protect land from development in an area designated for conservation, the development rights are separated from the land and transferred to another area that

can better accommodate the development. These rights can thereby be sold to compensate the owner of the land designated for conservation. To have value, the TDR's must allow increased levels of development elsewhere that are not already permitted.

i. **Create Regulations That Promote TDR's for Land Conservation**

The Village's Comprehensive Plan includes policies to encourage TDR's. Sender and receiver sites will be designated through the Land Development Regulation process.

3. **Encourage Voluntary Dedication and Funds for Acquisition**

i. **Establish a Community Land Trust**

Community Land Trusts (CLT's) are increasingly being used to provide affordable housing, and preserve farmland and open space. There are over 1,200 local and regional land trusts in the United States, which acquire land and then put it to the use for which the trust was created. As a tax-exempt charitable organization, a land trust can acquire land through charitable donations that may result in tax savings for the grantor landowners. A municipality can establish a land trust as a 501(C)(3) and appoint people to the governing unit of the trust, but not the majority. A key benefit of a non-governmental organization (NGO) establishing a trust is that people may be more likely to donate to an NGO than a governmental entity. Often, the trust may recoup its investment by selling the property to the local government at a lower price than the government would otherwise have to pay.

CLT's are increasingly used to acquire land to create permanently affordable housing. By taking the land out of the speculative market, the trust insulates the property from future price escalation. The CLT controls the type of housing that is built on the land and may lease it at very low rates to developers who are willing to build housing that meets criteria established by the trust.

There are specific costs associated with operating a land trust established for conservation purposes. Any donation to the trust above \$5,000 requires that an appraisal be conducted to assist the IRS with taxation of the property. Other costs include long-term scrutiny and management of the parcel. On Sanibel Island, when you donate or sell a conservation easement, at the time of the transfer an Easement Documentation Report is prepared, detailing the existing conditions on the property, to be used as evidence to resolve disagreements about changes to the property over time. The Nature Conservancy requires \$10,000 for monitoring for large parcels and a donation of \$5,000 per parcel as a legal fund. The larger the acquisition, the more the donations sought from the owner or others for land management. Both non-profit and government need to ask for enough to cover these costs

when donations are made. Small parcels are even more difficult to track than large, with small residential lots costing about \$100 per year.

The Florida Keys Land and Sea Trust, located in Marathon, purchased the Crane Point Hammock property and continues to manage this reserve.



Photo 4. Beach Transition Zone

iii. **Encourage Donations of Land**

Donating land for conservation releases landowners from the responsibility of managing the land and can provide substantial income tax deductions if donations are made to 501(c)(3) organizations, and estate tax benefits, while avoiding any capital gains taxes that would have resulted from selling the property.

Remainder Interest. Donating a remainder interest in land is another way to give land. In this scenario, a landowner can continue to live on the land and retain a reserved life estate. In this arrangement, the property is donated during the owners' lifetime, but the owner continues to live on and use the property. Upon death (or sooner as desired by the landowner), the land trust or government agency gains full title and control over the property. By donating a remainder interest, landowners may be eligible for an income tax deduction when the gift is made. The deduction is based on the fair market value of the donated property less the expected value of the reserved life estate.

Donation by Will. If a landowner wants to own and control their land during their lifetime, but assure its protection after death, wills can be used to donate it. Landowners should make sure the chosen recipient is willing and able to receive the gift.

Charitable Gift Annuity. This option allows landowners to protect their property by donating it to a land trust, and to receive income during their

lifetime by using the land as a charitable gift annuity. In a charitable gift annuity, an agreement is made to transfer certain property to a charity, and the charity makes regular annuity payments to one or two beneficiaries specified by the donor for life. This gift of land usually qualifies for a charitable income tax deduction at the time of the gift, based on the value of the land less the expected value of the annuity payments.

Charitable Remainder Unitrust. Another option for donating property and receiving regular income is a charitable remainder unitrust. Using this mechanism, land is placed in a trust, first putting a conservation easement on it if it is to be protected. Then the trustee sells the land and invests the net proceeds from the sale. One or more beneficiaries specified by the donor receive payments each year for a fixed term or for life, then the trustee turns the remaining funds in the trust over to the land trust. The gift qualifies for a charitable income tax deduction when the land is put in the trust, based on the value of the land less the expected value of the payments.

Charitable gift annuities and charitable remainder unitrusts are most useful for highly appreciated land, the sale of which would incur high capital gains tax.

Bargain Sale. If a landowner needs immediate income from selling land, yet would like the property to go to a land trust, a bargain sale might be the answer. In a bargain sale, land is sold to a land trust for less than its fair market value. This not only makes it more affordable for the land trust, but offers several benefits to the seller: it provides cash, avoids some capital gains tax, and entitles the seller to a charitable income tax deduction based on the difference between the land's fair market value and its sale price.

iv **Create an Endowment**

Creating and building endowments is an essential responsibility for the boards of non-profit organizations. Endowments are defined as funds used to accumulate those assets that have been donated on the condition that the principal of the gift is to be kept intact and that only the investment income it produces can be used to meet the organizations needs. Endowment funds are investment vehicles whose principal is never touched and will continue in perpetuity. Only the interest or dividend earnings are spent.

Non-profit organizations are required to report assets and statements of activity under three funds: unrestricted, temporarily restricted, and permanently restricted. Unrestricted funds are those that may be used for any purpose deemed appropriate for the organization, such as the organization's operations. Both types of restricted funds are those funds that can only be used for the purpose defined, including donor restrictions and grants. In addition, the board may also launch campaigns to solicit donations

for specific projects. When a solicitation is made for a stated purpose, even if the donor does not state specifically in the letter of transmittal that it is restricted, if the donor is responding to a solicitation for a specific purpose the donation can be considered restricted. Temporarily restricted funds include all monies restricted by outside donors and grantors. Permanently restricted funds are the true endowment funds.

There is no limit on the size of gift that can start an endowment fund; even a very small gift can be used to start one. Further gifts will help the fund grow. Large endowments that allow for ongoing programs are typically named after donors, for example, the Richie Rich Endowment Fund. Even though a donor may begin an endowment fund for an organization, the board has the responsibility for making sure that all the accounting, investment and usage policies are in place so that good stewardship of the donor restricted endowment is maintained.

It is possible for a municipality to create an endowment, but again difficulties may be encountered in encouraging donors to give to a government agency. Alternatively, the Charter of a separate entity such as a land trust or foundation could specify that money would be spent in a particular manner, following clear criteria.



Photo 5.
Turtle Beach

B. FINANCING OUTRIGHT ACQUISITION

Public land acquisition for conservation or other purposes can often save local taxpayers money. Studies show that in many cases the taxpayer costs of providing, maintaining or operating infrastructure to accommodate growth are greater than the costs of outright acquisition of the development parcels. Such a study has not been undertaken for Islamorada.

1. Dedicate a Percentage of the Annual Budget

The Village budget for Fiscal 2000/2001 contains a separate line item for land acquisition (\$50,000), and a line item for land acquisition as a percentage of the Islamorada Founders Park Loan (\$90,000), totaling \$140,000. A policy requiring a rollover of these funds, if unspent, into the next budget year would assure that the maximum amount of dedicated revenue is available for land acquisition.

2. Dedicate a Percentage of Unanticipated Excess Village Revenue

This mechanism would dedicate all or a percentage of excess Village revenues to land acquisition rather than rolling it over into a future budget. This may happen if, for example, property values accrue faster than projected resulting in more money coming into the general fund. This would require that the Village Council adopt a policy to dedicate all or a percentage of unanticipated budget excesses to a land acquisition account. This would first require a budget amendment to account for excess revenues and an amendment to the expenditures to transfer the revenues to the acquisition account.

3. Dedicate all TDR Funds in Lieu and Other Relevant Revenues

TDR's, which are used by developers to acquire needed density rights for a development site, require that a restrictive covenant be placed on the sender parcel. Restricted parcels, however, may not be the priority properties targeted by the Village. Funds in lieu could be provided to the Village to be used to target acquisition of specific environmentally sensitive lands or other Village priorities. Other revenues generated from planning activities, such as funds in lieu of land acquisition points under the ROGO system could also be dedicated to a growing fund for land acquisition.

4. Establish Development Impact Fees

In North Hampton, money is provided for land acquisition and parks through a development fee when there is a zoning change. The Village already requires impact fees to be charged for new development. Because the Village is focused mainly on redevelopment, there is not as much potential for this mechanism in the Village.

5. Purchase with Bonds

In early March 2001, the North Hampton, Coastal New Hampshire Conservation Committee passed a bond issue where they will get \$4 million each year for the next 4 years to buy property for conservation and recreation, along with a matching grants program. The bond is \$.40 cents per \$1000 assessment. Many town meetings were

held on the issue. The matching grants sold the program to the citizenry. A foundation is being established to give a comfort level to citizens who are not happy with giving the money to the town.

Such a purchase would require a vote. Sarasota, Fort Lauderdale and Brevard County have all enacted bonds. The concern is that there are other high budget items such as wastewater currently being considered by the Islamorada Village Council. Therefore, the timing may not be good at this time. Land trusts as well as municipalities can float a bond to contract or leverage additional grant money. This is typically done to get a fixed amount of money that is needed immediately, not so much for gradual acquisition. Choosing this option requires a comprehensive understanding of the long-term acquisition needs, goals and a strategic plan.

6. Utilize Forms of Taxation with Exemptions

The Land Acquisition Advisory Committee believes that any form of taxation for land acquisition should be placed before registered voters as a non-binding referendum. Such referenda are popular in the United States. In the year 2000, according to the Land Trust Alliance, voters passed 83% of 209 State and local referenda to fund land conservation, committing about \$7.5 billion in tax dollars. Broward County, for example, held a referendum for \$400 million dollars. Therefore taxation for a \$100,000 home with a homestead exemption would be \$38.00/annum/household.

i. Ad Valorem Tax

An ad valorem or general tax refers to a raising of the millage rate. This is not a popular or palatable option to LAAC members. If the property goes up in value, a surcharge would be paid. North Hampton does something like this. If a house is valued at less than a certain amount, the additional millage would be waived. Alternatively, the extra millage could be paid only on non-homesteaded properties. There may be exemptions to payment of this tax: affordable housing, primary residence (homestead), residential or commercial exemptions. Vacation rental properties have greater impacts therefore should not have an exemption. Millage rates would be high with exemptions.

In Islamorada, Village of Islands, with a current taxable value (2000) of \$1,172,529,213, a ½ mil increase would result in approximately \$600,000 (\$586,264).

Any such referenda could specify a set period of time during which the tax will be effective, a limitation on use of the funds for matching grants only, or other provisions to stretch the public contribution.

ii. Title Transfer Tax, Newcomer Tax or Documentary Stamps

Transfer tax is a property sales tax either paid by the buyer or the seller. Given an assumed conservative estimate of \$60,000,000 in property sales annually, minus \$10,000,000 for affordable housing exemptions, in Islamorada, a .05% transfer tax on an average priced \$250,000 home would

be \$1,250, or \$300,000 per annum for the Village. Again, exemptions would need to be determined. Enacting such a tax requires that enabling legislation be passed by the State of Florida. Islamorada, Village of Islands is exploring this option.

iii. Excise Tax

An excise tax is a governmental levy on specific goods produced and consumed inside a country, including liquor, gasoline, tobacco and luxury goods. The Internal Revenue Service collects these taxes on behalf of the states and municipalities. Such a tax would impact businesses selling these goods.

iv. Tourist Development Tax

In the Florida Keys in 2001, the Tourist Development Council (TDC) dedicated a portion of bed tax revenues to 'brick and mortar' investments (including shoreline improvements) to increase the quality of life for Florida Keys residents. This funding could be increased. The mandates of the TDC could be expanded by an act of legislature to include land acquisition to protect the character and beauty of the Florida Keys. It is anticipated that such a proposal would be supported by the Monroe County BOCC, but would require a citizen referendum.

v. Gas Tax

Dade County added 5% to the gas tax to accomplish specified projects. Monroe County could do this as well. Again, tourists as well as locals would contribute to these funds.

7. Borrow Money

Borrowing money is a good deal as long as the property purchased with it appreciates in value. Currently (August 2001), loans can be contracted at 3% interest, whereas property values are increasing at a faster rate.

8. Grantsmanship

Innumerable grants are widely available to fund land acquisition and related stewardship projects. For example, many foundations with environmental or conservation mandates dedicate funds to other groups to carry out their work. There are many grants available, including for example, the Great Outdoors Conservancy and Bass Pro Shops. Additionally, there are professional organizations, which compile catalogues of institutions that provide grant opportunities. Financial resources are necessary to access these catalogues.

Other hurdles to good grantsmanship include planning to demonstrate qualification, the availability of staff resources to apply for potential grants and the ability to utilize the funding once it becomes available. Resources need to be available for this to be a viable option.

A non-profit foundation can hire a grants writer to work on grants on a full time basis with a percentage dedicated towards the administration. A grant writer who works on a contingency could be hired by a municipality. However, it can take up to ten months to receive funds, therefore there needs to be a draw down available to them.

9. Community Fundraising and Educational Events

Education is imperative to ensure land stewardship. The LAAC could lead the development of a brochure to draw attention to land stewardship issues. North Hampton used this approach to rally support for their bond issue. Brochures and other education materials can also be used to attract people who you want to make donations, to a land trust for example.

10. Contributor Recognition

Kiosks, plaques, public art, plantings or other forms of recognition are essential to acknowledge donors who have helped preserve the ecology of Islamorada.

11. Existing Funding Programs

Ongoing programs for funding land acquisition and management activities including Infrastructure Sales Tax, assistance of the Monroe County Land Authority, the Preservation 2000 Program, CARL and other agency programs will be ongoing.

Appendix 'A'
Land Acquisition Properties Update October 2001

This listing provides a status update of properties on the Land Acquisition Advisory Committee's acquisition list and other properties that have been acquired by government agencies within Islamorada, since Village incorporation.

PROPERTY DESCRIPTION	LEGAL DESCRIPTION	ACQUISITION STATUS
Edward & Margaret Mabbs Donation CLOSED	A portion of Tracts 'A', 'B' and 'C', LYSILOMA, as recorded in Plat Book 5 at Page 115 of the Public Records of Monroe County and all of the lanes within; Approx. MM 89	A Warranty Deed transferring this outstanding conservation property to the Village was executed June 8, 2000. A funding application for exotic removal and ecological restoration, as required, is now being prepared by staff.
Sea Oats Beach CLOSED	Lower Matecumbe Key Pt Lot 3 (Parcel C); and Matecumbe Ocean Beach Section A Revised Plat PB2-103 Lower Matecumbe Pt. of Tract 1 Parcel C; Lower Matecumbe Key; Approx MM 75	At their March 9, 2000 meeting, the Village Council agreed to accept a donation of two Sea Oats Beach parcels from the Nature Conservancy. A Reserved Conservation Easement restricts use of the properties to passive uses that do not interfere with the conservation values of the property. The Village has submitted a funding request to the Department of Community Affairs (DCA) for beach re-nourishment and re-vegetation.
Barrenson Property CLOSED	Meets & bounds description; Plantation Key behind Crum; Approx. MM 85	This property, which consists of 45 acres of mangroves was purchased by the MCLA in January 2001. As it is part of the CARL project, the land will be transferred to the State for management.
Wollard Parcel CLOSED	Metes & bounds description; Upper Matecumbe Key; Approx. MM 80	This parcel is owned by the BOCC/MCLA. It was purchased with FCT funds. The Village has requested that the BOCC transfer the property to the Village by means of the BOCC approving an amendment to the FCT contract.

Roth Property CLOSED	Pt. Gvt. Lot 3 (.60 acres) and Adj. Pt. of Canal and TR D less N 80' Plantation Tropical Park totaling 3.2 acres; Approx. MM 90.5	In January 2000, Mr. Joe Roth offered this property to the Village. In December 2000, the Village Council approved Resolution 00-12-47 supporting a Lease-Purchase Agreement between the Village and the Trust for Public Land (TPL) and in February 2001, the TPL closed on the property. The Village has indicated to the TPL that full funding of this property is the Village's grant application priority for this fiscal. A site visit was held on May 15, 2001 by the LAAC to review the terms of the grant. Public interest in this meeting indicated a need for public consultation when developing the required management plan to describe how the terms of the grant should be met. This grant specifies that exotic removal and ecological restoration of the property take place immediately as priority terms of the grant. A funding application for this work is now being prepared by staff.
MM 83 Median Site (Rosenblatt Parcels) CLOSED	Lots 16, 17 and 18, Block 1, Ocean View Subdivision, Upper Matecumbe Key; Approx. MM 83	In April 2001, the MCLA closed on three of the median hammock lots, the Rosenblatt parcels, on Upper Matecumbe, and in May 2001 Warranty Deeds were transferred to the Village. These properties were purchased with Preservation 2000 bonds and are subject to a conservation easement which restricts potential uses of the properties to conservation and recreational uses. A funding application for exotic removal and ecological restoration is now being prepared by staff.
Lower Matecumbe Hammocks (Placid and Caylor) CLOSING	Matecumbe Ocean Bay Sec 2;NE'LY 425.20' ft SW'LY 1072 ft of TR B; Matecumbe Ocean Bay Sec 2;NE'LY 346 ft SW'LY 1072 ft of TR B; Lower Matecumbe, Approx. MM 76.5	These two properties were purchased by the MCLA and will be turned over to CARL. A resolution to do so is on the BOCC Agenda next month.

Keoskie Tract CLOSING	Pt. Gvt. Lot 2 Pt SE ¼ of NE ¼ PB1-70, Plantation Key or Long Island, Approx. MM 90	In April 2001, the Trust for Public Lands (TPL) and the MCLA started discussions regarding acquisition of this property. A contract has now been signed with the owner, and the details of a tri-party agreement should be finalized this month. TPL will buy the property, and the MCLA will buy it from TPL and transfer ownership to the Village, with a conservation easement in favor of the MCLA on title.
Plantation Key Median Hammocks (Hershoff & Partners) CLOSING	There are numerous properties here on Plantation Key; Approx. MM90 Closing are: Block 2, Lots 1 through 4, Key Heights Section 1 and Lot 1, Tropical Coral Reef Estates	In September 2001, an Inter-local Agreement between the Village and the MCLA was executed allowing the MCLA to move forward with the transfer of five (5) median hammock lots on Plantation Key, using Preservation 2000 bond proceeds. Warranty Deeds are now being prepared. Use of these hammock lots will be restricted by conservation easement.
Lural – Kulisky Oceanfront Sites	Lot 4, Bay Btm. Adj. to Lots 5 & 6 PB1-101; Lots 5 & 6, Plantation Key or Long Island; Approx. MM 87	Negotiations for this site are temporarily on hold.

Harriette Goldsmith Site	PB3-93; Pt. Lot 7; Upper Matecumbe; Approx. MM 80.4	This property was placed under contract between the MCLA and Mrs. Goldsmith in March 2001. A 50 ft. by 250 ft. encroachment from Max's Marina has slowed this process down, due to concerns of potential contamination. It was proposed that the encroachment area be sold to Max's, bringing the marina owners into the negotiation to settle with Mrs. Goldsmith. Currently, Max's Marina is for sale.
MM 83 Median Site	Lots 1, 2, 3, 4, & 5; Islamorada Business Sites, Upper Matecumbe Key; Approx. MM 83	The MCLA continues to negotiate with the three landowners of these conservation parcels. Circle K has expressed willingness to negotiate but the process is moving slowly; the Russell's are considering selling as they explore all options; the Peacon-Leatherman parcel is unlikely to be acquired.
Choate	Tract 6, Pt. Gvt. Lots 1, 2, & 3; Pt. Tract 5, Lots 1, 2, & 3; etc.; Island of Upper Matecumbe; Approx. MM 80	The Monroe County Land Authority (MCLA) continues to negotiate with the landowners in the hope of acquiring this conservation tract. This property is also on the CARL list.
Sojourn Site	Pt. Tract 5; Lower Matecumbe Key; Approx. MM 74.9	In January 2001, the owner indicated a willingness to sell and was directed to the MCLA to negotiate. This parcel supports the commercial fishery. Should the Village acquire this parcel, the current use would need to be discontinued as the lands would be acquired with conservation dollars. It is not appropriate that the Village negotiate on this parcel due to displacement of the fishery and potential contamination on the site. Therefore, acquisition of this parcel is on hold indefinitely by the MCLA but the Village may choose to pursue the parcel independently.

Gloria Crum + 2 adjacent sites	Pt. SW ¼ of SE ¼ Plantation Key or Long Island; Approx. MM 86	This property is a red mangrove wetland with water flow on site. According to Mark Rosch, the State would already own the wetland portions. Considering the small amount of upland, the owner is asking too high a price due to highway frontage and the negotiation has been placed low on the priority list.
Webster Wetlands	Pt. Gov't Lot 1-2-3-4; Bay Bottom NW'LY & Adj to Pt Gov't Lots 1-2-3-4; Lower Matecumbe Key; Lot 1, Lot 2 & 2A, Blk A, White Marlin Beach; Lower Matecumbe Key; Approx. MM 74	Like the Crum site, this site is primarily red mangrove wetland, therefore owned largely by the State, and has been placed low on the priority list.
Kiyashka	Bay Btm Adj Tract 2,3, & 6; Bay Btm Adj Tract 1 & 4; Tract 2, 3, 4, & 6 of Subdivision of Lots 3-4, Upper Matecumbe, Approx. MM 81	As the property owner is seeking a larger sum than anticipated for this property, the MCLA is not aggressively pursuing acquisition. However, the MCLA is not closing the book on this property.
Peacon – Leatherman	The Peacon-Leatherman Tract; Upper Matecumbe Key Tr 2; Approx. MM 83	Owners of this parcel are not willing sellers. This oceanfront lot is tied with one of the MM 83 median hammocks. It seems imminent that the owners will apply for a TRE to build on the ocean property.

Appendix 'B'

Expert Consultation Workshop
Discussion Questions



LAAC LUNCHEON THURSDAY JUNE 7, 2001

Invited Are:

Tom McDonald, CPA	FAX: 852-5763
Mitch Bernstein, WSHPG, Attorney	FAX: (305) 854-2323
Kevin Mooney, Trust for Public Lands	FAX: (850) 222-3133
Chris Bergh, Land Conservation Program Manager	
Florida Chapter Nature Conservancy	FAX: (305) 292-1763
Bob Burns, Associate Director of Protection,	
Florida Chapter Nature Conservancy	FAX: (407) 682-3077
Mark Gregg, Attorney	FAX: 453-9427

Land Acquisition Advisory Committee (LAAC) members and staff of the Community Planning and Development Services Department are pleased that you will be able to join us for lunch on June 7, 2001 from 11:30 to 2:00, in the Village Council Chambers at Islamorada Founders Park.

Over the last eight months, the LAAC has been preparing an action plan for retiring development rights from vacant parcels within Islamorada. This research details incentives that can be used to encourage private land stewardship and mechanisms for raising funds with which parcels can be purchased outright. Ultimately, the research will result in a set of advisory recommendations to the Islamorada Village Council regarding short, intermediate and long range actions that the Village can take to achieve land acquisition and management goals.

During the luncheon, the LAAC would like your ideas and input in your area of expertise to help answer unresolved questions that remain at this late stage in the research. With your help, the LAAC will better be able to measure the pros and cons of pursuing various tactics, and be better able to advise the Council on these issues.

A list of questions that the LAAC would like to discuss has been attached to this mail out, along with a short list of the mechanisms that are under examination.

We look forward to lively discussion at this meeting and thank-you again for agreeing to attend. Please call Theresa Szymanis, AICP, Village Planner at (305) 664-2345, if you have any questions.

**LAAC Luncheon Thursday June 7, 2001
11:30 – 2:00 at Village Council Chambers, Founders Park**

Discussion Questions:

1. What incentives can a municipality use to encourage homeowners to purchase adjacent properties for ‘conservation’ purposes?
2. What are the necessary procedures to reflect restrictive covenants or conservation easements on the property tax rolls? How would this differ if the easement or covenant were placed on all of the lot (no use) or part of the lot (accessory uses only)? How would this mechanism be implemented?
3. How does the purchase of development rights (PDR’s) work? How is the market value of PDR’s established?
4. Can the Village form and manage a non-profit entity such as a Land Trust? What are the relative taxation and other advantages of being a municipality or a separate non-profit entity such as a Land Trust for accepting donations of land, money or accessing grants?
5. What are the relative advantages of establishing a Community Land Trust versus a Foundation?
6. Can a municipality create and manage an endowment?
7. Can a not-for-profit entity other than a municipality, a Foundation for example, purchase a bond to leverage matching grant funds?
8. For Islamorada, what are the key variables that may demonstrate that it costs more to grow than to not grow? How do we offset the negative perception that taxes will increase if conservation properties are purchased and removed from the tax rolls?
9. How does the excise tax on luxury goods work from a coordination perspective? Is this a potential source of land acquisition revenue?
10. Do you have any other splendid ideas for providing incentives or raising revenues for land acquisition and management that have worked successfully in other areas?

DRAFT ACTION PLAN TABLE OF CONTENTS

II MECHANISMS TO RETIRE DEVELOPMENT RIGHTS

A. INCENTIVES TO ENCOURAGE LAND STEWARDSHIP

1. Encourage Private Land Stewardship Through Incentives
 - vi. Provide an Ad Valorem Taxation Reduction for Conservation Easements
 - vii. Purchase Conservation Easements
 - viii. Utilize Restrictive Covenants
 - ix. Purchase of Development Rights (PDR's)
 - x. Encourage Unity of Title
 - xi. Facilitate Private Purchase of Contiguous Lots
 - xii. Establish a Mitigation Bank of Restoration Funds
2. Facilitate Conservation Using Transferable Development Rights (TDR's)
 - i. Create Regulations That Promote TDR's for Land Conservation
3. Encourage Voluntary Dedication and Funds for Acquisition
 - iv. Establish a Community Land Trust
 - v. Establish a Foundation
 - vi. Encourage Donation of Land
 - iv. Create an Endowment

B. FINANCING OUTRIGHT ACQUISITION

1. Dedicate a Percentage of the Annual Budget
6. Dedicate a Percentage of Unanticipated Excess Village Revenue
7. Establish a Policy to Dedicate Revenues Acquired From Planning Mitigation
8. Establish Development Impact Fees
9. Purchase with Bonds
10. Establish a Toll on U.S. 1
7. Utilize Forms of Taxation with Exemptions
 - i. Ad Valorem Tax
 - ii. Title Transfer Tax or Documentary Stamps
 - vi. Excise Tax
 - vii. Sales Sur Tax
 - viii. Infrastructure Sales Tax
 - ix. One Cent Tourist Sales Tax
7. Borrow Money
8. Grantsmanship
12. Community Fundraising and Educational Events
13. Contributor Recognition
14. Existing Funding Programs



Council Communication

To: Mayor and Village Council
From: Marne McGrath, Village Clerk
Date: August 7, 2024
SUBJECT: Regular Village Council Meeting Minutes of July 9, 2024 TAB 5

Background:

The Regular Village Council Meeting minutes from July 9, 2024, are presented for Council's consideration and approval.

Analysis:

Budget Impact:

Staff Impact:

Recommendation:

Attachments: 1. 07 09 2024 Regular Village Council Meeting Minutes



Islamorada, Village of Islands

REGULAR VILLAGE COUNCIL MEETING

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

MINUTES

I. CALL TO ORDER / ROLL CALL

Mayor Joseph B. Pinder III called the meeting to order at 5:31 p.m.

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

Don Horton led the Pledge of Allegiance and Mayor Pinder began the meeting with a brief prayer.

III. AGENDA: Requests for Deletion / Emergency Additions

MCSO Captain Derek Paul noted he had been transferred to Marathon and introduced incoming Captain Lisette Quintero who would be leading MCSO operations in Islamorada.

There were no emergency additions or deletions to the agenda.

Council Member Mark Gregg asked to remove Consent Item C as he wanted to vote on the remaining Consent Agenda items and thought that voting on the item was a conflict of interest. Interim Village Attorney John Quick noted the law permits voting on the item if the complaint was dismissed, which had been the case. Council Member Gregg rescinded his request to pull the item.

Council Member Henry Rosenthal asked Village Manager Cole to speak on the Fills. Manager Cole noted it was in the After-Action Report, and he could report on it at that point in the meeting. Council Member Rosenthal asked why the Church wasn't on the agenda and noted that it had been on the weekly manager's update. Manager Cole clarified that the weekly update was intended to report on items that had some activity but weren't necessary to place on the agenda as there were no pressing items associated that required Council consideration.

Council Member Rosenthal requested that the Woods Avenue item from the previous meeting be revisited. Interim Village Attorney John Quick indicated that a majority of

Council would be required to bring the item back. Council Member Rosenthal made a motion to reconsider the Woods Avenue item from the June 13 Land Use Village Council meeting. Vice Mayor Mahoney seconded the motion.

ACTION: Motion to reconsider the Woods Avenue item from June item III.
by Henry Rosenthal second by Sharon Mahoney;
Motion passed with a 3:2 vote

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

NAYS: Mark Gregg, Elizabeth Jolin

ABSTAIN: None

Vice Mayor Sharon Mahoney requested moving Tab 10 to the beginning of the agenda to be heard after Public Comment. A consensus of Council agreed.

IV. REPORTS, PRESENTATIONS AND ANNOUNCEMENTS

A. Presentation on Sunset Beach Drive Boat Anchoring Area - TAB 1

Environmental Resources Manager Pete Frezza gave a presentation on potential options for the Sunset Beach Drive Anchoring Area.

He noted the White Marlin exclusion area was due to a public safety purpose for the swimming area. It was noted that state law only allows exclusion zones for public safety purposes and the zone cannot go out any farther than 300' from the shore.

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:

Brad Dougherty
Hugh Casiano
Chuck McWhirter
Allan Davis
Van Cadenhead
Karan Moeller
Joe Wischmeier
Dave Petkovich
Robert Moser
Don Horton
John Myers

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

VI. RESOLUTION - TAB 10 MOVED UP ON AGENDA AT MEETING

- A.** 2nd Quarter 2024 Residential Market Rate Building Permit System Allocations (BPAS) - **TAB 10** (Jennifer DeBoisbriand , Planning Director)

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING RESIDENTIAL BUILDING PERMIT ALLOCATION SYSTEM (“BPAS”) RANKINGS AND AWARDING RESIDENTIAL BUILDING PERMIT ALLOCATIONS FOR QUARTER 2 OF 2024; AND PROVIDING AN EFFECTIVE DATE

The item was moved up in the agenda order to follow up Public Comment.

Senior Environmental Planner Daniel Parabok introduced on behalf of Planning Director DeBoisbriand, who was on vacation but available appearing via Zoom.

Mayor Joseph B. Pinder III opened public comment.

Speakers included:

Ty Harris on behalf of all five lot dedications

Frank Cabrera

Donna Cabrera

David Helker

Karan Moeller

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

Discussion ensued about whether the lots included a boat slip. Interim Village Attorney John Quick recommended accepting the donations without specifying boat slips and if they were in the analysis, they would be included.

ACTION: Motion to approve item X.E. by Sharon Mahoney second by Henry Rosenthal;

Motion passed with a 4:1 vote

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

NAYS: Mark Gregg

ABSTAIN: None

VII. MAYOR / COUNCIL COMMUNICATIONS

- A.** Request for Council Direction to Initiate Staff Review of Comp Plan Build-out Limit (Councilman Gregg) - **TAB 2**

Council Member Mark Gregg provided background on the Village's initial comp plan process and asked to have staff prepare a common language document sharing this information.

Village Manager Rob Cole noted that the Planning Department was hosting a workshop on July 31 and that an RFP was currently out for a comp plan consultant.

VIII. VILLAGE ATTORNEY / VILLAGE MANAGER COMMUNICATIONS

- A.** Staff update regarding Council direction at the June 11 Regular Meeting to provide additional information related to restoration funds expenditures, including whether they are supporting the goal of no net loss of tropical hardwood hammock within the village, as described in Village Code Section 30-1615, Transplantation and Restoration Standards.

Village Manager Rob Cole announced the upcoming BPAS workshop is on Tue July 30 in the Community Center from 5 - 7pm. He noted interested parties could contact Planning Coordinator Anita Muxo for more information. He expressed hope that there would be high turnout and participation.

Village Manager Cole introduced a staff update from Senior Environmental Planner/Village Biologist Daniel Parabok, who noted he analyzed how the Village was using landscape mitigation funds. Mr. Parabok shared his findings and noted the fund was being used appropriately. Village Manager Cole indicated there was currently \$1.8 million in the fund.

Council Member Mark Gregg noted that the County owns lots in the Village as a result of receiver sites that were traded for sites elsewhere in the county before incorporation. Council Member Gregg asked if we could we trade for Islamorada land from other parts of the county. Direction was given to initiate that conversation with County leadership.

Council Member Elizabeth Jolin asked the Village Manager if we could bring back an item to see how a Land Acquisition Fund could fit in. She asked if someone on staff could prepare a brief item to be presented at our next meeting.

IX. CONSENT AGENDA

Mayor Joseph B. Pinder III opened public comment.

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

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

Motion passed with a 5:0 vote

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

NAYS: None

ABSTAIN: None

A. Approval of Minutes: TAB 3

Legislative Agenda Workshop - June 11, 2024

Regular Council Meeting - June 11, 2024

Land Use Council Meeting - June 13, 2024 (Marne McGrath, Village Clerk)

B. Resolution Approving a First Amendment to Work Authorization #4 Between MT Causley, LLC and Islamorada, Village of Islands - TAB 4 (Sheila Denoncourt, Chief Building Official)

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING A FIRST AMENDMENT TO WORK AUTHORIZATION NO. 4 BETWEEN M. T. CAUSLEY, LLC, AND ISLAMORADA, VILLAGE OF ISLANDS, TO PROVIDE GENERAL SUPPORT SERVICES TO THE BUILDING SERVICES DEPARTMENT; AUTHORIZING VILLAGE OFFICIALS TO IMPLEMENT THE TERMS AND CONDITIONS OF THE FIRST AMENDMENT TO WORK AUTHORIZATION NO. 4; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE WORK AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE

- C. Resolution Approving Reimbursement of Legal Fees to Mark Gregg for Defense of Ethics Complaint - **TAB 5** (John Quick, Interim Village Attorney)

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, AUTHORIZING THE PAYMENT OF \$360.00 TO MARK GREGG FOR REIMBURSEMENT FOR LEGAL SERVICES PERFORMED BY MESSER CAPARELLO, P.A. RELATING TO THE REPRESENTATION OF COUNCILMEMBER GREGG IN HIS OFFICIAL CAPACITY AS A COUNCILMEMBER; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE

X. END OF CONSENT AGENDA

XI. RESOLUTIONS

- A. Resolution Accepting a Land Donation and Ratifying the Quit Claim Deed - **TAB 6**

(Peter Frezza, Environmental Resources Manager)

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, ACCEPTING AND APPROVING A QUIT CLAIM DEED FROM DAVID C. BOTTRALL, INDIVIDUALLY AND AS TRUSTEE FOR THE LESLIE E. TASSELL TRUST, FOR THE ACQUISITION OF CERTAIN REAL PROPERTY; PROVIDING FOR CONFLICTS AND FOR AN EFFECTIVE DATE.

Environmental Resources Manager Pete Frezza noted this was a single parcel on Lower Matecumbe between the Iroquois Canal and Overseas Highway. When the Village approached the property to request an easement, the trustee suggested a land dedication. Mr. Frezza acknowledged David Botrall for his work in helping to make this land dedication and noted it was the last Leslie Tassell

holding in the Village.

ACTION: Motion to approve item X.A. by Henry Rosenthal second by Sharon Mahoney;

Motion passed with a 5:0 vote

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

NAYS: None

ABSTAIN: None

- B.** Resolution Determining the Proposed Millage Rate for Fiscal Year 2024-2025, Establishing the Current Year Rolled-Back Rate, and the Date, Time, and Place for the First and Second Budget Hearings - **TAB 7** (Lisa Lynch, Finance Director)

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, DETERMINING THE PROPOSED MILLAGE RATE FOR FISCAL YEAR 2024-2025; ESTABLISHING THE CURRENT YEAR ROLLED-BACK RATE, AND THE DATE, TIME AND PLACE FOR THE FIRST AND SECOND BUDGET HEARINGS AS REQUIRED BY STATE LAW; DIRECTING THE FINANCE DIRECTOR AND VILLAGE MANAGER TO PROPERLY FILE THE CERTIFICATION OF TAXABLE VALUE VIA E-TRIM; DIRECTING THE VILLAGE CLERK TO TRANSMIT THIS RESOLUTION TO THE MONROE COUNTY PROPERTY APPRAISER PURSUANT TO THE REQUIREMENTS OF FLORIDA STATUTES AND THE RULES AND REGULATIONS OF THE DEPARTMENT OF REVENUE OF THE STATE OF FLORIDA; AND PROVIDING FOR AN EFFECTIVE DATE

Finance Director Lisa Lynch explained that the department proposed a millage rate of 3 as a maximum ceiling that we can't exceed.

Mayor Joseph B. Pinder III opened public comment.

Speakers included:

Van Cadenhead

Joe Wischmeier

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

Finance Director Lynch noted a few significant cost increases for the Village, including increased FRS rates and rising insurance costs. Additionally, the SAFER grant has been extinguished, raising our personnel costs by \$600,000 if we keep the six firefighters hired under this grant.

Mayor Pinder noted that this conversation was to create the cap and that Council was not setting the rate at this point.

The first budget hearing was scheduled on Thursday, September 5 at 3:30 p.m.

Staff noted they would have to confirm the time as the hearings may statutorily need to begin after 5:00 p.m.

The second budget hearing was scheduled for Tuesday, September 17 at the same time as the September 5 hearing.

A motion was made to approve the resolution with the modification of the time to start at 3:30 p.m. unless there is a statutory requirement to start later, and then it would start as early as possible.

Mayor Pinder recessed the meeting for a break at 8:29 p.m.

ACTION: Motion to Approve a 3 mill cap item X.B. by Sharon Mahoney second by Henry Rosenthal;

Motion Passed with a 5:0 vote

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

NAYS: None

ABSTAIN: None

ACTION: Motion to set Budget Hearing #1 for September 5 and Budget Hearing #2 for September 17 at 3:30 pm

or as early as statutorily permitted thereafter X.B. by Henry Rosenthal second by Sharon Mahoney

Motion passed with a 5:0 vote

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

NAYS: None

ABSTAIN: None

- C. Resolution Rescinding Resolution No. 24-05-33 and Approving Recommendation and Agreement for Plantation Tropical Preserve Gazebo Project - **TAB 8** (Peter Frezza, Environmental Resources Manager)

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, RESCINDING RESOLUTION NO. 24-05-33 AND 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

Mayor Pinder reconvened the meeting at 8:51 p.m.

Council Member Henry Rosenthal asked Council if they supported asking staff to create an ordinance for a Vessel Exclusion Zone at Sunset Drive Beach

referencing Environmental Resources Manager Pete Frezza's presentation earlier in the meeting. Mr. Frezza noted he thought it would be prudent to solicit community input as part of the process moving forward.

Mr. Frezza noted that at the May Council meeting they approved the RFP award to CBT for the Gazebo Project. He noted that staff had begun negotiations with CBT who were helping in finding reductions to bring the budget closer to \$109K, which is what was originally budgeted. He noted that having the gazebo is the last requirement with the state on this project.

Mayor Joseph B. Pinder III opened public comment.

Speakers included:
Van Cadenhead

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

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

- D. Resolution Approving the Payment for a Law Enforcement Patrol Boat to be Purchased by the Monroe County Sheriff's Office - **TAB 9**
(Robert Cole, Village Manager)

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING THE PURCHASE OF A LAW ENFORCEMENT PATROL BOAT FOR LOCAL LAW ENFORCEMENT USE BY THE MONROE COUNTY SHERIFF'S OFFICE PURSUANT TO THE CONTRACT FOR LOCAL POLICE SERVICES; PROVIDING FOR A WAIVER OF COMPETITIVE BIDDING; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; AND PROVIDING AN EFFECTIVE DATE

Village Manager Rob Cole noted that the Village issued an ITB for which all proposals were rejected. Monroe County Sheriff's Office conducted its research and found a suitable replacement for the 2006 Angler that had reached the end of its usability.

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.D. by Elizabeth Jolin 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

- E. Resolution Approving Piggybacking Purchase of 2025 Freightliner Rescue Re-mount - **TAB 11** (Terry Abel, Fire Chief)

RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, PIGGYBACKING THE FLORIDA SHERIFF'S ASSOCIATION/ FLORIDA ASSOCIATION OF COUNTIES & FLORIDA FIRE CHIEFS' ASSOCIATION AUTOMOTIVE CONTRACT NO. FSA223-VEF17.0: FIRE RESCUE VEHICLES, BOATS & EQUIPMENT AND APPROVING THE PURCHASE OF A 2025 FREIGHTLINER M2 AEV TYPE I AMBULANCE REMOUNT FROM EMERGENCY TACTICAL RESCUE VEHICLES FOR THE VILLAGE FIRE RESCUE DEPARTMENT; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE NECESSARY DOCUMENTS; AUTHORIZING THE VILLAGE MANAGER TO EXPEND FUNDS; AND PROVIDING FOR AN EFFECTIVE DATE

Mayor Joseph B. Pinder III opened public comment.

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

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

XII. ORDINANCES

- A. Ordinance Establishing a Temporary Moratorium on the Acceptance of New Administrative Relief Applications - **First Reading - TAB 12** (John Quick, Interim Village Attorney)

AN ORDINANCE OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, ESTABLISHING A TEMPORARY MORATORIUM, WITHIN THE VILLAGE, ON THE ACCEPTANCE OF NEW ADMINISTRATIVE RELIEF APPLICATIONS; PROVIDING FOR EXEMPTIONS; PROVIDING FOR PROCEDURES FOR VESTED RIGHTS AND JUDICIAL REVIEW; PROVIDING FOR A TERM; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS;

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 noted that Council asked staff in May to move this forward. He noted this could build in the option to extend the moratorium if needed. He clarified that this pertained strictly to new applications and that all applicants currently in the queue would remain there.

Mayor Joseph B. Pinder III opened public comment.

Speakers included:

Van Cadenhead

Joe Wischmeier

Karan Moeller

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

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

Motion passed with a 3:2 vote

AYES: Mark Gregg, Elizabeth Jolin, Henry Rosenthal

NAYS: Sharon Mahoney, Joseph B. Pinder III

ABSTAIN: None

B. Ordinance to Eliminate Bufferyards in Residential Zoning Districts - First Reading - TAB 13 (Daniel Parabok, Environmental Planner)

AN ORDINANCE OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, AMENDING CHAPTER 30 "LAND DEVELOPMENT REGULATIONS", ARTICLE V "SCHEDULE OF DISTRICT USE AND DEVELOPMENT STANDARDS", DIVISION 6 "LANDSCAPING STANDARDS", SECTION 30-816 OF THE VILLAGE CODE; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; 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

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 deny item XI.B. by Elizabeth Jolin second by Sharon Mahoney;

Motion passed with a 4:1 vote

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

NAYS: Mark Gregg

ABSTAIN: None

- C. Ordinance Amending Chapter 30 "Land Development Regulations" Article II "Rules of Construction and Definitions" Relating to Fronting - **Second Reading - TAB 14** (John Quick, Interim Village Attorney)

AN ORDINANCE OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, AMENDING CHAPTER 30 "LAND DEVELOPMENT REGULATIONS", ARTICLE II "RULES OF CONSTRUCTION AND DEFINITIONS", SECTION 30-32 OF THE VILLAGE CODE RELATING TO FRONTING; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE

Council Member Mark Gregg announced his intention to abstain from the vote.

Mayor Joseph B. Pinder III opened public comment.

Speakers included:

Van Cadenhead

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

ACTION: Motion to approve item XI.C. by Elizabeth Jolin second by Sharon Mahoney;

Motion passed with a 4:0 vote

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

NAYS: None

ABSTAIN: Mark Gregg

XIII. MOTIONS

- A. Motion to Consider Appointment of Matt Bellinger to the Nearshore Water Regulations Citizens Advisory Committee - **TAB 15** (Peter Frezza, Environmental Resources Manager)

Motion to Consider Appointment of Matt Bellinger to the Nearshore Water Regulations Citizens Advisory Committee

Mayor Joseph B. Pinder III opened public comment.

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

ACTION: Motion to approve item XII.A. by Elizabeth Jolin second by Sharon Mahoney;

Motion passed with a 5:0 vote

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

NAYS: None

ABSTAIN: None

- B.** Motion to Consider Appointment of Jerald O'Cathey to the Historic Preservation Commission - **TAB 16** (Marne McGrath, Village Clerk)

Motion to Consider Appointment of Jerald O'Cathey to the Historic Preservation Commission

Mayor Joseph B. Pinder III opened public comment.

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

ACTION: Motion to approve item XII.B. by Sharon Mahoney 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

XIV. AFTER ACTION REPORT

- A.** July 9 After Action Report - **TAB 17**

Village Manager Rob Cole provided updates on the recent church building purchase and the Fills at the request of Council Member Henry Rosenthal.

Mayor Pinder opened public comment.

Speakers included:
Van Cadenhead

Public comment was closed.

As discussion continued to 10:00 p.m., Council Member Henry Rosenthal extended the meeting for five minutes.

At 10:05 p.m. Council Member Elizabeth Jolin extended the meeting for five minutes.

At 10:10 p.m. Mayor Joseph B. Pinder III extended the meeting for five minutes.

XV. ADJOURNMENT

Council Member Henry Rosenthal moved to adjourn the meeting at 10:14 p.m.



Council Communication

To: Mayor and Village Council
From: Peter Frezza, Environmental Resources Manager
Date: August 7, 2024
SUBJECT: **Resolution Approving Work Authorization No. 5 with Tim Matthews Tree & Landscaping for Completion of a Planting Project TAB 6**

Background:

In accordance with its Comprehensive Plan, Islamorada, Village of Islands (the "Village"), continues to restore public lands and hammock, preserve and enhance open space and natural landscapes as well as to enhance community appearance. This project would further the Village's restoration and natural landscapes planting objective within open space, parks, and right-of-way areas. In June 2024 the Village requested a proposal from Tim Matthews Tree & Landscaping, Inc. ("Tim Matthews") for a tree and shrub planting and restoration project within the right-of-way on Windley Key. This planting project is intended to restore public lands, enhance the right-of-way, fill open space with native foliage, create shade, and replace trees lost from FCAA transmission main replacement project construction. Effective June 26, 2023, the Village and Tim Matthews entered into a Non-Exclusive Continuing Services Agreement ("CSA") for professional landscaping services resulting from a competitive bid process (RFQ# 23-03) to create a library of firms for landscaping, tree trimming and mangrove trimming.

Analysis:

Exhibit "A" to the attached Resolution is proposed Work Authorization No. 5 between the Village and Tim Matthews for professional landscaping services for the project on Windley at a cost not to exceed \$89,410.00. Work Authorization No. 5 would become effective upon full execution and the project would commence as directed by the Village. Under Work Authorization No. 5, as outlined in the scope within Exhibit "B", Tim Matthews would complete a project involving planting up to 850 plants, all native to the Florida Keys. The contractor is to complete the work in a timely manner as indicated in the Agreement.

Budget Impact:

This Agreement would be for a not-to-exceed amount of \$89,410.00, as outlined in Exhibit "A" to the Resolution. Costs for this landscaping project, which would ultimately be recorded as an asset of the Village, would be accounted for in the FY 2023-2024 Capital Project Fund budget and would be funded by a transfer of Landscape Mitigation funds from the General Fund. The Finance Department estimates that the amount in Committed Fund Balance for Landscape Mitigation as of August 7, 2024, will be \$758,000.00.

Staff Impact:

The Village's Environmental Resources Manager and Public Works Director would oversee the project and coordinate as necessary. The Village's Finance department would track the expenditure and record the corresponding transfer of Landscape Mitigation fees from the General Fund to the Capital Project Fund.

Recommendation:

It is recommended that the Village Council adopt the attached Resolution, thereby approving Work Authorization No. 5 with Tim Matthews Tree & Landscaping, Inc.

- Attachments:**
1. Resolution_Windley Key Planting_Tim Matthews_080724
 2. Exhibit A_WA#5 Tim Matthews_Windley Key ROW
 3. Exhibit B_Proposal_from Tim Matthews Tree Landscaping Inc

RESOLUTION NO. 24-

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING WORK AUTHORIZATION NO. 5 WITH TIM MATTHEWS TREE & LANDSCAPING, INC FOR COMPLETION OF A PLANTING PROJECT ON WINDLEY KEY; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE WORK AUTHORIZATION NO. 5; AND PROVIDING FOR AN EFFECTIVE DATE

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

WHEREAS, the Village has proposed a native plant and restoration project within the right-of-way area on Windley Key; and

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

WHEREAS, pursuant to RFQ 23-03, the Village entered into a current Continuing Services Agreement with Tim Matthews Tree & Landscaping, Inc. ("Tim Matthews") for landscaping, tree trimming and mangrove trimming services; and

WHEREAS, Tim Matthews is willing to perform these services as outlined in the Scope of Services attached as Exhibit "B" in an amount not to exceed Eighty-nine Thousand Four Hundred and Ten Dollars (\$89,410.00); and

WHEREAS, the Village Council of Islamorada, Village of Islands, (the "Village Council") has determined that approval of the Work Authorization No. 5 with Tim Matthews is in the best interest of the Village and its residents.

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

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

Section 2. Approval of Work Authorization. The Village Council hereby approves Work Authorization No. 5 with Tim Matthews, attached as Exhibit "A", for completion of the Project in an amount not to exceed \$89,410.00.

Section 3. Authorization of Village Officials. The Village Manager and/or designee and the Village Attorney are authorized to take all actions necessary to implement the terms and conditions of Work Authorization No. 5.

Section 4. Authorization of Fund Expenditure. Notwithstanding the limitations imposed upon the Village Manager pursuant to the Village's Purchasing Procedures Ordinance, the Village Manager is authorized to expend budgeted funds to implement the terms and conditions of Work Authorization No. 5 in an amount not to exceed \$89,410.00.

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

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

Motion to adopt by _____, seconded by _____.

FINAL VOTE AT ADOPTION

VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS

Mayor Joseph B. Pinder III _____

Vice Mayor Sharon Mahoney _____

Councilman Mark Gregg _____

Councilwoman Elizabeth Jolin _____

Councilman Henry Rosenthal _____

PASSED AND ADOPTED THIS ____ DAY OF _____, 2024.

JOSEPH B. PINDER III, MAYOR

ATTEST:

MARNE MCGRATH, VILLAGE CLERK

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

JOHN J. QUICK, VILLAGE ATTORNEY

PROJECT AGREEMENT

Between

ISLAMORADA, VILLAGE OF ISLANDS

And

TIM MATTHEWS TREE AND LANDSCAPING INC

For

Work Authorization No. 5

Professional Landscaping Services

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

WHEREAS, the VILLAGE and CONSULTANT have entered into a continuing services agreement dated June 26, 2023, pursuant to RFQ #23-03, (the "Continuing Contract") and CONSULTANT has been approved to provide the services contemplated herein; and

WHEREAS, the VILLAGE and CONSULTANT desire to enter into this Work Authorization for the CONSULTANT to provide landscaping services to plant native trees and shrubs within the right-of-way on Windley Key as more further described in Exhibit "B" attached hereto (the "Project"), in accordance with the terms and conditions of this Work Authorization.

The VILLAGE and CONSULTANT agree as follows:

SECTION 1. SCOPE OF SERVICES

1.1 The CONSULTANT shall provide Professional Landscaping services to the VILLAGE for the Project as described in the "Project Description" attached as Exhibit "B" to complete the Windley Key Right-Of-Way Planting and Restoration Project.

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

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

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

SECTION 2. DELIVERABLES

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

- *Planting of 850 native trees and shrubs*
- *Topsoil & Mulch*
- *Watering Services*

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

SECTION 3. TERM/TIME OF PERFORMANCE/DAMAGES

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

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

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

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

SECTION 4. AMOUNT, BASIS AND METHOD OF COMPENSATION

4.1 Lump Sum Compensation. VILLAGE agrees to pay CONSULTANT an amount not to exceed Eighty-nine Thousand Four Hundred and Ten Dollars **(\$89,410.00)** as compensation for performance of all services related to the Project. It is understood that the method of

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

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

SECTION 5. BILLING AND PAYMENTS TO THE CONSULTANT

5.1 Invoices.

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

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

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

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

VILLAGE evidencing payment to any and all subcontractors, and all final specifications, plans or other documents as dictated in the Scope of Services and Deliverables. Acceptance of final payment shall constitute a waiver of all claims against the VILLAGE by the CONSULTANT.

SECTION 6. TERMINATION/SUSPENSION

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

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

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

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

SECTION 7. PERSONNEL ASSIGNED TO PROJECT

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

<u>NAME</u>	<u>FUNCTION</u>
Tim Matthews	Owner

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

SECTION 8. INCORPORATION OF CONTINUING CONTRACT

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

SECTION 9. SEVERABILITY

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

SECTION 10. MISCELLANEOUS

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

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

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

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

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

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

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

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

10.5 Noncoercive Conduct for Labor or Services. In accordance with Section 787.06, Florida Statutes, the CONTRACTOR has attested to the affidavit incorporated herein that CONTRACTOR does not use coercion for labor or services.

[Remainder of this page intentionally left blank]

Affidavit Attesting to Noncoercive Conduct for Labor or Services

Nongovernment Entity name: _____ ("**Vendor**")

Vendor FEIN: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone number: _____ Email Address: _____

As a nongovernmental entity executing, renewing, or extending a contract with a government entity, **Vendor** is required to provide an affidavit under penalty of perjury attesting that **Vendor** does not use coercion for labor or services in accordance with Section 787.06, Florida Statutes.

As defined in Section 787.06(2)(a), coercion means:

1. Using or threatening to use physical force against any person;
2. Restraining, isolating, or confining or threatening to restrain, isolate, or confine any person without lawful authority and against her or his will;
3. Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or service are not respectively limited and defined;
4. Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
5. Causing or threatening to cause financial harm to any person;
6. Enticing or luring any person by fraud or deceit; or
7. Providing a controlled substance as outlined in Schedule I or Schedule II of Section 893.03 to any person for the purpose of exploitation of that person.

As a person authorized to sign on behalf of **Vendor**, I certify that **Vendor** does not use coercion for labor or services in accordance with Section 787.06.

Written Declaration

Under penalties of perjury, I declare that I have read the foregoing Affidavit and that the facts stated in it are true.

By: _____

Authorized Signature

Print Name and Title: _____

Date: _____

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

VILLAGE

ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA

By: _____
Robert Cole, Village Manager

The ____ day of _____, 20__.

AUTHENTICATION:

Marne McGrath, Village Clerk

(SEAL)

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

John J. Quick, Village Attorney

CONSULTANT

TIM MATTHEWS TREE AND LANDSCAPING INC.

By:_____

Print Name:_____

Title:_____

The ____ day of _____, 20__.

AUTHENTICATE:

Secretary

Print Name

WITNESSES:

Print Name:_____

Print Name:_____

Tim Matthews Tree & Landscaping,
Inc.
160 Florida Ave
Tavernier, FL 33070

Exhibit B

Estimate

Date	Estimate #
7/13/2024	25977

Name / Address
Islamorada Village of Islands 86800 Overseas Hwy Islamorada, FL 33036

Terms			
Due in draws			
Description	Qty	Cost	Total
Estimate For Windley Key ROW Planting. Estimate Includes: Prep Areas For Planting, Remove Existing Turf Grass And Level Soil. Install Plantings, Backfill Planting Holes With Soil/Sand Mix And Remove Excess Dirt And Install Mulch On Plantings. Estimate Includes (20) Watering Services 3-4 Times Per Week. Total Plantings: 750 Green Buttonwood 7 Gallon Bush. 25 Locust Berry 7 Gallon. 25 Horizontal Cocoplum 7 Gallon 25 Jamaican Caper 7 Gallon 10 Bay Cedar 7 Gallon 5 Mastie 7 Gallon 5 Shortleaf Fig 7 Gallon 5 Black Mangrove 7 Gallon		89,410.00	89,410.00
THANK YOU FOR YOUR BUSINESS!		Total	\$89,410.00

*** Please note that we are not responsible for any underground utility damage if not properly marked or made aware of.***

Signature _____

Phone #	Fax #	E-mail
305-853-7044	305-916-5476	timmatthewstree@gmail.com



Council Communication

To: Mayor and Village Council
From: Peter Frezza, Environmental Resources Manager
Date: August 7, 2024
SUBJECT: **Resolution Approving Work Authorization No. 16 with WSP USA Environment & Infrastructure, Inc. for Continued Lower Matecumbe Canals Restoration Culvert Project Permitting TAB 7**

Background:

Using results from the Canal Restoration Demonstration Program along with water quality data from the Canal Management Master Plan and the Village's updated canal water quality ranking evaluation, the Village is moving forward with evaluating and implementing culvert connections at strategic locations on Lower Matecumbe Key for Canals 150, 151, 152, and 155. The purpose of the culvert connections is to stimulate canal water exchange with cleaner near shore waters to increase oxygenation by improving circulation and exchange. The project will also include the evaluation of adding a culvert connection under US1 from Canal 155 to 157 to provide increased flushing within the canal systems. Village staff have preliminarily reviewed the locations and determined that all roads needed to be crossed are Village-owned and therefore operation and maintenance will be accessible from the right-of-way for the culverts. The Village is about three quarters of the way through the tedious permitting process. Contractor procurement for construction will be the next step following permitting.

Analysis:

Effective August 14, 2020, the Village and WSP USA Environment & Infrastructure, Inc. ("WSP"), entered into a Non-Exclusive Continuing Services Agreement ("CSA") for professional architectural and engineering support services. The culvert project is being accomplished through a phased approach. Feasibility evaluation, community outreach, design, and most of the permitting has been completed for this project. Completion of this next phase of the project includes continued and finalization of permitting and procurement of a construction contractor. Completion of this next phase would result in a shovel ready project. The time frame for completion of this phase, as indicated within the project schedule in Exhibit 1, is estimated by WSP to be eight months. Construction is expected to begin in FY 2025-26.

Exhibit "A" to the attached Resolution is proposed Work Authorization No. 16 between the Village and WSP for Engineering, Environmental Permitting and Support Services for the Lower Matecumbe canal culvert project at a cost not to exceed \$14,974.00. Work Authorization No. 16 would become effective upon full execution and run through December 31, 2026. Under this agreement, outlined in the Scope of Services within Exhibit "1", WSP will continue to work with the USACE and FDOT on addressing RAI comments for the projects and receipt of permits. WSP will also assist the Village, which will be procuring the construction of the restoration, with the necessary procurement documents and meetings.

Budget Impact:

Expenditures for this project have been accounted for in the Repair & Maintenance account of the Public Works Department in the General Fund. The total Public Works Repair and Maintenance budget for FY 23-24 is \$370,000.00. The Village has also proposed including \$15,000.00 for this canal restoration project in the FY 2024-2025 budget within this account. Construction costs are not expected until FY 2025-26.

Staff Impact:

The Village's Environmental Resources Manager would manage the agreement with WSP and along with Public Works staff would continue to assist WSP with any environmental or engineering questions or issues that arise. The Village's Finance department would track the expenditures.

Recommendation:

Staff recommends that the Village Council pass and adopt the proposed resolution, thereby authorizing Work Authorization No. 16 with WSP.

- Attachments:**
1. Resolution_WA#16_WSP-Lower Mat Culverts_080724
 2. Exhibit A_WA#16_WSP-Culverts_permitting_080724
 3. Exhibit 1_WSP Proposal_Islamorada Village of Islands - Lower Matecumbe Canals - 2024-07-01

RESOLUTION NO. 24-

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING WORK AUTHORIZATION NO. 16 WITH WSP USA ENVIRONMENT & INFRASTRUCTURE, INC. FOR LOWER MATECUMBE CANALS RESTORATION CULVERT PROJECT CONTINUED PERMITTING PHASE AND CONTRACTOR PROCUREMENT; AUTHORIZING VILLAGE OFFICIALS TO IMPLEMENT THE TERMS AND CONDITIONS OF THE PROJECT AGREEMENT; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE WORK AUTHORIZATION NO 16; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, Islamorada, Village of Islands (the "Village"), has initiated a canal restoration project on Lower Matecumbe Key involving the implementation of culvert connections at strategic locations to improve canal and nearshore water quality; and

WHEREAS, this project is part of the Village's ongoing effort to make water quality improvements within canals and nearshore waters as outlined in the Village's Canal Management Master Plan; and

WHEREAS, the Village is in need of an independent contractor to provide the necessary engineering and environmental services to complete the permitting and mitigation requirements needed to move the project to the construction phase; and

WHEREAS, the Village has a current Continuing Services Agreement ("CSA") with WSP USA Environment & Infrastructure, Inc. ("WSP") for professional engineering and architectural support services; and

WHEREAS, WSP has supported the Village's efforts thus far through all phases of this project and has proposed to complete the permitting and assist with contractor procurement with this next phase, as set forth in Exhibit "1" attached hereto; and

WHEREAS, WSP is willing to perform these services as outlined in the Scope of Services within Exhibit "1" in an amount not to exceed Fourteen Thousand Nine Hundred Seventy-four Dollars (\$14,974.00); and

WHEREAS, the Village Council of Islamorada, Village of Islands (the "Village Council"), has determined that approval of the Work Authorization No. 16 with WSP is in the best interest of the Village and its residents.

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

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

Section 2. Approval of Work Authorization. The Village Council hereby approves Work Authorization No. 16 with WSP, attached as Exhibit 'A' for completion of the Services.

Section 3. Authorization of Village Officials. The Village Manager and/or designee and the Village Attorney are authorized to take all actions necessary to implement the terms and conditions of Work Authorization No. 16.

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

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

Motion to adopt by _____, seconded by _____.

FINAL VOTE AT ADOPTION

VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS

Mayor Joseph B. Pinder III _____

Vice Mayor Sharon Mahoney _____

Councilman Mark Gregg _____

Councilwoman Elizabeth Jolin _____

Councilman Henry Rosenthal _____

PASSED AND ADOPTED THIS ____ DAY OF _____, 2024.

JOSEPH B. PINDER III, MAYOR

ATTEST:

MARNE MCGRATH, VILLAGE CLERK

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

JOHN J. QUICK, VILLAGE ATTORNEY

PROJECT AGREEMENT

Between

ISLAMORADA, VILLAGE OF ISLANDS

And

WSP USA ENVIRONMENT & INFRASTRUCTURE, INC.

For

Work Authorization No. 16

Engineering, Environmental, and Support Services

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

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

WHEREAS, the VILLAGE and CONSULTANT desire to enter into this Work Authorization for the CONSULTANT to provide support services to complete local, state, and federal permitting processes and assist with contractor procurement for the Lower Matecumbe Canals Culvert Project, as more further described in Exhibit "1" attached hereto (the "Project"), in accordance with the terms and conditions of this Work Authorization.

The VILLAGE and CONSULTANT agree as follows:

SECTION 1. SCOPE OF SERVICES

1.1 The CONSULTANT shall provide engineering services to the VILLAGE for the Project as described in the "Project Description" attached as Exhibit "1" to complete the Permitting and Contractor Procurement Phase of the Lower Matecumbe Canals Culvert Restoration Project.

1.2 The "Scope of Services" and tasks to be provided by the CONSULTANT for this Project are those services and tasks as listed in Exhibit "1."

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

SECTION 2. DELIVERABLES

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

- *Continuation of work with the USACE and FDOT on addressing RAI comments for the projects and receipt of permits;*
- *Prepare a Request for Proposal Package for Village review which will include the 100% Construction documents completed by WSP;*
- *Respond to applicable Proposers' Requests for Information (RFI's) and assist in the preparation of the Addenda, including revising the Request for Proposal Documents, as required;*
- *Attend a Pre-Proposal Conference and site walk-through and prepare meeting minutes;*
- *Conduct a Responsibility Review of the Apparent Low Bidder in accordance with requirements;*
- *Attend a Pre-Award Conference, to discuss the Proposer's qualifications and understanding of the Project, if required;*
- *Coordination of appropriate mitigation if required.*

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

SECTION 3. TERM/TIME OF PERFORMANCE/DAMAGES

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

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

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

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

SECTION 4. AMOUNT, BASIS AND METHOD OF COMPENSATION

4.1 Lump Sum Compensation. VILLAGE agrees to pay CONSULTANT an amount not to exceed Fourteen Thousand Nine Hundred Seventy-four Dollars **(\$14,974.00)** as compensation for performance of all services related to the Project. It is understood that the method of compensation is that of lump sum which means that CONSULTANT shall perform all services set forth for total compensation in the amount stated above. Said lump sum includes but is not limited to, compensation for all fees, expenses, and out-of-pocket costs of the CONSULTANT.

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

SECTION 5. BILLING AND PAYMENTS TO THE CONSULTANT

5.1 Invoices.

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

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

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

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

SECTION 6. TERMINATION/SUSPENSION

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

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

6.3 Assignment Upon Termination. Upon termination of this Project Agreement, the work product of the CONSULTANT shall become the property of the VILLAGE and the CONSULTANT shall, within ten (10) working days of receipt of written direction from the VILLAGE, transfer to either the VILLAGE or its authorized designee, all work product in its possession, including but not limited to, designs, specifications, drawings, studies, reports and all other

documents and digital data in the possession of the CONSULTANT pertaining to this Project Agreement. Upon the VILLAGE'S request, the CONSULTANT shall additionally assign its rights, title and interest under any subcontractor's agreements to the VILLAGE.

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

SECTION 7. PERSONNEL ASSIGNED TO PROJECT

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

<u>NAME</u>	<u>FUNCTION</u>
<u>Greg Corning, P.E.</u>	<u>Sr. Project Manager</u>
<u>Stephen Hanks, P.E.</u>	<u>Senior Engineer</u>
<u>Josh Ptomey, Beau Daigneault</u>	<u>Field Coordination</u>
<u>Dustin Atwater</u>	<u>GIS Professional</u>
<u>Soraya Gomez, Maggie Kanakis</u>	<u>Administration</u>
<u> </u>	<u> </u>

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

SECTION 8. INCORPORATION OF CONTINUING CONTRACT

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

SECTION 9. SEVERABILITY

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

SECTION 10. MISCELLANEOUS

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

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

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

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

its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

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

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

10.5 Noncoercive Conduct for Labor or Services. In accordance with Section 787.06, Florida Statutes, the CONTRACTOR has attested to the affidavit incorporated herein that CONTRACTOR does not use coercion for labor or services.

[Remainder of this page intentionally left blank]

Affidavit Attesting to Noncoercive Conduct for Labor or Services

Nongovernment Entity name: _____ ("**Vendor**")

Vendor FEIN: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone number: _____ Email Address: _____

As a nongovernmental entity executing, renewing, or extending a contract with a government entity, **Vendor** is required to provide an affidavit under penalty of perjury attesting that **Vendor** does not use coercion for labor or services in accordance with Section 787.06, Florida Statutes.

As defined in Section 787.06(2)(a), coercion means:

1. Using or threatening to use physical force against any person;
2. Restraining, isolating, or confining or threatening to restrain, isolate, or confine any person without lawful authority and against her or his will;
3. Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or service are not respectively limited and defined;
4. Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
5. Causing or threatening to cause financial harm to any person;
6. Enticing or luring any person by fraud or deceit; or
7. Providing a controlled substance as outlined in Schedule I or Schedule II of Section 893.03 to any person for the purpose of exploitation of that person.

As a person authorized to sign on behalf of **Vendor**, I certify that **Vendor** does not use coercion for labor or services in accordance with Section 787.06.

Written Declaration

Under penalties of perjury, I declare that I have read the foregoing Affidavit and that the facts stated in it are true.

By: _____
Authorized Signature

Print Name and Title: _____

Date: _____

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 CONSULTANT, by and through its President, duly authorized officer to execute same.

VILLAGE

ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA

By: _____
Robert Cole, Village Manager

The ____ day of _____, 20__.

AUTHENTICATION:

Marne McGrath, Village Clerk

(SEAL)

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

John J. Quick, Village Attorney

CONSULTANT

WSP USA ENVIRONMENT & INFRASTRUCTURE,
INC.

By:_____

Print Name:_____

Title:_____

The ____ day of _____, 20__.

AUTHENTICATE:

Secretary

Print Name

WITNESSES:

Print Name:_____

Print Name:_____



16250 NW 59th Ave., Suite 206
Miami Lakes, Florida 33014

wsp.com

July 1, 2024

Mr. Peter Frezza
Environmental Resources Manager
Islamorada, Village of Islands
86800 Overseas Highway
Islamorada, FL 33036

Via email: peter.frezza@islamorada.fl.us

Re: Proposal for Continued Professional Engineering Services
Lower Matecumbe Canals 150, 151, 152, and 155 Restoration Culvert Projects
WSP Opportunity No. 2024US290649

Dear Mr. Frezza:

WSP USA Environment & Infrastructure, Inc. (WSP) is pleased to provide this proposal for continued professional services related to the Lower Matecumbe Canal Restoration Culvert Projects. This proposal is based upon discussions with Village staff in continuing to meet the deliverables outlined in the Canal Work Program Chapter 28-19 Land Planning Regulations for The Florida Keys Area of Critical State Concern, Islamorada, Village of Islands.

BACKGROUND AND NEED SECTION

WSP has been working with the Village on community outreach, data collection, design, and permitting for the Lower Matecumbe Canal Restoration Culvert Projects under WA#2. Based on RAI comments from the USACE and FDOT during the permitting process, it has caused the need for a redesign of some of the components for the project and additional data collection efforts for the ecological review and resource impact analysis.

The following services are following the Continuing Services Agreement dated September 2018 and amended March 2019 for Professional Engineering Services, Canal Restoration Projects, and Environmental Permitting and Support Services.

Scope of Services

Task 1 : Continued Permitting

WSP will continue to work with the USACE and FDOT on addressing RAI comments for the projects and receipt of permits.

Task 2 : Support in Procurement of a Construction Contractor

Upon completion of the Construction Documents, Wood will assist the Village, which will be procuring the construction of the restoration, with the necessary procurement documents and meetings. Wood

will provide the following services to assist Village with the procurement of a contractor for the construction of the restoration:

- Prepare a Request for Proposal Package for Village review which will include the 100% Construction documents completed by WSP.
- Respond to applicable Proposers' Requests for Information (RFI's) and assist in the preparation of the Addenda, including revising the Request for Proposal Documents, as required.
- Attend a Pre-Proposal Conference and site walk-through and prepare meeting minutes. Conduct a Responsibility Review of the Apparent Low Bidder in accordance with requirements.
- Attend a Pre-Award Conference, to discuss the Proposer's qualifications and understanding of the Project, if required.

Schedule

We will begin work on this project after receiving the written contract authorization and background data required for us to perform the work. We have prepared a Preliminary Schedule outlining the major tasks of the proposed work.

The anticipated time frame for project execution is nine months with each task to be completed within the number of months indicated below from the written Notice-to-Proceed (NTP):

SERVICES	MONTHS
Continued Permitting	Three (3) Months
Support in Procurement of a Construction Contractor	Five (5) Months

Proposed Fee

Fees for the services described above will be charged on a Lump Sum Not to Exceed basis. The proposed fee includes the labor and expenses that can reasonably be anticipated to complete the scope of services as proposed and includes travel costs and expendable supplies. The total proposed fee is **\$14,974.00**.

TASK	SERVICES	PROPOSED FEE
Task 1	Continued Permitting	\$8,789.00
Task 2	Support in Procurement of a Construction Contractor	\$6,185.00
Total		\$14,974.00

This proposal is good for 60 days or contract end date whichever is sooner. The terms and conditions of the Non-Exclusive Continuing Services Agreement between Islamorada, Village of Islands, and Wood Environment & Infrastructure Solutions, Inc. (WSP), dated September 14, 2018, are incorporated by reference.

Closing

We appreciate this opportunity to offer our professional services to you and the Village on this project. We look forward to working with you and are committed to providing the services you require for the

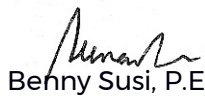
successful completion of this important project within the time frame required. If you have any questions or comments regarding this proposal, please let us know.

Sincerely,

WSP USA Environment & Infrastructure, Inc.



Greg Corning
Assistant Vice President, Civil Engineer
FL Civil Design Team Lead
1 (314) 920-8359
Greg.Corning@wsp.com



Benny Susi, P.E.
Senior Vice President, Practice Leader
WSP E&E, FL District
1 (352) 336-5600
Benny.Susi@wsp.com

GC/sg



Council Communication

To: Mayor and Village Council
From: Peter Frezza, Environmental Resources Manager
Date: August 7, 2024
SUBJECT: **Resolution Approving an Agreement with Adventure Environmental, Inc. for Canal 147 Backfill Restoration Project TAB 8**

Background:

Using results from the Canal Management Master Plan and the Village's updated canal water quality ranking evaluation, the Village proposes moving forward with an organic removal, backfill, and air curtain restoration project at Canal #147. Based on data collected during canal restoration monitoring, the following conclusions were drawn about the backfilling technology: This technique resulted in an immediate change in the canal's water quality by significantly improving the water column's dissolved oxygen content. Studies concluded that water quality in deep residential canals cannot be improved without reducing canal depth.

This project would continue the Village's commitment to canal restoration project(s) for water quality improvement within canals and near shore waters. It also would meet requirements included within the Department of Economic Opportunity's amended Chapter 28-19 Land Planning Regulations for the Florida Keys Area of Critical State Concern, which includes a rule for implementation of a Canal Restoration Work Program. Canal restoration is an important and vital step in the Village's continued dedication to improve the overall quality of the nearshore waters and will have a beneficial impact on the property values along the canal. The results of the project will not only provide a healthy environment for canal residents but will also result in a more hospitable environment for sensitive aquatic organisms to propagate. Canal 147 is located on the Atlantic side of Lower Matecumbe Key and runs parallel between Atlantic and Leserra Lanes.

Analysis:

On May 30, 2024, the Village issued Request for Proposals (RFP) 24-11 to solicit proposals from qualified firms to furnish all necessary supervision, labor, tools, parts, and equipment required to complete the Canal 147 backfill restoration project. RFP 24-11 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 May 30, 2024, through the submittal deadline of July 2, 2024, and notices were posted on the Village's Facebook page and in a local newspaper.

The Village received a total of one (1) proposal in response to RFP 24-11. The one proposal received was submitted by Adventure Environmental Inc. ("AEI") in the amount of One Million Eight Hundred Sixty-six Thousand and no/100 Dollars (\$1,866,000). To evaluate the proposal, an Evaluation Committee (the "Committee") was established. The proposal was reviewed by the Evaluation Committee in a publicly noticed meeting on July 9, 2024.

Adoption of the proposed Resolution would authorize the Village Manager and Village Attorney to enter into an agreement with AEI for the requested services in substantially the form of Agreement provided as an Exhibit "1" to the proposed resolution at a not to exceed cost of \$1,866,000 and authorizes the Village Manager to expend budgeted funds. The proposal from AEI which includes their bid tabulation is provided as Exhibit "A" to the Agreement.

Budget Impact:

The proposed Fiscal Year 2024-2025 Capital Project Fund Budget includes \$2,485,137.62 for the Canal #147 backfilling project. The Village has accepted a grant award from the Florida Department of Environmental Protection in the amount of \$2,485,137.62 through the Florida Keys Stewardship Act to fund this project. This grant also covers design, permitting, and monitoring expenses for the project, and AEI's proposed construction costs will come out of this grant.

Staff Impact:

The Village Attorney would move forward with finalizing the Agreement for services. Village staff, including the Environmental Resources Manager, would communicate with AEI to coordinate timing of the services and inspect the work during the project. The Village Finance Department and Environmental Resources Manager would track expenditures.

Recommendation:

It is recommended that the Village Council adopt the attached Resolution, thereby authorizing the Village Manager and Village Attorney to enter into an Agreement with AEI for the Canal 147 restoration services and authorizing the Village Manager to expend budgeted funds.

- Attachments:**
1. Resolution_RFP 24-11_AEI_Canal 147 Restoration_080724
 2. Exhibit A_Proposal-AEI-Canal 147 Backfill
 3. Exhibit 1_Form of Professional Svcs Agrmt - Canal 147

RESOLUTION NO. 24-

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING THE RECOMMENDATION OF THE RFP 24-11 EVALUATION COMMITTEE FOR SELECTION OF A CONTRACTOR FOR THE CANAL 147 BACKFILL RESTORATION 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 AN EFFECTIVE DATE

WHEREAS, Islamorada, Village of Islands (the "Village"), has committed to canal restoration efforts with the goal of improving water quality conditions within canals and nearshore waters as outlined in the Village's Canal Management Master Plan; and

WHEREAS, through monitoring efforts, backfilling has been identified as the most effective canal restoration technology; and

WHEREAS, the Village has completed the feasibility evaluation, data collection, design, and permitting for the organic removal and backfilling of Canal 147 on Lower Matecumbe Key; and

WHEREAS, on May 30, 2024, the Village issued Request for Proposals (RFP) 24-11 to solicit proposals from qualified firms to furnish all necessary supervision, labor, tools, parts, and equipment required to complete the Canal 147 restoration project (the "Project") utilizing the engineered construction plans provided by the Village; and

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

WHEREAS, one proposal, from Adventure Environmental, Inc., was received in response to RFP 24-11; and

WHEREAS, the Committee reviewed the proposal, and recommends entering into an agreement with Adventure Environmental Inc. for construction of the project for an amount not to exceed One Million Eight Hundred Sixty-six Thousand Dollars (\$1,866,000); and

WHEREAS, the Village Council finds that approval of the Agreement with Adventure Environmental 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 Adventure Environmental to complete the Project at Canal 147.

Section 3. **Authorization of Village Officials.** The Village Manager or designee and the Village Attorney are authorized to negotiate an agreement with Adventure Environmental Inc. substantially in the form attached hereto as Exhibit "1", for an amount not to exceed One Million Eight Hundred Sixty-Six Thousand Dollars (\$1,866,000.00) to construct the Project.

Section 4. **Execution of Agreement.** The Village Manager is authorized to execute the Agreement with Adventure Environmental Inc. on behalf of the Village, to execute any other 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



**ADVENTURE
ENVIRONMENTAL INC.**
Land and Sea Engineering Contractors

160 Georgia Ave.
Tavernier, FL 33070
305-321-5669 cell
adventure@4aei.com
www.4AEI.com

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

*CANAL 147 ORGANIC REMOVAL, BACKFILL, AND AIR CURTAIN PROJECT
(RFP 24-11)*

COVER PAGE



Village of Islamorada Canal #116 In-Progress Photo

Proposer:

Adventure Environmental, Inc.
160 Georgia Ave.
Tavernier, FL 33070
(305) 321-5669 cell
(305) 252-5962 fax
www.4AEI.com

Key Contact/Project Manager: Gregory Tolpin, (305)321-5669 Greg@4AEI.com
State of Florida Certified General Contractor: CGC 1506411 expires 08/31/2022



**ADVENTURE
ENVIRONMENTAL INC.**
Land and Sea Engineering Contractors

160 Georgia Ave.
Tavernier, FL 33070
305-321-5669 cell
www.4AEI.com

SECTION 1. COVER LETTER

Adventure Environmental, Inc., AEI, is pleased to provide Islamorada, Village of Islands (the Village), Village Clerk, with this proposal for Canal 147 Organic Removal, Backfill, and Air Curtain Project (RFP 24-11). AEI is your local upper keys Marine Environmental contracting firm.

AEI was founded in July of 1997 by the same management team that stands today in Tavernier, FL with the specific purpose of positively influencing the marine waters of the Florida Keys. For over twenty-five years AEI has been hired and successfully completed hundreds of marine environmental and water quality restoration projects in Monroe County for many local state and federal clients including the Village of Islamorada, Monroe County, Dept. of Interior NPS, State of FL DEP, NOAA/FKNMS, Dept. of Defense and SFWMD, without any safety or environmental violations.

AEI's extensive project experience is in coastal related services in the marine environment including backfilling, organic muck removal, processing and disposal and advanced turbidity controls. In 2023, AEI was selected by competitive solicitation, and successfully completed Canal 116 Backfill Restoration Project for the Islamorada, Village of Islands. AEI has also been awarded and completed (7) Monroe County Water Quality Improvement Projects, Canals 29, 75, 83, 84, 25, 28 and Canal 90. These seven (7) projects alone total over 3,500 CY of organic muck removal, processing/disposal and 170,000 CY of backfilling via barge. AEI also completed more than 15,000 CY of sand and muck removal along with more than 16,000 CY of debris removal out of hundreds of canals from Key West to the Monroe/Dade County line, including Village canals, under a program funded by the NRCS and managed by Monroe County for Post-Irma marine debris and sediment removal.

AEI owns our fleet of barges, watercraft, heavy equipment, and trucks all staged out of our owned commercial waterfront facility located in Tavernier, which will be fully available for this project for storing/staging materials and equipment.

AEI is a State of Florida Sub-Chapter S Corporation with a Federal Employer Identification Number of 65-0768539 established July of 1997. AEI does submit this proposal as Prime Contractor with no teams or subcontractors.

AEI holds the following Licenses & Certifications:

- | | |
|--|-----------------|
| • State of FL Certified General Contractor: | CGC 1506411 |
| • State of FL Certified Underground Utility & Excavation Contractor: | CUC 1223905 |
| • State of FL DEP Qualified Mangrove Trimmer: | QMT-031/QMT-032 |
| • OSHA 30/40 Construction and Hazardous Safety Cert: | AEI-2 |

This proposal for RFP 24-11 remains in effect for one hundred eighty (180) days.

Thank you,

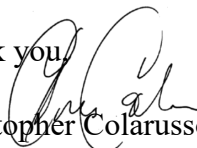

Christopher Colarusso, President

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SECTION 2. COMPANY OVERVIEW

AEI has an over 25 year resume of working successfully in the Florida Keys, Monroe County for coastal services in the Marine Environment and does commit to work with the Village of Islamorada to do what needs to be done to successfully complete this project. Communication and flexibility will be key highlights of our contractual relationship on this project.

Adventure Environmental, Inc. is a Local Business. Local Operations will run out of our waterfront commercial yard located at 160 Georgia Ave. Tavernier, FL 33070 and local cell for Greg is 305-321-5669.

AEI owns a fleet of barges, heavy equipment, and trucks all staged at our owned commercial waterfront facility located 10 minutes from this project enabling us to provide additional equipment immediately, and also to stage materials and supplies locally so we are not time dependent on deliveries. This yard will also function as an emergency demobilization location in case of tropical storms. AEI will commit multiple barges to this project allowing for a placement barge that will stay on scene at the work site receiving or loading materials onto transportation barges which will speed up construction.

AEI stays on the cutting edge of technology and will utilize the most beneficial equipment and methodology to complete this project.

AEI management and key staff reside in and around Key Largo; therefore, out of town housing and the use of local sub-contractors will not be required. AEI has worked in and around Canal 147 on multiple occasions. Our local knowledge will allow us to complete this project without negative environmental impacts on the surrounding benthic resources.

Our Project Team has successfully completed numerous projects in Monroe County together for over twenty-five (25) years. All operations for the project will run out of our local waterfront commercial yard in Tavernier, FL. Our Project Team is listed below along with primary contact information Project Management.

Management Staff:

- Chief Superintendent: Christopher Colarusso (305) 321-7990
- Project Manager: Gregory Tolpin (305) 321-5669 (Primary Point of Contact)

Project Team/Key Staff:

- Project Supervisor: Marc Colarusso
- Equipment Operators: Paul Lawry, Carols Rojas and Chris Galera
- Environmental Technicians: Anthony Colarusso, Tyler Hickory, Conner Colarusso

Adventure Environmental, Inc. is State of FL Corporation and is not owned by any other company or affiliate and does not own any other company

See Section 10 for the following attachments:

- Certificate of Status from State of FL Secretary of State
- Local Business Tax receipt from Monroe County
- State of FL CGC and CUC Licensing: CGC1506411 and CUC 1223905
- State of FL DEP Qualified Mangrove Trimmer: QMT-031/QMT-032

SECTION 3. PROJECT MANAGEMENT EXPERIENCE/PROJECT EXAMPLES

A.) Qualifications and Experience

Adventure Environmental, Inc. has been working in Florida Keys waterways, including Islamorada, Monroe County for over twenty-five years and has extensive experience conducting muck removal, backfilling, air curtain installation, and other restoration projects in and around environmentally sensitive areas.

AEI holds many licenses and certifications including State of Florida CGC and CUC licenses (CGC1506411 and CUC1223905) and State of Florida Professional Mangrove Trimmer status (MTQ 031/032). AEI has continued to upgrade equipment, technology, and certifications to stay current and provide the safest and most efficient means to complete projects, while protecting the sensitive resources and habitat and the surrounding community's properties.

Services Offered

AEI's extensive experience in canal restoration backfilling, sediment/muck removal, air curtain installation, and other water quality improvement projects includes:

- Installing temporary sediment and erosion controls
- Delineating and constructing staging areas, including temporary fencing, seawall stabilization and site restoration back to original or better conditions prior to work.
- Following technical specifications for organic removal and backfilling according to contract plans
- Heavy equipment and barge operations
- Transportation and placement of aggregates and removal, transport and disposal of organic material
- Air curtain and seaweed control systems installation
- Completing bathymetric surveys to demonstrate completion of project according to plans
- Following Best Management Practices for T&E species protection and water quality control measures.
- Working closely with Project owners and engineers to ensure success of project, obtaining final approval and stabilizing work area to improved conditions prior to Project.



Canal #29 Turbidity Control

Key Personnel

Adventure Environmental, Inc's personnel have been working together for over 25 years, successfully completing together all projects in Monroe County (and other areas of South Florida) including Water Quality Restoration and Coastal Construction Projects safely and efficiently. Over the course of working together for 25+ years, AEI staff has developed procedures, protocols, and updated technology to successfully complete projects. Most of our staff, and all of our key personnel live in Key Largo. Our team all work out of our Tavernier, FL headquarters.

Key Personnel Background:

Management experience and resumes follow:

Christopher Colarusso, Chief Superintendent

Mr. Colarusso is the AEI Founder, President and Chief Superintendent, who will ensure that the correct and safe project approach is implemented. Mr. Colarusso has over 25 years of experience and has the overall responsibility and management on all projects undertaken by the firm since the inception of AEI, more than 500 government projects in the field of Coastal Construction and Marine Contracting, Canal Backfilling, Dredging/Muck/Sediment Removal, Heavy Equipment Operation, Environmental Restoration, Air Curtain and Seaweed Control System Installation, Marine Debris Removal, Derelict Vessel Removal, Site Restoration, Shoreline Stabilization, Wetlands Mitigation, Hazardous Material Handling & Response and General Contracting.

Mr. Colarusso has developed a long-standing respectful relationship with AEI's federal, state and local government clients, including the Village of Islamorada, due to his ability perform work with efficiency and safety that exceed AEI's clients' standards.

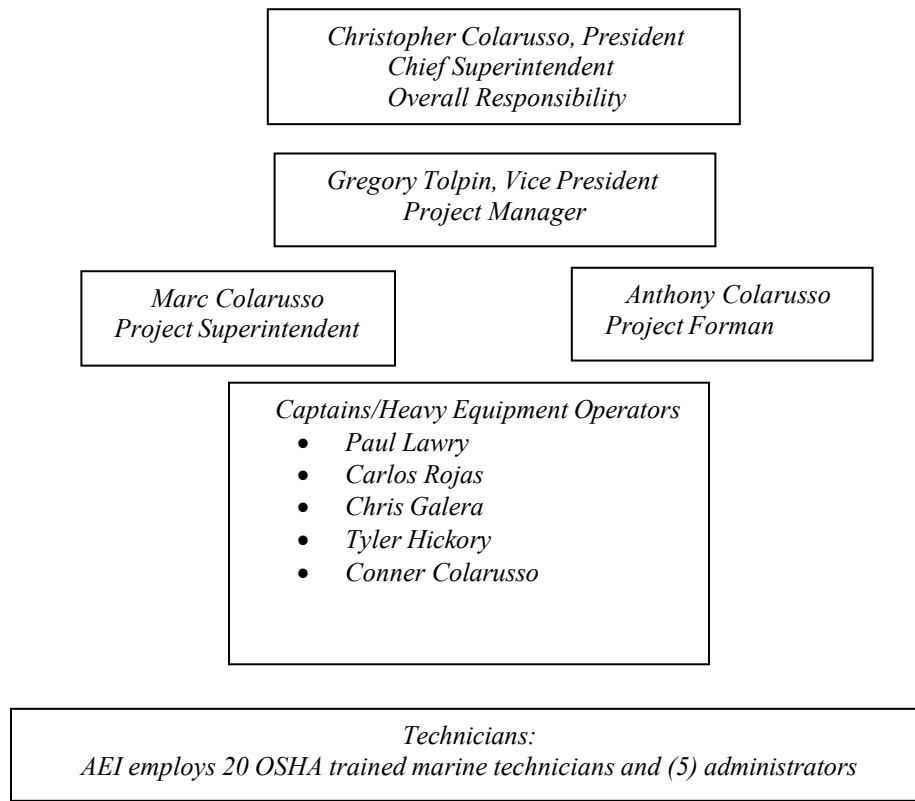
Gregory Tolpin, Contract Project Manager

Mr. Tolpin is the Vice President of Adventure Environmental, Inc and is the Contract and Project Manager over all projects. For over 25 years, Mr. Tolpin has worked in the marine construction industry and holds a State of Florida General Contractors License. He has successfully implemented and completed hundreds of projects that include, but not limited to: Coastal Construction, Dredging/Muck Sediment Removal, Canal Backfilling, Environmental Restoration, Air Curtain and Seaweed Control System Installation, Shoreline Stabilization, Wetlands Mitigation, Marine Contracting, Disaster Response, Hazardous Material Handling & Response, Heavy Equipment Operation and General Contracting. During this time all projects have been completed on time and within budget with zero safety or environmental incidents. Project values range from \$1,000 to \$30,000,000.

Mr. Tolpin has developed a long-standing respectful relationship with AEI's federal, state and local government clients, including the Village of Islamorada, due to his ability perform work with efficiency and safety that exceed AEI's clients' standards.

Below is AEI's Organizational Chart and brief description of key personnel, whom have worked together on all AEI waterway projects in the Florida Keys for over 25 years.

AEI Organizational Chart



Marc Colarusso, AEI Project Superintendent for 25 years is an experienced Superintendent who will ensure that the correct and safe project approach is implemented

Paul Lawry, Captain, Equipment Operator and Foreman has been with AEI since inception, over 25 years, and has worked on all South Florida coastal construction and water quality restoration projects.

Anthony Colarusso, AEI Project Superintendent for 25 years and is intimately familiar with Monroe County waterways and coastal zone, including operation of heavy equipment and barges.

Carlos Rojas, AEI Safety Officer for over 25 years in charge of implementing the AEI safety plan that includes Activity Hazard Analysis for each task and holding daily safety briefings

B) Similar Projects Completed

Adventure Environmental, Inc. has been working for, and in and around, the Village for over twenty-five years and has the experience and qualifications resume of successful completion of Coastal Services in the Florida Keys, Monroe County marine environment having completed hundreds of projects of similar scope and complexity with a history of zero (0) safety and/or environmental violations. AEI boasts an excellent relationship with the Village of Islamorada, and local, state and federal agencies.

Most recently AEI completed the Canal 116 Backfill Restoration Project for the Village of Islamorada and Canal 90 Water Quality Improvement Projects in Key Largo for Monroe County. AEI previously completed Backfilling Canals 29, 75, 25 and 28 and Backfilling and Muck Removal of Canals 83 and 84 Water Quality Improvement Projects for Monroe County. Air Curtain installation projects have been completed for Ocean Reef Club, Caribbean Resort, Mariners Club, Ocean Harbor Condo, Coral Harbor Condo and Marlin Bay Yacht Club.

Below are examples of similar projects AEI has successfully completed highlighting AEI's wide range of experience and qualification of similar scope to this project, as they are all coastal environmental marine projects requiring barges and heavy equipment to transport and place aggregates and materials into and removing organic material from the fragile waters of Monroe County, controlling and monitoring water quality in Florida Outstanding Waters and threatened and endangered species,

Project Name: *Islamorada, Village of Islands Canal 116 Backfill Restoration Project*

Owner: Islamorada, Village of Islands

Duration: NTP: 10/23 Completion: 12/2023

SOW: **Backfilling Canal with 10,000 CY of aggregates**

- Controlling and monitoring water quality and T&E species
- Work conducted via barges with heavy equipment
- Installation of floating turbidity controls
- Staging area set up and restoration
- Final surveys

Client Contact: Peter Frezza, Environmental Resource Manager
305-664-6427

peter.frezza@islamorada.fl.us



Photo: Canal 116 Turbidity Controls

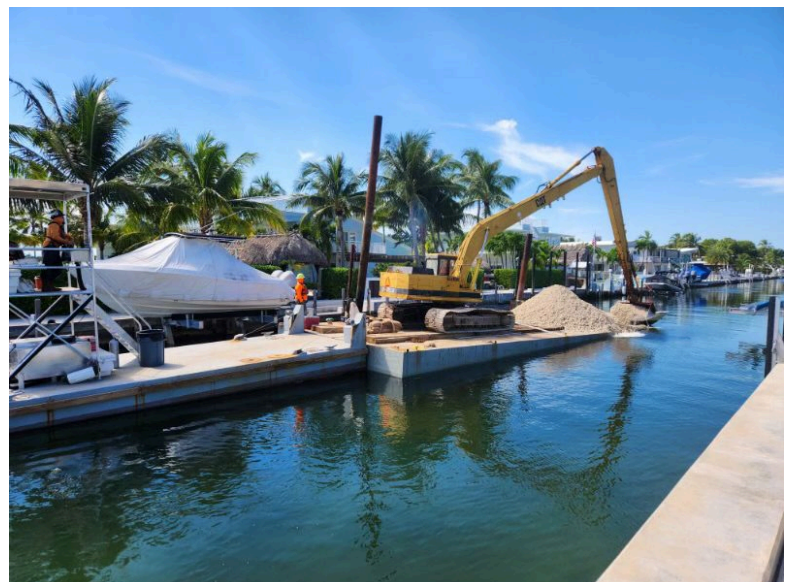


Photo: Canal 116 Backfilling Operations

Project Name: *Monroe County Water Quality Improvement Project Canal 90 Key Largo, FL*
Owner: Monroe County Board of County Commissioners
Duration: NTP: 03/24 Completion: 06/2024
SOW: **Backfilling Canal with 11,333 CY of aggregates**

- Controlling and monitoring water quality and T&E species
- Work conducted via barges with heavy equipment
- Installation of floating turbidity controls
- Staging area set up and restoration
- Final surveys

Client Contact: Rhonda Haag, Sustainability Director
305-395-9928
Haag-Rhonda@MonroeCounty-FL.Gov



Photo: Canal 90 Turbidity Controls



Photo: Canal 90 Backfill Operations

Project Name: *Monroe County Water Quality Improvement Project Canal 84 Key Largo, FL*
Owner: Monroe County Board of County Commissioners
Duration: NTP: 01/22 Completion: 05/22
SOW: **Hydraulic Dredging of 5,000 CY of organic muck and Backfilling canal with 6,000 CY of aggregates**

- Controlling and monitoring water quality and T&E species
- Work conducted via barges with heavy equipment
- Installation of floating turbidity controls
- Staging area set up and restoration
- Final surveys

Client Contact: Rhonda Haag, Sustainability Director
305-395-9928
Haag-Rhonda@MonroeCounty-FL.Gov

Project Name: *Monroe County Water Quality Improvement Project Canal 83 Organic Removal, Backfill and Air Curtain Installation Key Largo, FL*
Owner: Monroe County Board of County Commissioners
Date of Service: NTP: 03/17 Completion: 09/2017
SOW: **Organic removal 3,500 CY and Backfilling of 8,000 CY of aggregates**

- Work conducted via barges with heavy equipment
- Controlling and monitoring water quality and T&E species
- Installation of floating turbidity controls
- Staging area set up and restoration
- Final surveys

Client Contact: Rhonda Haag, Sustainability Director
305-395-9928
Haag-Rhonda@MonroeCounty-FL.Gov



Photo: Canal 83 Turbidity Controls



Photo: Canal 83 Organic Removal/Backfill Operations

Project Name: *Backfill Restoration Water Quality Improvement Projects Canal #25 and #28 Key Largo, Monroe County FL*

Owner: Monroe County Board of County Commissioners

Duration: NTP: 07/22 Completion: 02/2023

SOW: **Canal 25 and 28 were both awarded to AEI as two separate contracts and conducted simultaneously.**
Backfilling Canal 25 with 33,000 CY of aggregates
Backfilling Canal 28 with 60,000 CY of aggregates

- Controlling and monitoring water quality and T&E species
- Work conducted via barges with heavy equipment
- Installation of floating turbidity controls
- Staging area set up and restoration
- Final surveys

Client Contact: Rhonda Haag, Sustainability Director
305-395-9928
Haag-Rhonda@MonroeCounty-FL.Gov



Photo: Canal 28 Backfilling



Photo: Canal 25 Backfilling

Project Name: Monroe County Water Quality Improvement Project Canal 75 Key Largo, FL

Owner: Monroe County Board of County Commissioners

Duration: NTP: 02/18 Completion: 09/2018

SOW: **Backfilling Canal with 30,000 CY of aggregates** and air curtain demolition while controlling and monitoring water quality and T&E species. All work conducted via barges with heavy equipment.

Client Contact: Rhonda Haag, Sustainability Director
305-395-9928
Haag-Rhonda@MonroeCounty-FL.Gov

Listed below are three (3) projects Adventure Environmental, Inc. was awarded as prime contractor for Sediment Removal services for The Village and/or Monroe County.

Project Name: Canal 151 Hurricane Irma Sediment Removal Project
Owner: Islamorada, Village of Islands
Date of Service: 1/2020 – 3/2020
Scope of Work: Removal of **approximately 2,143 CY of accumulated sediment** to a maximum of -5 feet mean low water depth.

- Clearing upland staging site
- Removal of debris
- Turbidity curtain installation
- Mechanical dredging
- Usage of upland and barge-based excavators
- Removed sediment restored a private storm damaged property.
- T&E Species monitoring, control and compliance
- OFW water quality standards monitoring, control and compliance

Client Contact: Peter Frezza, Environmental Resources Manager
(305) 664-6427 office



Peter.Frezza@Islamorada.FL.US

Name of Project: Marine Debris and Sediment Removal as a Result of Hurricane Irma Phase V
Owner: NRCS/Monroe County/The Village of Islamorada
Date of Service: 1/2020 – 3/2020
Scope of Work: **Removal of approximately 700 CY of accumulated sediment from Canal 157, 1,395 CY of sediment from Canal 151. and 493 CY from Canal 148.**

- Usage barge mounted and land based heavy equipment
- Sediment transport and disposal of at the Marathon Golf Course
- Turbidity barrier installation
- Staging area set up and restoration
- T&E Species monitoring, control and compliance
- OFW water quality standards monitoring, control and compliance

Point of Contact: Greg Corning, P.E., Senior Engineer
(314) 920-8359 cell
Greg.Corning@WSP.com



Name of Project: Marine Debris and Sediment Removal as a Result of Hurricane Irma Phase I -IV
 Owner: NRCS/Monroe County/The Village/City of Marathon
 Oversight: Wood Environmental
 Date of Service: 08/2018 – 01/2020
 Value: \$29,036,771.88
 Scope of Work: **Removal of approximately 16,000 CY of assorted Hurricane Irma related debris from 247 canals including 26 canals in The Village. Removal of approximately 7,500 CY of sediment removal from 9 different canals were successfully completed, including (3) in The Village.**

- Utilized 12+ barges/watercraft, 80 personnel, 10 commercial (3) man dive teams and a fleet of heavy equipment, **simultaneously** over a 100-mile geographic area.
- Set up and management of (4) for debris sorting
- Lawful transport and disposal of debris
- Hazardous sediment transport and disposal at a Class 1 lined landfill
- T&E Species monitoring, control and compliance
- OFW water quality standards monitoring, control and compliance

Point of Contact: Rhonda Haag, Director of Sustainability
 (305) 453-8774 Office
 Haag-Rhonda@MonroeCounty-FL.Gov

AEI has also teamed with Florida Keys Aeration to successfully conduct Air Curtain installation for several clients in the Florida Keys, which include:

Owner: Ocean Harbor Condo

Location: Islamorada, FL

Scope of Work: Installation of (1) 7.5HP Mink Claw Compressor, (20) Diffusers, Self-Weighted Tubing

Owner: Coral Harbor Condo

Location: Islamorada, FL

Scope of Work: Installation of (2) 4HP Vertex Units, (36) Diffusers, Self-Weighted Tubing

Owner: Ocean Reef Club

Location: Key Largo, FL

Scope of Work: Installation of (2) 20HP, 240V, 3-Ph. Compressors, (90) Diffusers, Self-Weighted Tubing

Owner: Caribbean Resort

Location: Islamorada, FL

Scope of Work: Installation of (2) 4HP Vertex Units, (21) Diffusers, Self-Weighted Tubing

Owner: Marlin Bay Yacht Club

Location: Marathon, FL

Scope of Work: Installation of (2) 3HP Vertex units, (22) Diffusers, Self-Weighted Tubing

Owner: Mariner's Club

Location: Key Largo, FL

Scope of Work: Installation of (2) 4 HP Vertex Units, (30) Diffusers, Self-Weighted Tubing

Other Key Projects Successfully Completed:

- 1999: Organic Muck Removal/Dewatering: No Name Key Canal Dredging Project
- 1999-2002: Marine Debris Removal/Mangrove Trimming: Canal Restoration from Hurricane Georges & Tropical Storm Mitch
- 1999: Backfilling: Seagrass Restoration at Lignumvitae State Botanical Park
- 2000: Breakwater repair Port Largo in Key Largo
- 2003-2010: Backfilling: Seagrass Restoration Projects for NOAA/FKNMS at 12 different locations from Key West to Key Largo.
- 2005: Present-Backfilling Topographic Restoration of Seagrass Communities at LKSTBS
- 2009–2012: Organic Muck Removal: Interior Waterways of the City of Key West
- 2013: Backfilling/Seagrass restoration Islamorada FKNMS
- 2014: Backfilling: HMS Fowey Shipwreck Stabilization Project Dept. of Interior
- 2017: Removal of over 150 vessels in the Upper Keys that were displaced by Hurricane Irma under a United States Coast Guard Basic Ordering Agreement.
- 2019: Completion of the Monroe County plugged and unplugged canal Marine Debris Removal project funded by the State of Florida DEP.
- 2020: Marine Debris Removal: Monroe County, Non NRCS funded Hurricane Irma debris removal from 108 canals from Key Largo to Key West
- 2021: Nearshore Debris Removal: Monroe County and FWC targeted fishing and assorted debris at nearshore island shorelines
- 2021: Miami Dade County Florida City Canal Outfall and Equalizer Improvements Project. Construction/installation of six water control gates at the upstream end of the existing culverts. A total of two (2) manatee grates were also installed. Removal and disposal of debris, slit, litter, lumber, and vegetation clippings, etc., from the designated areas.
- 2022: Emergency Canal Debris Removal: South Florida Water Management District Emergency response debris removal, transportation, and disposal
- Ongoing: (2000-Present): Under contract with Monroe County for Derelict Vessel and Marine Debris Removal.
- Ongoing: Lignumviate State Botanical Park, Islamorada Topographic Restoration for the purpose of stabilizing damaged seagrass areas to promote the recruitment of seagrass.
- Ongoing: City of Miami Beach Routine and Emergency Waterway Cleanup and Debris Removal Services: Routine and emergency waterway cleanup and debris removal services for the removal of submerged, floating and shoreline debris
- Ongoing: Routine Waterway Restoration: South Florida Water Management District
- Routine waterway debris removal and vegetation maintenance and throughout South



All AEI projects listed above are of similar nature to this project as they are all coastal environmental marine projects requiring barges and heavy equipment to transport and place aggregates and materials into the fragile waters of the Florida Keys while controlling and monitoring water quality in Florida Outstanding Waters and threatened and endangered species.

2023 Canal 28 Water Quality Improvement Project and our owned 70' barge with mounted track-hoe



AEI staff are trained and in compliance with all state and federal rules and regulations for In Water Marine Work and fully subscribe to the protection of our threatened and endangered species including, but not limited to, Manatees, Sawfish, Sea Turtles and the American Crocodile to name a few. Below is an example of a T&E species located in project area by AEI monitor and project team.



AEI owned barge/track-hoe and shallow draft push boat progress photo on Canal 28 Water Quality Improvement Project. Notice the American Crocodile which is Federally Listed Threatened Species.

On this day the crocodile pulled himself over the Turbidity Barrier located at the mouth of the canal and was immediately spotted by our T&E spotting team. Work immediately ceased and the incident was logged into our T&E log book. FWC was contacted and AEI was advised to continue to cease until the reptile exited the work area. Within the hour the crocodile was spotted exiting the work area. This was confirmed with County oversight and work resumed without any negative contact.

SECTION 4. PROJECT APPROACH

Methodology

Project Approach:

Adventure Environmental, Inc., AEI, owns a fleet of barges ranging from 25' to 100' along with a full complement of support watercraft and heavy equipment all staged and available at *our commercial waterfront facility at 160 Georgia Ave., Tavernier, FL 33070*. A list of available equipment can be found at the end of this section.

AEI is able to store materials, supplies and equipment at its Tavernier location, which will be fully available for this project for contingency in case of having to demobilize for storms or any other significant stoppages requiring a demobilization and/or for use in stockpiling materials locally prior to and during construction to avoid any delays in work waiting on deliveries.

AEI has identified sourcing for all of the aggregates and other materials and supplies for this project and all are commercially available products that will be available regardless of timing of regulatory approvals, work stoppages and/or equipment failures. Immediately following award AEI will begin the submittal process for all materials, supplies and documents to include but not limited to:

- Aggregate submittals with any required certifications and testing
- MOT & Haul Plan
- H & S Plan
- Quality Control Plan

Immediately after Notice To Proceed (NTP) AEI will conduct pre-work inspections, to include but not limited to, pre-construction video and pictures of Canal 147, staging area(s) and all docks/shoreline of our travel routes to and from the staging area(s). Our licensed land surveyor will layout the work providing benchmarks and elevation stakes throughout the work area and our construction team installs the necessary turbidity barriers and erosion and sedimentation controls, followed by or simultaneously constructing the staging area(s) as per the plans and technical specifications

Sequence of Major Activities:

- Install temporary erosion and sedimentation controls and maintain throughout project
- Construct staging area
- Conduct Organic removal and Backfill operations according to technical specifications and plans
- Install Air Curtain as per specifications and plans
- Mill and pave Leserra Lane as per specifications and plans
- Obtain final approval, remove erosion and sedimentation controls and stabilize any area disturbed by their removal
- Restore staging area

After approval of the water quality, erosion, sedimentation controls and staging area construction, AEI will begin material and supply deliveries first to the staging area(s) which have minimal capacity; then to our nearby commercial yard for stockpiling, so at no time are we waiting for deliveries. Materials delivered/stockpiled at our facility will be delivered to the staging area(s) via our owned commercial dump trucks and/or barges as needed.

AEI will utilize a combination of barges and heavy equipment for the project. One barge with either a

mounted crane, material handler or track hoe will be located at the canal for either material removal or installation, and will stay on site while another barge will be used for transporting aggregates, materials and supplies back and forth from the work site and staging/loading area(s).

Upon final approval from the engineer and the Village for the completion of the organic removal, backfill and air curtain installation, AEI will remove water quality, erosion and sedimentation controls and stabilize any area disturbed by their removal. Mill and paving of Leserra road will commence upon these approvals.

Notes:

- *All construction activities will be performed in accordance with the Florida Fish and Wildlife Conservation Commission (FWC) standard manatee conditions for in-water work and NOAA Fisheries construction conditions for sea turtle and smalltooth sawfish.*
- *Project signs are included in staging area(s) construction*



AEI Turbidity System functioning flawlessly at Canal 29 Backfilling project.



AEI custom designed turbidity barriers provide for a seamless design with no open caps and a fully sealable bottom curtain.



AEI 100' Barge with our mounted Material Handler.

Operations:

- The extent to which duties related to Processing Services 1) Are not anticipated to represent incremental additions in responsibility of existing staff or 2) Require new staff. AEI maintains sufficient staff, equipment, and capabilities to successfully complete the Canal 147 Project within allotted schedule.
- AEI staff are trained in OSHA (30) hr. Construction Safety and OSHA (40) hr. HAZWOPER along with yearly refreshers in the AEI H&S safety and environmental protocols which include Commercial Diving, Heavy Equipment and Crane Operations, Marine Construction/Barge Operations including Overhead along with Threatened and Endangered species monitoring, protection, and reporting. AEI maintains a full time Safety Officer who will be on the project at all time during operations. An individual Activity Hazard Analysis will be specific to this project will be prepared and supplied with our H&S plan. A Priority 1 site specific safety meeting will be held prior to construction with all field staff and management followed by daily tailgate safety meetings. Upon any reportable incident or near miss, operations will cease until the hazard is reported, mitigated followed by all hands briefing on the incident along with mitigation strategies.

Compliance:

- AEI has had zero (0) safety and/or environmental violations within the last 3 years.
- AEI has no outstanding violations.

Equipment

BARGES AND BOATS:

All listed vessels and barges are AEI owned, and available for Village of Islamorada projects

1.

AEI-1: Official No. 1026969 (Scorpion)

Homeport: Monroe County

Owner: Adventure Environmental, Inc.

Desc.: 1993 50' X 15' Fast Barge powered by (4) Yamaha 300 Outboard Motors and equipped with a 5 Ton knuckle-boom crane. Vessel can operate in very shallow water.



2.

AEI-2: Official No. 1075967-2 (70)

Homeport: Monroe County

Owner: Adventure Environmental, Inc.

Desc.: 2005 70' X 23' Barge w/push boat capable of holding large equipment and operate in shallow water.

3.

AEI-3: Official No. 1310924

Homeport: Monroe County

Owner: Adventure Environmental, Inc.

Desc.: 2020 90' X 30' Barge capable of holding large equipment and operate in shallow water



4.

AEI-4: Official No. 1075968-3 (60)

Homeport: Monroe County

Owner: Adventure Environmental, Inc.

Desc.: 2017 60' X 20' Barge w/push boat capable of holding large equipment and operate in shallow water.

5.
AEI-5: Official No. 1075969-4 (Rhino)

Homeport: Monroe County
Owner: Adventure Environmental, Inc.
Desc.: 2010 40' X 13' self-powered barge capable of holding heavy equipment/operate in shallow water

6.
AEI-6: Official No. 1075970-5 (Twin 1)

Homeport: Monroe County
Owner: Adventure Environmental, Inc.
Desc.: 2017 40' X 12' self-powered barge capable of holding heavy equipment and operate in shallow water.



7.
AEI-7: Official No. 1075971-6 (Twin 2)
Homeport: Monroe County

Owner: Advental, Inc.
Desc.: 2017 40' X 13' self-powered barge capable of holding heavy equipment and operate in shallow water.





8.
AEI-8: Official No. 1075972-7 (LoLo)
Homeport: Monroe County
Owner: Adventure Environmental, Inc.
Desc.: 2005 35' X 10' self-powered barge capable of holding heavy equipment and operate in shallow water.



9.
AEI-9: Official No. 1075973-8 (Gray)
Homeport: Monroe County
Owner: Adventure Environmental, Inc.
Desc.: 2010 35' X 10' self-powered barge capable of holding heavy equipment and operate in shallow water.



10.
AEI-10: Official No. 1075974-9 (White)
Homeport: Monroe County
Owner: Adventure Environmental, Inc.
Desc.: 2010 35' X 10' self-powered barge capable of holding heavy equipment and operate in shallow water.



11.

AEI-11: Official No. 1075975-10 (Blackpoint)

Homeport: Monroe County

Owner: Adventure Environmental, Inc.

Desc.: 2010 35' X 10' self-powered barge capable of holding heavy equipment and operate in shallow water.



12.
AEI-12: Official No. 1075976-11 (Mobro)
Homeport: Monroe County
Owner: Adventure Environmental, Inc.
Desc.: 2013 40' X 20' shallow water barge capable of holding heavy equipment and operating in shallow water w/push boat.



13.
AEI-13: Official No. 1075977-12 (Skim)
Homeport: Monroe County
Owner: Adventure Environmental, Inc.
Desc.: 2015 30' X 10' skimming and side scan sonar boat; self-propelled with twin Yamaha outboards.



Above is the listing of AEI owned key component vessels and is not an all-inclusive list.

AEI owns and maintains more than 10 ancillary vessels such as push boats, crew boats and side scan sonar boats including (3) Boston Whaler's from 17' to 23', (2) Deck Vessels up to 25' and (5) custom aluminum work vessels.

HEAVY EQUIPMENT:

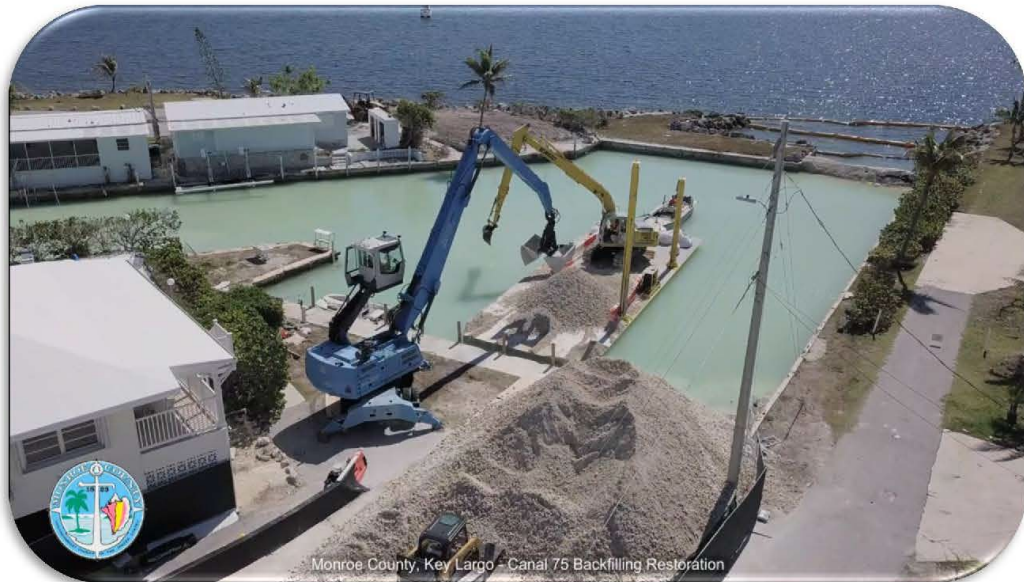
All listed vessels and barges are AEI owned, and available for Village of Islamorada projects

(4) Long Reach Excavators

- Fuchs/Terex 350 MHL
- CAT 312E LR
- CAT 324 LR
- CAT 200ELB
- Kobelco LR

Crane

- Tadano GR750-XL 75 ton crane



(4) Standard Excavators

- Cat 315 Excavators X 4

(6) Medium Excavators

- (3) Cat 308 Excavators
- (3) Cat 305 Excavators

(4) Front End Loaders

(4) Skid Steer Loaders with Grapples

(35) Stihl Chain Saws of all sizes

5,000 LF of Turbidity Barrier

(10) Spill Kits for place on barges and vessels

OSHA compliant commercial dive and salvage gear



TRUCKS:

All listed vessels and barges are AEI owned, and available for Village of Islamorada projects

AEI owns and operates (5) 40 CY Grapple Trucks that are used to unload the barges and transport the material to either TDMA or final disposal.



Other AEI owned equipment that will be utilized for this project includes, but not limited to:

- Dive equipment (SCUBA/surface-supplied) and underwater communications for up to six divers;
- Hach 2100Q turbidimeter;
- Vessel operator manatee signs for all work vessels (8.5 x 11-inch);
- Underwater still cameras;
- Underwater video cameras;
- Underwater paper, clipboards, logbooks etc.;
- Lift bags, rope, hooks, carabineers, etc.;
- Miscellaneous hand tools, rakes, shovel, knives, gloves, etc.
- First Aid kit, O² kit, very high frequency (VHF) radio; and
- Global Positioning System (GPS) units.

SECTION 5. CONTRACTOR REFERENCES

Listed below are references for similar projects that Adventure Environmental, Inc has successfully completed for municipalities within the last five (5) years

Project Name: Monroe County Water Quality Improvement Project Canal 90 Key Largo, FL
Owner: Monroe County Board of County Commissioners
Duration: NTP: 04/24 Completion: 06/2024
SOW: Backfilling Canal with 16,000 CY of aggregates while controlling and monitoring water quality and T&E species. All work conducted via barges with heavy equipment.
Client Contact: Rhonda Haag, Sustainability Director
305-395-9928
Haag-Rhonda@MonroeCounty-FL.Gov

Project Name: Monroe County Water Quality Improvement Project Canal 25 Key Largo, FL
Owner: Monroe County Board of County Commissioners
Duration: NTP: 07/22 Completion: 02/2023
SOW: Backfilling Canal with 33,000 CY of aggregates while controlling and monitoring water quality and T&E species. All work conducted via barges with heavy equipment.
Client Contact: Rhonda Haag, Sustainability Director
305-395-9928
Haag-Rhonda@MonroeCounty-FL.Gov

Project Name: Monroe County Water Quality Improvement Project Canal 28 Key Largo, FL
Owner: Monroe County Board of County Commissioners
Duration: NTP: 07/22 Completion: 02/2023
SOW: Backfilling Canal with 60,000 CY of aggregates while controlling and monitoring water quality and T&E species. All work conducted via barges with heavy equipment.
Client Contact: Rhonda Haag, Sustainability Director
305-395-9928
Haag-Rhonda@MonroeCounty-FL.Gov

Name of Project: Marine Debris and Sediment Removal as a Result of Hurricane Irma Phase V
Owner: NRCS/Monroe County/The Village of Islamorada
Date of Service: NTP: 1/2020 – Completion: 3/2020
Scope of Work: Sediment Removal - Removal of approximately 700 CY of accumulated sediment from Canal 157, 1,395 CY of sediment from Canal 151. and 493 CY from Canal 148. Usage barge mounted and land based heavy equipment
Point of Contact: Greg Corning, P.E., Senior Engineer
(314) 920-8359 cell
Greg.Corning@WSP.com

Project Name: Village of Islamorada Canal 116 Backfill Restoration Project
Owner: Islamorada, Village of Islands
Duration: NTP: 10/2023 Completion: 01/2024
SOW: Backfilling Canal with 10,000 CY of aggregates while controlling and monitoring water quality and T&E species. All work conducted via barges with heavy equipment.
Client Contact: Peter Frezza, Environmental Resource Manager
305-664-6427
peter.frezza@islamorada.fl.us

*AEI multi-barge set up on Canal 28
Water Quality Improvement
Project.*



*AEI aggregate placement/backfill
operations on Canal 25 Water
Quality Improvement Project.*

SECTION 6. COST PROPOSAL

Unit Price Cost Proposal Sheet
Canal #147

Project: Canal #147 Organic Removal, Backfill, and Air Curtain Restoration
Location: Lower Matecumbe Key, Florida
Contractor: Adventure Environmental, Inc
Date: July 1, 2024

ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	LINE TOTAL PRICE
1	Mobilization and Demobilization	LS	1	\$298,262.00	\$298,262.00
2	Maintenance of Traffic	LS	1	\$15,000.00	\$15,000.00
3	Floating Turbidity Barrier (mouth of canal and as required around construction area to control turbidity within permit requirements)	LS	1	\$50,000.00	\$50,000.00
4	Organic Muck Removal	CY	2750	\$109.00	\$299,750.00
5	Organic Muck Dewatering	LS	1	\$100,000.00	\$100,000.00
6	Organic Muck Transportation & Disposal	TON	700	150.00	\$105,000.00
7	Fill Material	CY	2964	\$42.00	\$124,488.00
8	Trucking of Backfill Material	CY	2964	\$25.00	\$74,100.00
9	Placement of Coarse Fill	CY	1865	\$160.00	\$298,400.00
10	Placement of 1-foot of Sand Fill	CY	1099	\$180.00	\$197,820.00
11	Construction Surveys	LS	1	\$40,000.00	\$40,000.00
12	Electrical Hookup	LS	1.0	\$25,000.00	\$25,000.00
13	Weighted Diffuser Line	LF	360	\$3.00	\$1,080.00
14	2 inch transmission line	LF	850	\$30.00	\$25,500.00
15	Diffuser Manifold	EA	1.0	\$5,000.00	\$5,000.00
16	Compressors in Noise Reducing Cabinet	EA	2.0	\$20,000.00	\$40,000.00
17	Cabinet Landscaping	LS	1.0	\$5,000.00	\$5,000.00
18	Control Panel	EA	1.0	\$5,000.00	\$5,000.00
19	Wind Switch	EA	1.0	\$5,000.00	\$5,000.00
20	Weather Monitor & Pole	EA	1.0	\$5,000.00	\$5,000.00
21	Diffusers - Dual 12" Membrane Discs	EA	18.0	\$100.00	\$1,800.00
22	Diffuser Bases	EA	9.0	\$800.00	\$7,200.00
23	Rehabilitation of Staging Areas to Original Condition	LS	1	\$60,000.00	\$60,000.00
24	Milling and Paving	SY	2320	\$30.00	\$69,600.00
25	Thermoplastic Striping	LF	800	\$10.00	\$8,000.00

Signature below verifies the proposal remains in effect for one hundred eighty (180) days.

Project Total: **\$1,866,000.00**

Contractor's Signature: 

Note:

These quantities are estimates and the Contractor can strikethrough and adjust the quantities, if desired.

SECTION 7. TIMELINE

- Install temporary water quality, erosion and sedimentation controls: **2 Days**
- Construct staging area **2 Days**
- Organic Removal according to technical specifications and plans **20 Days**
- Backfilling according to technical specifications and plans **20 Days**
- Air Curtain Installation according to technical specifications and plans **5 Days**
- Obtain final approval, remove erosion and sedimentation controls and stabilize any area disturbed by their removal **5 Days**
- Mill and pave Leserra Rd **5 Days**

SECTION 8. ABILITY TO OBTAIN BONDS



James Hall

Executive Underwriter, Contract Surety

t 754-702-2462

e james.hall@cfins.com

December 14, 2020

RE: Adventure Environmental, Inc.

To Whom It May Concern:

Per your request for evidence of bondability, this letter is to advise you that Adventure Environmental, Inc. is set up for bonding with United States Fire Insurance Company, a Crum & Forster company.

It is our company's intent to provide a 100% performance bond and a 100% labor and material payment bond to Adventure Environmental, Inc. for the captioned project.

United States Fire Insurance Company reserves the right to base their final decisions upon conditions that exist at the time of request.

If we can be of additional assistance, please feel free to give us a call.

James Hall

Crum & Forster

305 Madison Avenue, Morristown, NJ 07962

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C&F and Crum & Forster are registered trademarks of United States Fire Insurance Company.

State of Florida

Department of State

I certify from the records of this office that ADVENTURE ENVIRONMENTAL, INC. is a corporation organized under the laws of the State of Florida, filed on July 18, 1997.

The document number of this corporation is P97000062537.

I further certify that said corporation has paid all fees due this office through December 31, 2024, that its most recent annual report/uniform business report was filed on January 22, 2024, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Twenty-second day of January,
2024*




Secretary of State

Tracking Number: 5756553490CC

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>

2023 / 2024
MONROE COUNTY BUSINESS TAX RECEIPT
EXPIRES SEPTEMBER 30, 2024

Business Name: ADVENTURE ENVIROMENTAL INC

RECEIPT# 30140-107971

Owner Name: CHRIS COLARUSSO, GREGORY TOLPIN
Mailing Address: 160 GEORGIA AVE
TAVERNIER, FL 33070

Business Location: 160 GEORGIA AVE
TAVERNIER, FL 33070
Business Phone: 305-451-9500
Business Type: CONTRACTOR (CERTIFIED GENERAL &
UNDERGROUND UTILITY & EXCAVATION)

Employees 6

STATE LICENSE: CGC1506411/CUC1223905

Tax Amount	Transfer Fee	Sub-Total	Penalty	Prior Years	Collection Cost	Total Paid
25.00	0.00	25.00	0.00	0.00	0.00	25.00

Paid 000-22-00072363 09/25/2023 25.00

THIS BECOMES A TAX RECEIPT
WHEN VALIDATED

Sam C. Steele, CFC, Tax Collector
PO Box 1129, Key West, FL 33041

THIS IS ONLY A TAX.
YOU MUST MEET ALL
COUNTY AND/OR
MUNICIPALITY
PLANNING, ZONING AND
LICENSING
REQUIREMENTS.

MONROE COUNTY BUSINESS TAX RECEIPT
P.O. Box 1129, Key West, FL 33041-1129
EXPIRES SEPTEMBER 30, 2024

Business Name: ADVENTURE ENVIROMENTAL INC

RECEIPT# 30140-107971

Owner Name: CHRIS COLARUSSO, GREGORY TOLPIN
Mailing Address: 160 GEORGIA AVE
TAVERNIER, FL 33070

Business Location: 160 GEORGIA AVE
TAVERNIER, FL 33070
Business Phone: 305-451-9500
Business Type: CONTRACTOR (CERTIFIED GENERAL &
UNDERGROUND UTILITY & EXCAVATION)

Employees 6

STATE LICENSE: CGC1506411/CUC1223905

Tax Amount	Transfer Fee	Sub-Total	Penalty	Prior Years	Collection Cost	Total Paid
25.00	0.00	25.00	0.00	0.00	0.00	25.00

Paid 000-22-00072363 09/25/2023 25.00



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

TOLPIN, J GREGORY
ADVENTURE ENVIRONMENTAL INC
160 GEORGIA AVE
TAVERNIER FL 33070

LICENSE NUMBER: CGC1506411

EXPIRATION DATE: AUGUST 31, 2026

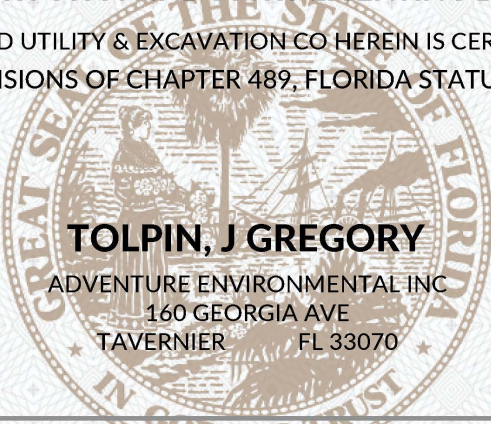
Always verify licenses online at MyFloridaLicense.com

ISSUED: 06/17/2024

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.



	Ron DeSantis, Governor	Melanie S. Griffin, Secretary	
STATE OF FLORIDA			
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION			
CONSTRUCTION INDUSTRY LICENSING BOARD			
THE UNDERGROUND UTILITY & EXCAVATION CO HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 489, FLORIDA STATUTES			
 TOLPIN, J GREGORY ADVENTURE ENVIRONMENTAL INC 160 GEORGIA AVE TAVERNIER FL 33070			
LICENSE NUMBER: CUC1223905			
EXPIRATION DATE: AUGUST 31, 2026			
Always verify licenses online at MyFloridaLicense.com			
ISSUED: 06/17/2024			
Do not alter this document in any form.			
This is your license. It is unlawful for anyone other than the licensee to use this document.			





FLORIDA DEPARTMENT OF Environmental Protection

Bob Martinez Center
2600 Blair Stone Road
Tallahassee, FL 32399-2400

Ron DeSantis
Governor

Jeanette Nuñez
Lt. Governor

Shawn Hamilton
Secretary

In the matter of an application
for: Professional Mangrove
Trimmer Qualification

Professional Mangrove Trimmer Qualification
DEP File No. 413100-001-MTQ-031 (**Duplicate**)

Mr. Christopher Colarusso
Adventure Environmental, Inc.
160 Georgia Avenue
Tavernier, FL 33070
chris@4aei.com

February 4, 2022

NOTICE OF APPROVAL FOR PROFESSIONAL MANGROVE TRIMMER STATUS

In accordance with Paragraph 403.9329(1)(f) of the Florida Statutes, persons who have conducted mangrove trimming as part of their business or employment and who can demonstrate a sufficient level of competence to assure that they are able to conduct mangrove trimming in a manner that will ensure the survival of mangroves that are trimmed may be qualified as a professional mangrove trimmer by the Department of Environmental Protection (Department).

On February 14, 2002, the Department received an application for professional mangrove trimmer status from Christopher Colarusso in accordance with Subsection 403.9329(2) of the Florida Statutes. Having reviewed the application, the Department has determined that the applicant has met the professional mangrove trimmer qualifications set forth in Subsection 403.9329(2). Based on the documentation provided to the Department, the applicant's request for professional mangrove trimmer status, under Paragraph 403.9329(1)(f) and Subsection 403.9329(2), is hereby granted.

Findings

1. Mr. Colarusso submitted a list of at least 10 different canals where mangrove trimming was conducted in Monroe County as part of clean-up efforts following Hurricane Georges. The work was initiated during March 1999 and substantially performed during April 1999 under a contract with the South Florida Resource Conservation and Development Council, Inc., and through a grant sponsored by the Natural Resource Conservation Service (NRCS) under the Emergency Watershed Protection Act. The identified 10 projects were part of a total of 100 canals where the applicant performed mangrove trimming as part of the hurricane cleanup effort.
2. The work was performed under the supervision of Karen Strobel, a Landscape Architect PMT.

3. Trimming of mangroves in canals in the manner performed by the applicant is authorized under a general permit (s. 403.9327(1)(b), F.S.), provided written notice is given to the Department prior to beginning the work (s. 403.9327(4), F.S.).
4. Specified cleanup efforts following the hurricane were authorized to be performed without the need for permits under Department Emergency Final Order (OGC Nos. 98-2617 & 98-2825), provided activities were commenced during the period September 30, 1998, through May 20, 1999. The Orders authorized work to be completed by November 20, 1999.
5. The work was initiated during a period when the Emergency Orders of the Department waived requirements for permits. The notice requirements of s. 403.9327(4), F.S., therefore were waived during this period. The Department finds that the work performed under the Emergency Order and in compliance with the substantive provisions of s. 403.9327, F.S., were authorized by the Department.
6. Department staff were aware of debris clean-up efforts in the canals while the trimming was on-going and were present at some of the sites while the trimming was occurring. Department staff also inspected the sites subject to the request for verification of PMT status, and found that the work conformed to the substantive provisions of the general permit in s. 403.9327(1)(b), F.S.
7. There are no documented violations of trimming or altering mangroves by Mr. Colarusso.
8. Mr. Colarusso has demonstrated to district staff that he possesses the knowledge and ability to correctly identify the three mangrove species recognized in the state of Florida.

NOTICE OF RIGHTS

This action is final and effective on the date filed with the Clerk of the Department unless a petition for an administrative hearing is timely filed under Sections 120.569 and 120.57, F.S., before the deadline for filing a petition. On the filing of a timely and sufficient petition, this action will not be final and effective until further order of the Department. Because the administrative hearing process is designed to formulate final agency action, the subsequent order may modify or take a different position than this action.

Petition for Administrative Hearing

A person whose substantial interests are affected by the Department's action may petition for an administrative proceeding (hearing) under Sections 120.569 and 120.57, F.S. Pursuant to Rules 28-106.201 and 28-106.301, F.A.C., a petition for an administrative hearing must contain the following information:

- (a) The name and address of each agency affected and each agency's file or identification number, if known;
- (b) The name, address, any e-mail address, any facsimile number, and telephone number of the petitioner, if the petitioner is not represented by an attorney or a qualified representative; the name, address, and telephone number of the petitioner's representative, if any, which shall be the address for service purposes during the course of the proceeding; and an explanation of how the petitioner's substantial interests will be affected by the agency determination;
- (c) A statement of when and how the petitioner received notice of the agency decision;

- (d) A statement of all disputed issues of material fact. If there are none, the petition must so indicate;
- (e) A concise statement of the ultimate facts alleged, including the specific facts that the petitioner contends warrant reversal or modification of the agency's proposed action;
- (f) A statement of the specific rules or statutes that the petitioner contends require reversal or modification of the agency's proposed action, including an explanation of how the alleged facts relate to the specific rules or statutes; and
- (g) A statement of the relief sought by the petitioner, stating precisely the action that the petitioner wishes the agency to take with respect to the agency's proposed action.

The petition must be filed (received by the Clerk) in the Office of General Counsel of the Department at 3900 Commonwealth Boulevard, Mail Station 35, Tallahassee, Florida 32399-3000, or via electronic correspondence at Agency_Clerk@dep.state.fl.us. Also, a copy of the petition shall be mailed to the applicant at the address indicated above at the time of filing.

Time Period for Filing a Petition

In accordance with Rule 62-110.106(3), F.A.C., petitions for an administrative hearing by the applicant and persons entitled to written notice under Section 120.60(3), F.S., must be filed within 14 days of receipt of this written notice. Petitions filed by any persons other than the applicant, and other than those entitled to written notice under Section 120.60(3), F.S., must be filed within 14 of publication of the notice or within 14 days of receipt of the written notice, whichever occurs first. You cannot justifiably rely on the finality of this decision unless notice of this decision and the right of substantially affected persons to challenge this decision has been duly published or otherwise provided to all persons substantially affected by the decision. While you are not required to publish notice of this action, you may elect to do so pursuant Rule 62-110.106(10)(a).

The failure to file a petition within the appropriate time period shall constitute a waiver of that person's right to request an administrative determination (hearing) under Sections 120.569 and 120.57, F.S., or to intervene in this proceeding and participate as a party to it. Any subsequent intervention (in a proceeding initiated by another party) will be only at the discretion of the presiding officer upon the filing of a motion in compliance with Rule 28-106.205, F.A.C. If you do not publish notice of this action, this waiver will not apply to persons who have not received written notice of this action.

Extension of Time

Under Rule 62-110.106(4), F.A.C., a person whose substantial interests are affected by the Department's action may also request an extension of time to file a petition for an administrative hearing. The Department may, for good cause shown, grant the request for an extension of time. Requests for extension of time must be filed with the Office of General Counsel of the Department at 3900 Commonwealth Boulevard, Mail Station 35, Tallahassee, Florida 32399-3000, or via electronic correspondence at Agency_Clerk@dep.state.fl.us, before the deadline for filing a petition for an administrative hearing. A timely request for extension of time shall toll the running of the time period for filing a petition until the request is acted upon.

Mediation

Mediation is not available in this proceeding.

Judicial Review

Once this decision becomes final, any party to this action has the right to seek judicial review pursuant to Section 120.68, F.S., by filing a Notice of Appeal pursuant to Florida Rules of Appellate Procedure 9.110 and 9.190 with the Clerk of the Department in the Office of General Counsel (Station #35, 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000) and by filing a copy of the Notice of Appeal accompanied by the applicable filing fees with the appropriate district court of appeal. The notice must be filed within 30 days from the date this action is filed with the Clerk of the Department.

Executed in Tallahassee, Florida.

STATE OF FLORIDA DEPARTMENT
OF ENVIRONMENTAL PROTECTION



Timothy Rach
Program Administrator
Submerged Lands & Environmental
Resource Program

cc: Kelly Gracie, Adventure Environmental, Inc., kelly@4aei.com

CERTIFICATE OF SERVICE

The undersigned hereby certifies that this Professional Mangrove Trimmer Qualification, including all copies, were mailed before the close of business on February 4, 2022, to the above listed persons.

FILING AND ACKNOWLEDGMENT

FILED, on this date, under 120.52(7) of the Florida Statutes, with the designated Department Clerk, receipt of which is hereby acknowledged.

Donna Kendall

Clerk

02/04/2022

Date

SECTION 10. INSURANCE



ADVEN-1

OP ID: GB

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/26/2024

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 Accessible Marine Insurance 1145 Allen Toussaint Blvd New Orleans, LA 70124 Eric S. Green		504-486-5411		CONTACT NAME: Accessible Marine Insurance PHONE (A/C, No, Ext): 504-486-5411 FAX (A/C, No): 504-482-1475 E-MAIL ADDRESS: gail@ami-ins.com	
INSURED Adventure Environmental Inc. Greg Tolpin 160 Georgia Avenue Tavernier, FL 33070		INSURER(S) AFFORDING COVERAGE INSURER A: Capitol Specialty Ins. Company INSURER B: Great American Ins. Company INSURER C: StarNet Insurance Company INSURER D: INSURER E: INSURER F:		NAIC # 22136 40045	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☐ ☐ GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:	X	X	EV20190209-06	01/09/2024	01/09/2025	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/PO/AGG \$ 2,000,000 \$ COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY						\$ \$ \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	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				☐ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
C	M.E.L.		X	BOUM-A-23-2110	08/15/2023	08/15/2024	M.E.L. 1,000,000
B	Hull/P&I Liability		X	OMH841008-12	10/12/2023	10/12/2024	P&I Limit 1,000,000

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

Certificate holder shown as additional insured with waiver of subrogation in their favor as required by written contract as respects insured's operations.

CERTIFICATE HOLDER

ISLAM01

Islamorada, Village of Islands
 Village Council
 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

Gail L Boudreaux

ACORD 25 (2016/03)

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Contractors Pollution Liability:
Insurer: Rockhill Insurance Company
Policy#: EV20190209-04
Policy Period: 01/09/24 - 01/09/2025
Claims Made
Aggregate Limit: 2,000,000
Each Contractors Pollution Condition Limit: 2,000,000
Blanket Additional Insured/ Waiver of Subrogation

Professional Liability:
Insurer: Rockhill Insurance Company
Policy#: EV20190209-04
Policy Period: 01/09/24 - 01/09/2025
Aggregate Limit: 2,000,000
Each Professional Services Incident Limit: 2,000,000

Commercial General Liability Conditions:

Deductible Liability Endorsement
Exclusion - Testing or Consulting Errors and Omissions
Total Pollution Exclusion Endorsement
Additional Insured - Owners, Lessees or Contractors - Scheduled Person or Organization
Exclusion-Violation of Statutes that Govern Emails, Fax, Phone Calls or Other Methods of Sending
Exclusion - Punitive or Exemplary Damages
Amended Waiver of Subrogation
Exclusion - Engineers, Architects or Surveyors
Exclusion - Exterior Insulation and Finish Systems
Exclusion - Professional Services
Primary/Non-Contributory Coverage-Blanket - When req. by written contract
Additional Insured - Managers or Lessors of Premises
Toxic Drywall Exclusion
Separation of Insureds
Independent and/or Subcontractor Restriction

Hull & Machinery / Protection & Indemnity:

Terms and Conditions applicable to All Sections:
Severability

Terms and Conditions applicable to Hull:
A. I. Coastwise and Inland Hull Clauses
Deliberate Damage (Pollution Hazard)
Engines & Machinery - ACV / Limited Perils Only
No Lay Up Warranty
No Release to Tower Warranty
Seaworthiness Clause
Total Loss Hull Premium Earned Clause
Vessel Stability
Additional Insured as respects P&I

Terms and Conditions applicable to P&I:
SP-38 Form
Collision Clause including Tow & Extended Tower's Liability
Collision Liability - P&I Extension
Diving & Swimming Exclusion
Food & Beverage Exclusion
Health Hazard Exclusion
Liability Limitation
No Release to Tower Warranty
P&I Crew Exclusion: Notwithstanding anything contained in the Protection and Indemnity Clauses herein to the contrary, it is understood and agreed that this Company shall not be liable for any loss, expense or claim to employees of the Assured, members of the crew, contractors or subcontractors
Punitive/Exemplary Damages Exclusion
Special Operations Exclusion

NOTEPADINSURED'S NAME **Adventure Environmental Inc.****ADVEN-1**
OP ID: GBPAGE **3**
Date **01/26/2024**

Contractor's Equipment:
Policy No.: IMP530578208
Policy Period: 01/26/2024 to 01/26/2025
- Owned Equipment \$465,000
- Leased/Rented Equipment any one item limit \$200,000
- Leased/Rented Equipment all items limit \$400,000
Inland Marine Coverage Part Declarations Page
Commercial Inland Marine Conditions
Contractor's Equipment Declarations Scheduled Form
Contractor's Equipment Scheduled Coverage Form
Contractor's Equipment Equipment Leased or Rented From Others Coverage
Florida Changes - Warranties
Florida Changes - Loss Payment
Crane Exclusion Endorsement
Contractor's Equipment Existing Fire Exclusion
Blanket Loss Payable Endorsement
Marijuana Exclusion

M.E.L.
-Maritime Employers Liability Coverage Form
-Transportation, Wages, Maintenance & Cure
-Notice of Cancellation: 30 days (except 10 days of nonpayment of premium)
-Death on the High Seas Clause
-In Rem Liability
-Blanket Waiver of Subrogation

This certificate of insurance neither affirmatively nor negatively alters,
amends, or extends the coverage afforded by Policy(ies) issued by the
Insurer(s) listed on this certificate.

CERTIFICATE OF LIABILITY INSURANCE							Date 12/12/2023		
Producer: Plymouth Insurance Agency 2739 U.S. Highway 19 N. Holiday, FL 34691 (727) 938-5562					This Certificate is issued as a matter of information only and confers no rights upon the Certificate Holder. This Certificate does not amend, extend or alter the coverage afforded by the policies below.				
Insured: South East Personnel Leasing, Inc. & Subsidiaries 2739 U.S. Highway 19 N. Holiday, FL 34691					Insurers Affording Coverage Insurer A: Lion Insurance Company Insurer B: Insurer C: Insurer D: Insurer E:		NAIC # 11075		
Coverages 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. Aggregate limits shown may have been reduced by paid claims.									
INSR LTR	ADDL INSRD	Type of Insurance	Policy Number	Policy Effective Date (MM/DD/YY)	Policy Expiration Date (MM/DD/YY)	Limits			
		GENERAL LIABILITY ☐ Commercial General Liability ☐ Claims Made ☐ Occur General aggregate limit applies per: ☐ Policy ☐ Project ☐ LOC				Each Occurrence	\$		
						Damage to rented premises (EA occurrence)	\$		
						Med Exp	\$		
						Personal Adv Injury	\$		
						General Aggregate	\$		
						Products - Comp/Op Agg	\$		
		AUTOMOBILE LIABILITY ☐ Any Auto ☐ All Owned Autos ☐ Scheduled Autos ☐ Hired Autos ☐ Non-Owned Autos				Combined Single Limit (EA Accident)	\$		
						Bodily Injury (Per Person)	\$		
						Bodily Injury (Per Accident)	\$		
						Property Damage (Per Accident)	\$		
		EXCESS/UMBRELLA LIABILITY ☐ Occur ☐ Claims Made ☐ Deductible				Each Occurrence			
						Aggregate			
A		Workers Compensation and Employers' Liability Any proprietor/partner/executive officer/member excluded? NO If Yes, describe under special provisions below.	WC 71949	01/01/2024	01/01/2025	X	WC Statutory Limits	OTH-ER	
							E.L. Each Accident		\$1,000,000
							E.L. Disease - Ea Employee		\$1,000,000
							E.L. Disease - Policy Limits		\$1,000,000
Other Lion Insurance Company is A.M. Best Company rated A (Excellent). AMB # 12616									
Descriptions of Operations/Locations/Vehicles/Exclusions added by Endorsement/Special Provisions: Client ID: 80-65-323 Coverage only applies to active employee(s) of South East Personnel Leasing, Inc. & Subsidiaries that are leased to the following "Client Company": Adventure Environmental, Inc. Coverage only applies to injuries incurred by South East Personnel Leasing, Inc. & Subsidiaries active employee(s), while working in: FL. Coverage does not apply to statutory employee(s) or independent contractor(s) of the Client Company or any other entity. A list of the active employee(s) leased to the Client Company can be obtained by emailing a request to certificates@lioninsurancecompany.com Project Name: ISSUE 01-19-23 (KLT)									
Begin Date: 3/15/2010									
CERTIFICATE HOLDER ISLAMORADA, VILLAGE OF ISLANDS, VILLAGE COUNCIL 86800 OVERSEAS HIGHWAY ISLAMORADA, FL 33036					CANCELLATION Should any of the above described policies be cancelled before the expiration date thereof, the issuing insurer will endeavor to mail 30 days written notice to the certificate holder named to the left, but failure to do so shall impose no obligation or liability of any kind upon the insurer, its agents or representatives. 				



ADVEENV-01

DASBURY

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/10/2024

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 Construction Casualty Insurance, LLC 3637 4th Street North Suite 310 Saint Petersburg, FL 33704	CONTACT NAME: Certificates	
	PHONE (A/C, No, Ext): (727) 258-5774 FAX (A/C, No):	
INSURED Adventure Environmental Inc 160 Georgia Ave Tavernier, FL 33070	E-MAIL ADDRESS: certs@cci-ins.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Progressive Express Insurance Co	10193
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

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
	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE OCCUR						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ OTHER: \$
A	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY ☒ SCHEDULED AUTOS X HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY	X	X	03515746	6/11/2024	6/11/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ OTHER: \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ OTHER: \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 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)

When required by written contract, the certificate holder is listed as an additional insured with regard to the Business Auto policy. When required by written contract, a waiver of subrogation applies in favor of the certificate holder on the Business Auto policy.

CERTIFICATE HOLDER

CANCELLATION

Village of Islamorada 86800 Overseas Hwy 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

ACORD 25 (2016/03)

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SECTION 11. CONTRACT PROVISIONS (FORMS)

Sign and Submit

12. SUSPENSION AND DEBARMENT

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by Islamorada, Village of Islands. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to Islamorada, Village of Islands, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.



Signature of Authorized Certifying Official

Gregory Tolpin, Vice President

Name and Title of Authorized Certifying Official

July 1, 2024

Date

13. BYRD ANTI-LOBBYING AMENDMENT, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

If applicable, contractors must sign and submit to the non-federal entity the following certification: APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING. The certification is found on the next page.

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

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

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

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



Signature of Authorized Certifying Official

Gregory Tolpin, Vice President
Name and Title of Authorized Certifying Official

July 1, 2024
Date

ADDITIONAL CONTRACT TERMS FOR FEDERAL AND FEMA FUNDED PROJECTS

The following clauses will form part of the agreement between Islamorada, Village of Islands and the Contractor resulting from this RFP.

A. Access to Records:

The following access to records requirements shall apply to the contract.

1. The Contractor agrees to provide Islamorada, Village of Islands, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
2. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
3. The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
4. In compliance with the Disaster Recovery Act of 2018, Islamorada, Village of Islands and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

B. Changes to the Contract:

Any changes to the contract between Islamorada, Village of Islands and the Contractor modification, change order, or constructive change must be allowable, allocable, within the scope of the grant or cooperative agreement, and reasonable for the completion of project scope.

- C. **Non-use of DHS Seal, Logo, and Flags:** The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of HSS agency officials without specific FEMA pre-approval.
- D. **Compliance with Federal Law, Regulations, and Executive Orders:** This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures and directives.
- E. **No Obligation by Federal Government:** The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal

entity, contractor, or any other party pertaining to any matter resulting from the contract.

- F. **Program Fraud and False or Fraudulent Statement or Related Facts:** The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.



Signature of Contractor's Authorized Official

Gregory Tolpin, Vice President

Name and Title of Contractor's Authorized Official

Affidavit Attesting to Noncoercive Conduct for Labor or Services

Nongovernment Entity name: Adventure Environmental, Inc ("Vendor")

Vendor FEIN: 65-0768539

Address: 160 Georgia Avenue

City: Tavernier State: FL Zip: 33070

Phone number: (305) 321-5669 Email Address: Greg@4AEI.com

As a nongovernmental entity executing, renewing, or extending a contract with a government entity, **Vendor** is required to provide an affidavit under penalty of perjury attesting that **Vendor** does not use coercion for labor or services in accordance with Section 787.06, Florida Statutes.

As defined in Section 787.06(2)(a), coercion means:

1. Using or threatening to use physical force against any person;
2. Restraining, isolating, or confining or threatening to restrain, isolate, or confine any person without lawful authority and against her or his will;
3. Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or service are not respectively limited and defined;
4. Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
5. Causing or threatening to cause financial harm to any person;
6. Enticing or luring any person by fraud or deceit; or
7. Providing a controlled substance as outlined in Schedule I or Schedule II of Section 893.03 to any person for the purpose of exploitation of that person.

As a person authorized to sign on behalf of **Vendor**, I certify that **Vendor** does not use coercion for labor or services in accordance with Section 787.06.

Written Declaration

Under penalties of perjury, I declare that I have read the foregoing Affidavit and that the facts stated in it are true.

By:  _____
Authorized Signature

Print Name and Title: Gregory Tolpin, Vice President

Date: July 1, 2024

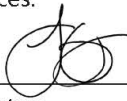
APPENDIX A

ACKNOWLEDGMENT OF ADDENDA AND DOCUMENTS

The Proposer hereby acknowledges the receipt of the following addenda issued by the Village and incorporated into and made part of this RFP. In the event the Proposer fails to include any addenda in the table below, submission of this form shall constitute acknowledgment of receipt of all addenda, whether or not received by him/her.

ADDENDUM NUMBER	DATE RECEIVED
<u>n/a</u>	<u>n/a</u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>
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In addition to the addenda listed above, I acknowledge receipt of the Affidavit Attesting to Noncoercive Conduct for Labor or Services or Services and if awarded an Agreement with the Village will execute the affidavit attesting that my business does not use coercion for labor or services.



Signature

Gregory Tolpin

Print name

Vice President

Title

July 1, 2024

Date

AGREEMENT

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

ISLAMORADA, VILLAGE OF ISLANDS

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

and

ADVENTURE ENVIRONMENTAL, 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 organic removal, backfilling, and air curtain installation of the Canal 147 Restoration Project in a timely and responsive timeframe (the "Project").

Section 1.02 On May 30, 2024, the VILLAGE issued Request for Proposals No. 24-11 for the Project, including all Exhibits and Addenda (the "RFP").

Section 1.03 On July 2, 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 its subcontractors' negligent 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 Million Eight Hundred Sixty-six Thousand and no/100 Dollars (\$1,866,000.00).**

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 AND BONDS

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 shall indemnify and hold harmless the VILLAGE and its officers and employees from liabilities, damages, losses, and costs, including but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONTRACTOR and other persons employed or utilized by the CONTRACTOR, in the performance of the 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, for reasons other than the Villages breach of this Agreement, 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"; any 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, upon payment to CONTRACTOR pursuant to the payment terms of this Agreement.

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 Noncoercive Conduct for Labor or Services. In accordance with Section 787.06, Florida Statutes, the CONTRACTOR has attested to the affidavit incorporated herein that CONTRACTOR does not use coercion for labor or services.

Section 12.10 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 12.11 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 12.12 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 12.13 Headings. Headings herein are for convenience of reference only and shall not be considered on any interpretation of this Agreement.

Section 12.14 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 12.15 Governing Law. This Agreement shall be governed by the laws of the State of Florida with venue lying in Monroe County, Florida.

Section 12.16 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 12.17 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 12.18 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 THE RFP SHALL BE INSERTED IN AGREEMENT
BEGINNING ON THE FOLLOWING PAGE]**

Affidavit Attesting to Noncoercive Conduct for Labor or Services

Nongovernment Entity name: _____ ("**Vendor**")

Vendor FEIN: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone number: _____ Email Address: _____

As a nongovernmental entity executing, renewing, or extending a contract with a government entity, **Vendor** is required to provide an affidavit under penalty of perjury attesting that **Vendor** does not use coercion for labor or services in accordance with Section 787.06, Florida Statutes.

As defined in Section 787.06(2)(a), coercion means:

1. Using or threatening to use physical force against any person;
2. Restraining, isolating, or confining or threatening to restrain, isolate, or confine any person without lawful authority and against her or his will;
3. Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or service are not respectively limited and defined;
4. Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
5. Causing or threatening to cause financial harm to any person;
6. Enticing or luring any person by fraud or deceit; or
7. Providing a controlled substance as outlined in Schedule I or Schedule II of Section 893.03 to any person for the purpose of exploitation of that person.

As a person authorized to sign on behalf of **Vendor**, I certify that **Vendor** does not use coercion for labor or services in accordance with Section 787.06.

Written Declaration

Under penalties of perjury, I declare that I have read the foregoing Affidavit and that the facts stated in it are true.

By: _____
Authorized Signature

Print Name and Title: _____

Date: _____

[SIGNATURE PAGE TO AGREEMENT]

IN WITNESS WHEREOF, the parties have executed this Agreement: 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

WITNESS:

Print Name: _____

By: _____

Print Name: _____

Title: _____

Date: _____

Exhibit "A"
FORM OF CONTRACTOR'S PROPOSAL

Form of Agreement

Exhibit "B"

PROJECT TIMELINE

Form of Agreement



Council Communication

To: Mayor and Village Council
From: Maria Bagiotti, Founders Park Director
Date: August 7, 2024
SUBJECT: **Resolution Approving TDC FY 25 Capital Project Grant Award #3243 for Founders Park Inclusive Playground TAB 9**

Background:

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, pickleball and basketball. Also in Founders Park is the 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.

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 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 (the "Project"). Five Hundred and Fifty Thousand Dollars (\$550,000.00) was included in the approved FY 23-24 Capital Projects Fund Budget for the Project.

Through the Village's competitive bidding process, RFP 24-06, the Village received proposals for the Project. The RFP 24-06 evaluation committee made a recommendation for approval of Playmore Recreational Products ("Playmore") to complete the Project. The Village Council adopted Resolution No. 24-05-35 on May 7, 2024 approving the selection of Playmore and authorizing negotiation of an agreement to complete the Project.

The negotiation will occur following recommendations made through the Founders Park Master Planning process that began in July 2024.

Analysis:

The Village applied to the Monroe County Tourist Development Council (the "TDC") in April, 2024, for 2025 Capital Project funding in the amount of \$597,000.00, the full estimated cost of the playground. In June 2024, the TDC approved the Village's application for funding in the amount of Four Hundred Ninety Seven Thousand Seven Hundred Seventy One Dollars (\$497,771.00).

The attached Resolution would approve a Grant Award Agreement, Contract ID#3243, between the Village and Monroe County for funding of the Project. The term of the Grant Award Agreement is October 1, 2024 through September 30, 2025. Project costs may not be

expended prior to approval of the Grant Award Agreement by the Monroe County Board of County Commissioners at its October 2024 meeting. The project must be completed and a Reimbursement Packet must be submitted to the TDC no later than September 30, 2024.

Budget Impact:

The Project costs are estimated at \$597,000.00 based on the proposal received. The cost may be a little higher or lower when the final location, design and features are determined. The proposed FY 2024-2025 Capital Project Fund budget will include a line item for the Project funding. The revenue source for the Capital Project Fund budget is Discretionary Sales Surtax. The TDC grant would reimburse the Village for \$497,771.00 of the total Project costs.

Staff Impact:

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

Recommendation:

It is recommended that the Village Council adopt the proposed Resolution, thereby approving the Grant Award Agreement #3243 with Monroe County for the Founders Park Inclusive Playground Project.

- Attachments:**
1. Resolution Accepting TDC Grant IFP Playground
 2. Exhibit_1 3243 Village of Islamorada Inclusive Playground

RESOLUTION NO. 23-

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, ACCEPTING THE GRANT AWARD FROM THE MONROE COUNTY TOURIST DEVELOPMENT COUNCIL ("TDC") FOR FOUNDERS PARK BEACH INCLUSIVE PLAYGROUND; APPROVING THE GRANT AGREEMENT #3243 BETWEEN MONROE COUNTY, FLORIDA AND ISLAMORADA, VILLAGE OF ISLANDS TO PROVIDE REIMBURSEMENT FUNDING FOR THE PROJECT FROM THE TDC DURING FISCAL YEAR 2024-2025; AUTHORIZING THE VILLAGE MAYOR TO EXECUTE THE AGREEMENT; AUTHORIZING VILLAGE OFFICIALS TO IMPLEMENT THE TERMS AND CONDITIONS OF THE AGREEMENT; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; AND PROVIDING AN EFFECTIVE DATE

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

WHEREAS, the current playground features, installed in 2015, has deteriorated over time due to the weather conditions, salt air and extreme sun; 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 is highly motivated to provide an inclusive playground at Founders Park beach; and

WHEREAS, in April 2024, the Village applied to the Monroe County Tourist Development Council (the "TDC") requesting \$597,000.00 FY 2025 Capital Project funding for the Founders Park Splash Pad Safety Resurface Project (the "Project"); and

WHEREAS, in June 2024, the TDC approved the Village's application for funding in the amount of \$497,771.00; and

WHEREAS, the grant Award Agreement, Contract ID#3243 (the "Agreement"), requires execution by the Village Mayor and transmittal to the TDC prior to execution by the Monroe

County Board of County Commissioners after its October 2024 meeting; and

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

WHEREAS, the Village Council finds that acceptance of the grant funding and approval of the Agreement is in the best interest of the Village and its residents.

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

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

Section 2. Acceptance of Grant and Approval of Agreement. The Village Council hereby accepts the grant award from the TDC and approves the Agreement between Monroe County and the Village for reimbursement of costs for the Project, attached hereto as Exhibit "1", together with such non-material changes as may be acceptable to the Village Manager and approved as to form and legality by the Village Attorney.

Section 3. Execution of Agreement. The Village Mayor is authorized to execute the Agreement on behalf of the Village, to execute any other required agreements and/or documents to implement the terms and conditions of the Agreement and to execute any extensions and/or amendments to the Agreement, subject to the approval as to form and legality by the Village Attorney.

Section 4. Authorization of Village Officials. The Village Manager and/or his designee and the Village Attorney are authorized to take all actions necessary to implement the terms and conditions of the Agreement.

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

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

PASSED AND ADOPTED THIS ____ DAY OF _____, 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, INTERIM VILLAGE ATTORNEY

Grant Award Agreement

THIS AGREEMENT (agreement) is entered into this _____ day of _____, 2024 by and between MONROE COUNTY (County or Grantor), a political subdivision of the State of Florida and **Islamorada, Village of Islands** (Grantee) a Government organized and operating under the laws of the State of Florida.

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

WHEREAS, Grantee has applied to TDC District IV for funding for the **Founders Park Beach Inclusive Playground** capital project; and

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

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

1. GRANT AGREEMENT PERIOD. This agreement is for the period of October 1, 2024 through to **September 30, 2025**. This agreement shall remain in effect for the stated period unless one party gives to the other written notification of termination pursuant to and in compliance with paragraphs 7, 12 or 13 below. **The project work described in Exhibit A must commence within the fiscal year funded which is October 1, 2024 to September 30, 2025. Proof that the project commenced within the fiscal year funded may be requested by the TDC administrative office.**

2. SCOPE OF AGREEMENT. The representations made by the Grantee in its proposal submitted to the TDC are incorporated herein by reference. The Grantee shall provide the following scope of services: Materials and Labor required to complete the above mentioned project. Segment(s) of the work is/are more particularly described in Exhibit A, detailing the work and the cost allocable to each segment, attached hereto, and incorporated herein by reference. **Anything not referenced within Exhibit A will not be reimbursed.** All work for

which grant funds are to be expended must be completed by the stated termination date of **September 30, 2025** and all invoices pertaining to this project shall be submitted to the TDC administrative office no later than **September 30, 2025** to be considered for payment. Acknowledgement: Grantee shall be required to permanently display and maintain at Grantee's expense, public acknowledgement of the support of the Monroe County Tourist Development Council in a publicly prominent area of their facility in the following form: "This project was made possible with the financial support of the Monroe County Tourist Development Council." If the Grantee has already complied with this requirement through previous funding, said acknowledgement fulfills this condition. A photograph of said acknowledgment shall be provided with the final request for reimbursement outlined in Exhibit A of this agreement.

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

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

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

(ii) A Grantee which is a not-for-profit entity shall use procurement processes for those parts of the project to be contracted (not performed by the entity's employees) as follows:

For work expected to be \$10,000.00 to \$100,000, the not-for-profit shall document and provide with the reimbursement request, two (2) or more written quotes for the goods or services.

For work expected to be more than \$100,000 the not for profit shall document and provide with the reimbursement request three (3) or more written quotes for the goods or services.

When obtaining price quotes, the not-for-profit must diligently seek to obtain quotes and such efforts should be documented (by noting calls and emails etc. by staff and/or the project manager) and provided with the reimbursement request. In the event that the required number of quotes are not obtained a notarized statement from the President/Chief Executive Officer of the not-for-profit shall explain why the required number of quotes were not obtain and

certifying that the not-for-profit has made all efforts to obtain the number of quotes required must be provided. This should include all documentation of the efforts to obtain the required number of quotes.

If the commodities or services will be provided by a “sole source” provider, the not-for-profit must submit a notarized statement with its request for payment explaining why the vendor is the only source for the commodities or services. The Grantee should submit the “sole source” justification to the TDC Administrative Office for review and approval by the County. Failure to obtain advance approval for a “sole source” expenditure may cause the reimbursement to be disallowed for reimbursement by the County.

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

3. AMOUNT OF AGREEMENT AND PAYMENT. The Grantor shall provide an amount not to exceed **\$497,771 (Four Hundred Ninety Seven Thousand Seven Hundred and Seventy One Dollars TDC District IV funding)** for materials and services used to improve the property. Reimbursement request must show that Grantee has paid in full for materials and services relating to the segment prior to seeking the 100% (one hundred percent) reimbursement from Grantor. Payment shall be 100% (one hundred percent) reimbursement of the total cost of the segment, subject to the cap on expenditures for that segment as set forth in Exhibit A. Reimbursement can be sought after each segment of the agreement is completed and signed by the Monroe County Engineering Department as outlined in 3.a. The Board of County Commissioners and the Tourist Development Council assume no liability to fund this agreement for an amount in excess of this award. Monroe County’s performance and obligation to pay under this agreement is contingent upon an annual appropriation by the BOCC.

a.) Payment shall be made upon the completion of a specific segment as outlined in the Scope of Services and Exhibit A. Payment for expenditures permissible by law and County policies shall be made through reimbursement to Grantee upon presentation of Application for Payment Summary, invoices, canceled checks, before and after pictures, County Project Manager signature of inspection and other documentation necessary to support a claim for reimbursement. Included in said documentation shall be proof that the Grantee has received the property, real or personal, for each segment of agreement as outlined in Exhibit A and paid an amount equal to or greater than the amount invoiced to the Grantor. It shall be necessary for the Grantee to contact the County Engineering Division (Steven Sanders - phone: 305-295-4338 email: Sanders-

Steven@MonroeCounty-Fl.gov) and to arrange for inspection upon the completion of each segment. It shall be the responsibility of the project manager to initiate the communication with the Monroe County Engineering Division to facilitate the inspection of the segment of the project. The application for payment document must be certified through a statement signed by an officer of the organization and notarized, declaring that representations in the invoice are true and factual.

All payment requests must be submitted to the TDC administrative office no later than **September 30, 2025**. Invoices received by the TDC administrative office after **September 30, 2025** will not be considered for payment.

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

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

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

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

(i) The Grantee shall have the use of the property, including both real and personal, acquired with funding under this agreement, at the project site for so

long as the facility is operated by Grantee, open to the public, and has a primary purpose of promoting tourism. At such time as any of the conditions in the preceding sentence shall cease to exist, the Grantee shall transfer ownership and possession of equipment and personal property to a local government or another not-for-profit organization which is a facility for which tourist development taxes may be used pursuant to Florida Statute 125.0104 with prior approval from TDC and BOCC.

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

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

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

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

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

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

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

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

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

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

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

b.) Anti-kickback. Contractor warrants that no person has been employed or retained to solicit or secure this agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, and that no employee or officer of the Contractor has any interest, financially or otherwise, in the County. For breach or

violation of this warranty, the County shall have the right to annul this agreement without liability or, in its discretion, to deduct from the agreement price or consideration, the full amount of such commission, percentage, brokerage or contingent fee. Contractor acknowledges that it is aware that funding for this agreement is available at least in part through the County and that violation of this paragraph may result in the County withdrawing funding for the project.

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

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

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

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

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

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

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

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

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

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

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

Service Act of 1912, ss. 523 and 527 (42 USC ss. 690dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; 8) Title VIII of the Civil Rights Act of 1968 (42 USC s. et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; 9) The Americans with Disabilities Act of 1990 (42 USC s. 12101 Note), as maybe amended from time to time, relating to nondiscrimination on the basis of disability; 10) Monroe County Code Chapter 14, Article II, which prohibits discrimination on the basis of race, color, sex, religion, national origin, ancestry, sexual orientation, gender identity or expression, familial status or age; 11) any other nondiscrimination provisions in any Federal or state statutes which may apply to the parties to, or the subject matter of, this Agreement.

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

12. **TERMINATION.** This agreement shall terminate on **September 30, 2025**. Termination prior thereto shall occur whenever funds cannot be obtained or cannot be continued at a level sufficient to allow for the continuation of this agreement pursuant to the terms herein. In the event that funds cannot be continued at a level sufficient to allow the continuation of this agreement pursuant to the terms specified herein, this agreement may then be terminated immediately by the TDC administrative office providing written notice of termination delivered in person or by mail to Grantee. The Grantor may terminate this agreement without cause upon giving written notice of termination to Grantee. The Grantor shall not be obligated to pay for any services or goods provided by Grantee after Grantee has received written notice of termination.

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

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

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

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

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

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

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

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

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

16. ETHICS CLAUSE: The Event Contractors warrant that, in respect to itself, it has neither employed nor retained any company or person, other than a bona fide employee working solely for it, to solicit or secure this agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for it, any fee, commission, percentage, gift, or other consideration contingent upon or

resulting from the award or making of this agreement. For the breach or violation of the provision, the Event Contractor agrees that the County shall have the right to terminate this agreement without liability and, at its discretion, to offset from monies owed, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

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

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

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

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

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

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

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

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

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

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

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

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

and

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

22. CLAIMS FOR FEDERAL OR STATE AID. Grantee and County agree that each shall be, and is, empowered to apply for, seek, and obtain federal and state funds to further the

purpose of this agreement. Any conditions imposed as a result of funding that effect the Project will be provided to each party.

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

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

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

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

27. **SECTION HEADINGS.** Section headings have been inserted in this agreement as a matter of convenience of reference only, and it is agreed that such section headings are not a

part of this agreement and will not be used in the interpretation of any provision of this agreement.

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

29. COUNTY FORMS: By signing this Agreement, GRANTEE has sworn or affirmed to the following requirements as set forth in the Ethics Statement and Non-Collusion Affidavit as set forth in more detail in this Agreement.

- a) Ethics Clause: By signing this Agreement, the GRANTEE warrants that he/it has not employed, retained or otherwise had act on his/her behalf any former County officer or employee in violation of Section 2 of Ordinance No. 010-1990 or any County officer or employee in violation of Section 3 of Ordinance No. 010-1990. For breach or violation of this provision the County may, in its discretion, terminate this Agreement without liability and may also, in its discretion, deduct from the Agreement or purchase price, or otherwise recover, the full amount of any fee, commission, percentage, gift, or consideration paid to the former County officer or employee.
- b) Non Collusion Affidavit: GRANTEE by signing this Agreement, according to law on my oath, and under penalty of perjury, depose and say that the person signing on behalf of the firm of GRANTEE, the bidder making the Proposal for the project described in the Scope of Work and that I executed the said proposal with full authority to do so; the prices in this bid have been arrived at independently without collusion, consultation, communication or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor; unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to bid opening, directly or indirectly, to any other bidder or to any competitor; and no attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit, or not to submit, a bid for the purpose of restricting competition; the statements contained in this affidavit are true and correct, and made with full knowledge that Monroe County relies upon the truth of the statements contained in this affidavit in awarding contracts for said project.
- c) Affidavit Attesting to Noncoercive Conduct for Labor or Services: Grantee under penalty of perjury attests that Grantee does not use coercion for labor or services in accordance with Section 787.06, Florida Statutes.

As defined in Section 787.06(2)(a), coercion means:

- 1. Using or threatening to use physical force against any person;
- 2. Restraining, isolating, or confining or threatening to restrain, isolate, or confine any person without lawful authority and against her or his will;
- 3. Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation

of the debt, the length and nature of the labor or service are not respectively limited and defined;

4. Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
5. Causing or threatening to cause financial harm to any person;
6. Enticing or luring any person by fraud or deceit; or
7. Providing a controlled substance as outlined in Schedule I or Schedule II of Section 893.03 to any person for the purpose of exploitation of that person.

As a person authorized to sign on behalf of Grantee, I certify under penalties of perjury that Grantee does not use coercion for labor or services in accordance with Section 787.06. Additionally, Grantee has reviewed Section 787.06, Florida Statutes, and agrees to abide by same.

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

(SEAL)
Attest: Kevin Madok, Clerk

Board of County Commissioners
of Monroe County

As Deputy Clerk

Mayor/Chairman

.....

Islamorada, Village of Islands
Attest:

By _____
Village Clerk

By: _____
Mayor

Print Name

Print Name

Date: _____

Date: _____

EXHIBIT A

NAME OF ENTITY: Islamorada, Village of Islands

NAME OF PROJECT: Founders Park Beach Inclusive Playground

NUMBER OF SEGMENTS TO PROJECT: 1

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

Segment #: <u>1</u> <u>Description:</u> Materials, equipment and labor required to: Create two play areas to include play inclusive/adaptive play structures, wheelchair accessibility activity zones, poured in place rubber playground surfacing, permanently affixed benches (In order for this segment to be reimbursed, acknowledgement of TDC funding must be in place and proof in the form of pictures provided with submission for reimbursement of this segment. This acknowledgement shall not be covered as part of the TDC reimbursement – see contract paragraph 2)	<u>Total Cost: \$497,771</u> <u>In-Kind:</u> No in-kind will be used towards reimbursement of this project.	<u>TDC portion: \$497,771</u>
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Council Communication

To: Mayor and Village Council
From: A.J. Engelmeyer, Public Works Director
Date: August 7, 2024
SUBJECT: **Resolution Approving and Ratifying FY 23–24 Purchases from Ferguson Waterworks for the Wastewater Department TAB 10**

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.

Ferguson Waterworks ("Ferguson") is a primary vendor that the Wastewater Department utilizes to purchase pipes and piping supplies, such as couplings, vent covers and backflow preventers, for the Village's wastewater collection and transmission system, specifically for the vacuum main, force main and gravity lines.

Analysis:

From the beginning of Fiscal Year 2023-2024, through June 1, 2024, the Village has made \$25,892.00 in purchases from Ferguson. Exhibit "A" to the attached Resolution provides detail of these purchases, which were expensed to the Operating Supplies account of the Wastewater Fund.

Exhibits "B" and "C" to the Resolution are cost quotes from Ferguson for the purchase of parts and supplies for the vacuum system (\$14,625.57).

The Wastewater Department estimates that an additional \$20,000.00 in parts from Ferguson may be needed through the end of the fiscal year, and staff seeks Village Council approval of the additional purchase authorization amount, if needed. Ferguson is considered a sole source vendor for these types of parts and supplies because it is the only distributor in the region. They are consistently able to provide parts and supplies needed with a fast delivery time.

The attached Resolution would ratify the purchases incurred through June 1, 2024, in the amount of \$25,892.00 at Exhibit "A," would approve the additional immediate purchases in the

amount of \$14,625.57 at Exhibit “B” and Exhibit “C, and would authorize \$20,000.00 in additional purchases from Ferguson through the remainder of FY 2023-2024. The total purchase authorization requested is \$60,517.57.

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 Ferguson Waterworks would be coded to these accounts as appropriate but primarily to the Operating Supplies account.

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 and supplies from Ferguson.

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

RESOLUTION NO. 24-

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, RATIFYING PURCHASES FROM FERGUSON WATERWORKS FROM THE BEGINNING OF FY 2023-2024 THROUGH JUNE 1, 2024; AUTHORIZING ADDITIONAL PURCHASES THROUGH THE END OF FY 2023-2024; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; APPROVING A WAIVER OF COMPETITIVE BIDDING; 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 pipes and piping supplies, such as couplings, vent covers and back flow preventers, from Ferguson Waterworks ("Ferguson"); and

WHEREAS, the Village has spent \$25,892.00 on parts purchases from Ferguson from the beginning of FY 2023-2024 through June 1, 2024, as set forth in Exhibit A attached hereto (Exhibit "A"); and

WHEREAS, the Village needs to purchase miscellaneous parts and piping from Ferguson in the amount of \$14,625.57 as set forth in Exhibit B and Exhibit C attached hereto (Exhibit "B" & Exhibit "C"); from Ferguson; and

WHEREAS, the Village estimates it will need to purchase an additional \$20,000.00 in parts and supplies from Ferguson 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 ratification of purchases in the amount of \$25,892.00 from Ferguson set forth in Exhibit "A," approval of the specific purchases in the total amount of \$14,625.57 set forth collectively in Exhibits "B" and "C", approval of an additional \$20,000.00 in purchases from Ferguson through fiscal year ending September 30, 2024, and waiver of competitive bidding for the purchases are 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 and ratifies the following: 1) purchase of parts from the beginning of FY 2023-2024 through June 1, 2024, in the amount of Twenty Five Thousand, Eight Hundred and Ninety Two and 00/100 Dollars (\$25,892.00); 2) purchase of miscellaneous parts and check valves totaling Fourteen Thousand, Six Hundred and Twenty Five and 57/100 Dollars (\$14,625.57); and 3) an additional Twenty Thousand and no/100 Dollars (\$20,000.00) in purchases of parts and other supplies from Ferguson through September 30, 2024.

Section 3. Authorization of Village Officials. The Village Manager and/or his designee and the Village Attorney are authorized to take all actions necessary to implement the terms and conditions of 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. **Waiver of Competitive Bidding.** In accordance with Section 2-328(1) and (3) of the Village Code, the Village Council waives the competitive bidding provisions of the Village Code for these purchases.

Section 6. **Effective Date.** This Resolution shall take effect immediately upon adoption.
Motion to adopt by _____, second by _____.

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

Mayor Joseph B. Pinder	_____
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, INTERIM VILLAGE ATTORNEY



Islamorada, Village of Islands

Vendor History Report
By Vendor Name

Posting Date Range 10/01/2023 - 07/01/2024
Payment Date Range -

Payable Number	Description		Post Date	1099	Payment Number	Payment Date	Amount	Shipping	Tax	Discount	Net	Payment
Item Description	Units	Price	Amount	Account Number	Account Name	Dist Amount						
Vendor Set: 01 - Vendor Set 01							25,892.00	0.00	0.00	0.00	25,892.00	25,892.00
0971 - FERGUSON WATERWORKS												
1221739	6" flange sewer check valves		11/16/2023	85306	11/16/2023	20,584.00	0.00	0.00	0.00	0.00	20,584.00	20,584.00
	6" flange sewer check v:	8.00	2,573.00	20,584.00	402-1500-535-52	Operating Supplies	20,584.00					
1247239	Parts for Pump		11/22/2023	85347	11/22/2023	4,607.71	0.00	0.00	0.00	0.00	4,607.71	4,607.71
	6X14 SDR35 PVC GJ SWF	280.00	7.20	2,016.00	402-1500-535-52	Operating Supplies	2,016.00					
	6 PVC SWR GXG WYE	20.00	50.87	1,017.40	402-1500-535-52	Operating Supplies	1,017.40					
	6 PVC SWR GXG HUB FE	20.00	29.12	582.40	402-1500-535-52	Operating Supplies	582.40					
	6 PVC SWR GXG 45 Bend	20.00	26.09	521.80	402-1500-535-52	Operating Supplies	521.80					
	6 PVC SWR REC THRD C	20.00	22.24	444.80	402-1500-535-52	Operating Supplies	444.80					
	6 pvc swr gxg 22-1/2 bEl	1.00	25.31	25.31	402-1500-535-52	Operating Supplies	25.31					
1247239-1	Parts for Pump		11/22/2023	85347	11/22/2023	700.29	0.00	0.00	0.00	0.00	700.29	700.29
	6 PVC SWR GXG REP Co	10.00	31.72	317.20	402-1500-535-52	Operating Supplies	317.20					
	6 pvc swr gxg 22-1/2 bEl	9.00	25.31	227.79	402-1500-535-52	Operating Supplies	227.79					
	6 PVC SWR GSKT CAP	10.00	15.53	155.30	402-1500-535-52	Operating Supplies	155.30					
Vendors: (1) Total 01 - Vendor Set 01:							25,892.00	0.00	0.00	0.00	25,892.00	25,892.00
Vendors: (1) Report Total:							25,892.00	0.00	0.00	0.00	25,892.00	25,892.00



FEL-MIAMI WATERWORKS #1216
10810 S.W. 184TH ST.
MIAMI, FL 33157-6737

Phone: 786-573-7140
Fax: 305-969-0361

Deliver To:

From: Matthew Gracie

Comments:

15:47:34 JUL 11 2024

Page 1 of 1

FEL-POMPANO BEACH, FL WW #125

Price Quotation

Phone: 786-573-7140

Fax: 305-969-0361

Bid No: B567696

Bid Date: 07/11/24

Quoted By: MSG

Cust Phone: 305-664-6450

Terms: NET 10TH PROX

Customer: VILLAGE OF ISLANDS ISLAMORA
86800 OVERSEAS HIGHWAY
ISLAMORADA, FL 33036

Ship To: VILLAGE OF ISLANDS ISLAMORA
86800 OVERSEAS HIGHWAY
ISLAMORADA, FL 33036

Cust PO#: 6" CHK VLV

Job Name: LIFT STATION

Item	Description	Quantity	Net Price	UM	Total
K106LWU	6 FLG L&W CHK VLV	2	1951.040	EA	3902.08
Net Total:					\$3902.08
Tax:					\$0.00
Freight:					\$0.00
Total:					\$3902.08

Quoted prices are based upon receipt of the total quantity for immediate shipment (48 hours). SHIPMENTS BEYOND 48 HOURS SHALL BE AT THE PRICE IN EFFECT AT TIME OF SHIPMENT UNLESS NOTED OTHERWISE. QUOTES FOR PRODUCTS SHIPPED FOR RESALE ARE NOT FIRM UNLESS NOTED OTHERWISE.

CONTRACTOR CUSTOMERS: IF YOU HAVE DBE/MBE/WBE/VBE/SDVBE/SBE GOOD FAITH EFFORTS DIVERSITY GOALS/ REQUIREMENTS ON A FEDERAL, STATE, LOCAL GOVERNMENT, PRIVATE SECTOR PROJECT, PLEASE CONTACT YOUR BRANCH SALES REPRESENTATIVE IMMEDIATELY PRIOR TO RECEIVING A QUOTE/ORDER.

Seller not responsible for delays, lack of product or increase of pricing due to causes beyond our control, and/or based upon Local, State and Federal laws governing type of products that can be sold or put into commerce. This Quote is offered contingent upon the Buyer's acceptance of Seller's terms and conditions, which are incorporated by reference and found either following this document, or on the web at <https://www.ferguson.com/content/website-info/terms-of-sale>
Govt Buyers: All items are open market unless noted otherwise.

LEAD LAW WARNING: It is illegal to install products that are not "lead free" in accordance with US Federal or other applicable law in potable water systems anticipated for human consumption. Products with *NP in the description are NOT lead free and can only be installed in non-potable applications. Buyer is solely responsible for product selection.



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<https://survey.medallia.com/?bidsorder&fc=1216&on=55811>



FEL-MIAMI WATERWORKS #1216
10810 S.W. 184TH ST.
MIAMI, FL 33157-6737

Phone: 786-573-7140
Fax: 305-969-0361

Deliver To:
From: Matthew Gracie
Comments:

10:25:16 JUN 24 2024

Page 1 of 1

FEL-POMPANO BEACH, FL WW #125

Price Quotation

Phone: 786-573-7140

Fax: 305-969-0361

Bid No: B566206
Bid Date: 06/21/24
Quoted By: MSG

Cust Phone: 305-664-6450
Terms: NET 10TH PROX

Customer: VILLAGE OF ISLANDS ISLAMORA
86800 OVERSEAS HIGHWAY
ISLAMORADA, FL 33036

Ship To: VILLAGE OF ISLANDS ISLAMORA
86800 OVERSEAS HIGHWAY
ISLAMORADA, FL 33036

Cust PO#: MISC PARTS RFQ

Job Name: STOCK

Item	Description	Quantity	Net Price	UM	Total
SDR35PU14	6X14 SDR35 PVC GJ SWR PIPE	140	7.500	FT	1050.00
C11182500	11X18X12 MTR BX BDY BCF 2 MSH BLAC	10	81.300	EA	813.00
K106LWU	6 FLG L&W CHK VLV	2	1951.040	EA	3902.08
K106LWX	8 FLG L&W CHK VLV	1	2956.800	EA	2956.80
SP-M730341223	ADJ RNG 30-34 DIAM 1-2 THK 2-3 RISE	1	514.000	EA	514.00
FNW200AJ	1-1/2 SS 1000# THRD 2PC FP BV LL	6	207.180	EA	1243.08
DS46NJM	1-1/2X3 S40 316L WLD NIP TBE	4	8.770	EA	35.08
DS46NGM	1X3 S40 316L WLD NIP TBE	2	5.750	EA	11.50
IS6CTTJ	1-1/2 SS 316 150# THRD TEE	1	33.750	EA	33.75
IS6CTBJG	1-1/2X1 SS 316 150# THRD BUSH	10	16.420	EA	164.20
Net Total:					\$10723.49
Tax:					\$0.00
Freight:					\$0.00
Total:					\$10723.49

Quoted prices are based upon receipt of the total quantity for immediate shipment (48 hours). SHIPMENTS BEYOND 48 HOURS SHALL BE AT THE PRICE IN EFFECT AT TIME OF SHIPMENT UNLESS NOTED OTHERWISE. QUOTES FOR PRODUCTS SHIPPED FOR RESALE ARE NOT FIRM UNLESS NOTED OTHERWISE.

CONTRACTOR CUSTOMERS: IF YOU HAVE DBE/MBE/WBE/VBE/SDVBE/SBE GOOD FAITH EFFORTS DIVERSITY GOALS/ REQUIREMENTS ON A FEDERAL, STATE, LOCAL GOVERNMENT, PRIVATE SECTOR PROJECT, PLEASE CONTACT YOUR BRANCH SALES REPRESENTATIVE IMMEDIATELY PRIOR TO RECEIVING A QUOTE/ORDER.

Seller not responsible for delays, lack of product or increase of pricing due to causes beyond our control, and/or based upon Local, State and Federal laws governing type of products that can be sold or put into commerce. This Quote is offered contingent upon the Buyer's acceptance of Seller's terms and conditions, which are incorporated by reference and found either following this document, or on the web at <https://www.ferguson.com/content/website-info/terms-of-sale>
Govt Buyers: All items are open market unless noted otherwise.

LEAD LAW WARNING: It is illegal to install products that are not "lead free" in accordance with US Federal or other applicable law in potable water systems anticipated for human consumption. Products with *NP in the description are NOT lead free and can only be installed in non-potable applications. Buyer is solely responsible for product selection.



HOW ARE WE DOING? WE WANT YOUR FEEDBACK!

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complete a survey about your bids:

<https://survey.medallia.com/?bidsorder&fc=1216&on=55811>



Council Communication

To: Mayor and Village Council
From: A.J. Engelmeyer, Public Works Director
Date: August 7, 2024
SUBJECT: **Resolution Approving and Ratifying FY 23-24 Purchases from Tencarva for the Wastewater Department TAB 11**

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.

Tencarva Machinery Co. LLC ("Tencarva") is the parent company of Hudson Pump and Equipment which is a sole source vendor that the Wastewater Department utilizes to purchase Gorman Rupp Pump supplies. Hudson Pump and Equipment is the only company responsible for supplying all Gorman Rupp pumps and parts used in municipal sewage lift stations or treatment plants throughout the state of Florida. This pump is a two-stage pump that is required to move the effluent a long distance from the station located in LMK Vacuum Pump Station to the transfer station.

Analysis:

From the beginning of Fiscal Year 2023-2024, through July 17, 2024, the Village has made \$16,811.66 in purchases from Tencarva. Exhibit "A" to the attached Resolution provides detail of these purchases, which were expensed to the Operating Supplies account of the Wastewater Fund.

Exhibit "B" to the Resolution is a cost quote from Tencarva for the purchase of 2 Gorman Rupp Pumps for the vacuum system (\$22,757.00).

The Wastewater Department estimates that an additional \$15,000.00 in parts from Tencarva may be needed through the end of the fiscal year, and staff seeks Village Council approval of the additional purchase authorization amount, if needed. Tencarva is considered a sole source vendor for these types of parts and supplies because it is the only authorized distributor in the state of Florida for Gorman Rupp Pump.

The attached Resolution would ratify the \$16,811.66 in purchases from Tencarva through July 17, 2024 and approve the additional immediate purchases in the total amount of \$22,757.00 at Exhibit "B" and would authorize \$15,000.00 in additional purchases from Tencarva through the remainder of FY 2023-2024. The total purchase authorization requested is \$54,568.66

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 Tencarva would be coded to these accounts as appropriate but primarily to the Operating Supplies account.

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 and supplies from Tencarva.

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

RESOLUTION NO. 24-

**A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA,
VILLAGE OF ISLANDS, FLORIDA, RATIFYING PURCHASES FROM
TENCARVA MACHINERY CO LLC FROM THE BEGINNING OF FY
2023-2024 THROUGH JULY 17, 2024; AUTHORIZING
ADDITIONAL PURCHASES THROUGH THE END OF FY 2023-
2024; AUTHORIZING THE VILLAGE MANAGER TO EXPEND
BUDGETED FUNDS; APPROVING A WAIVER OF COMPETITIVE
BIDDING; AND PROVIDING FOR AN EFFECTIVE DATE**

WHEREAS, Tencarva is a sole source vendor that the Wastewater Department utilizes to purchase Gorman Rupp Pump supplies; and

WHEREAS, the Village has spent \$16,811.66 on parts purchases from Tencarva from the beginning of FY 2023-2024 through July 17, 2024, as set forth in Exhibit A attached hereto (Exhibit "A"); and

WHEREAS, the Village needs to purchase 2 Gorman Rupp pumps from Tencarva in the amount of \$22,757.00 as set forth in Exhibit B attached hereto (Exhibit "B"); and

WHEREAS, the Village estimates it may need to purchase an additional \$15,000.00 in parts and supplies from Tencarva 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 approval of the specific purchases in the total amount of \$22,757.00 set forth in Exhibits "B", and approval of an additional \$15,000.00 in purchases from Tencarva through fiscal year ending

September 30, 2024, and waiver of competitive bidding for the purchases are 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 and ratifies the following: 1) purchase of parts from the beginning of FY 2023-2024 through July 17, 2024, in the amount of Sixteen Thousand Eight Hundred Eleven and 66/100 Dollars (\$16,811.66); 2) purchase of two Gorman Rupp pumps totaling Twenty-two Thousand Seven Hundred Fifty-seven and 00/100 Dollars (\$22,757.00); and 3) an additional Fifteen Thousand and no/100 Dollars (\$15,000.00) in purchases of parts and other supplies from Tencarva through September 30, 2024.

Section 3. Authorization of Village Officials. The Village Manager and/or his designee and the Village Attorney are authorized to take all actions necessary to implement the terms and conditions of 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. Waiver of Competitive Bidding. In accordance with Section 2-328(1) and (3) of the Village Code, the Village Council waives the competitive bidding provisions of the Village

Code for these purchases.

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

Motion to adopt by _____, second by _____.

FINAL VOTE AT ADOPTION

VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS

Mayor Joseph B. Pinder _____

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, INTERIM VILLAGE ATTORNEY



Islamorada, Village of Islands

Vendor History Report
By Vendor Name

Posting Date Range 10/01/2023 - 07/23/2024

Payment Date Range -

Payable Number	Description		Post Date	1099	Payment Number	Payment Date	Amount	Shipping	Tax	Discount	Net	Payment
Item Description	Units	Price	Amount	Account Number	Account Name	Dist Amount						
Vendor Set: 01 - Vendor Set 01												
2190 - TENCARVA MACHINERY CO LLC												
CD99141656	2 - PUMP 4IN SUPER-T W/SPOOLS T4A60S-		7/3/2024	Y	86898	7/3/2024	16,811.66	0.00	0.00	0.00	16,811.66	16,811.66
PUMP 4IN SUPER-T W/S	2.00	7,647.00	15,294.00	402-1500-535-46	Repair & Maintenance	15,294.00	15,294.00	0.00	0.00	0.00	15,294.00	15,294.00
CD99143972	Supplies		7/18/2024	Y	86992	7/18/2024	1,517.66	0.00	0.00	0.00	1,517.66	1,517.66
Supplies	0.00	0.00	1,517.66	402-1500-535-52	Operating Supplies	1,517.66						
Vendors: (1) Total 01 - Vendor Set 01:							16,811.66	0.00	0.00	0.00	16,811.66	16,811.66
Vendors: (1) Report Total:							16,811.66	0.00	0.00	0.00	16,811.66	16,811.66



Sales Quotation

Quotation Number: T106417	Quotation Date: 05/03/2024	Sales Engineer: LARRY STRICKLAND
Revision No: 1	Date Printed: 05/03/2024	Phone: (O) 863-665-7867
Customer Number: 104304		LSTRICKLAND@TENCARVA.COM
Customer RFQ	Order Contact: CATHY JACKSON	Branch: FL LAKELAND

Document Address:

CREDIT CARD - LARRY STRICKLAND NON-TAX
3524 CRAFTSMAN BLVD
LAKELAND FL 33803

Delivery Address:

VILLAGE OF ISLANDS ISLAMORADA
86800 OVERSEAS HWY
ISLAMORADA FL 33037
MONROE

Payment Terms: Credit Card	Customer Contact: JOAQUIN MIRANDA
Terms of Delivery: FOB SHIPPING POINT PREPAID & ALLOW	Customer Phone: 305-783-6619
Ship Via: BEST WAY FREIGHT ALLOWED	Customer Email: JOAQUIN.MIRANDA@ISLAMORADA.FL.US

17 WEEK LEAD TIME

FOB DELIVERED

Pos	Part No / Description	QTY	Unit	Sell Price	Ext. Sell Price
1	GORMAN RUPP PUMP . VS4A60-B ULTRA SERIES PUMP	1	EA	22,757.00	22,757.00

Sub Total: 22,757.00

Gross Total: 22,757.00

LAKELAND ADDRESS:
HUDSON PUMP
3524 CRAFTSMAN BLVD
LAKELAND, FL 33803
PHONE (863)665-7867
FAX (863)666-5649
CREDIT@TENCARVA.COM
WWW.HUDSONPUMP.COM

REMIT TO BY MAIL/ONLINE:
TENCARVA MACHINERY
PO BOX 409897
ATLANTA, GA 30384

WWW.TENCARVA.COM

REMIT BY ACH:
RECEIVING BANK: BANK OF AMERICA, N.A.
ABA/ROUTING #: 053000196
ACCOUNT #: 000021-208-186

EMAIL FOR REMITTANCE: PAYMENTS@TENCARVA.COM



Council Communication

To: Mayor and Village Council
From: A.J. Engelmeyer, Public Works Director
Date: August 7, 2024
SUBJECT: **Resolution Approving the Ranking of the RFP 24-13 Evaluation Committee for a Full Renovation and Upgrade of the Public Restroom Facility at the Library Beach Park TAB 12**

Background:

The bathroom at Library Beach was identified by staff as needing renovation improvements due to deteriorating conditions caused over time. The interior components and access doors are beyond repair. The interior components, lighting, fixtures and doors will be replaced, and the walls and flooring will be refinished and painted throughout the interior and exterior of the building. Renovation of the bathroom facility would complete the Village's intent to provide an updated and accessible park facility and improve the experience of visitors.

Analysis:

On June 7, 2024, the Village issued Request for Proposals ("RFP") 24-13 with the objective to enter into an agreement with an experienced contractor who shall furnish all necessary expertise, personnel, tools, materials, equipment, supervision, in a timely and responsive timeframe to complete the Project to renovate the bathrooms at Library Beach Park.

The Village received one (1) proposal in response to RFP 24-13 by the submission deadline of July 9, 2024. The RFP was advertised for a total of 32 days on (1) the Village's website; (2) DemandStar; and (3) the Village's Facebook page.

To evaluate the proposals, the Village Manager appointed an RFP 24-13 Evaluation Committee (the "Committee") comprised of Public Works and Wastewater Director, Andrew Engelmeyer, Public Works Coordinator, Kristiana Patience and Chief Building Official Sheila Denoncourt. On July 15, 2024, the Committee members met to discuss the single proposal received. The Committee agreed that the proposal was responsive to the bid document, and they agreed to recommend to the Village Council that the Village enter into an Agreement with CBT Construction.

Adoption of the attached Resolution would approve the recommendation of the RFP 24-13 Evaluation Committee and the recommended selection of CBT Construction for the project. The proposed Resolution would also authorize the Village Manager and Village Attorney to negotiate and enter into an agreement with CBT Construction for the requested services in substantially the form of Agreement provided as an exhibit to RFP 24-13 and provided hereto as Exhibit "1" to the proposed Resolution. The proposal from CBT Construction is provided as Exhibit "A" to the form of Agreement.

Budget Impact:

The total cost of the Project is expected not to exceed \$95,000.00. The revenue source for the Village's cost would be local government discretionary sales surtax accounted for in the Capital Project Fund. The Capital Project Fund currently includes \$50,000.00 in the Library Beach Bathroom Renovation capital outlay account for this project. If approved, staff would present a budget amendment to increase the capital outlay account budget by \$45,000.00.

Staff Impact:

The Public Works and Wastewater Director assisted by the Public Works Coordinator would act as Project Manager.

Recommendation:

It is recommended that the Village Council adopt the attached resolution, thereby approving the selection of CBT Construction for the renovation of bathrooms at Library beach Park and authorizing the Village Manager and Village Attorney to negotiate and enter into an agreement.

- Attachments:**
1. Resolution
 2. Exhibit 1
 3. Exhibit A

RESOLUTION NO. 24-

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING THE FINAL RANKINGS AND RECOMMENDATIONS OF THE RFP 24-13 EVALUATION COMMITTEE FOR LIBRARY BEACH BATHROOM FACILITY RENOVATION; AUTHORIZING THE VILLAGE MANAGER 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 FOR AN EFFECTIVE DATE

WHEREAS, on June 7, 2024, the Village issued Request for Proposals ("RFP") 24-13 to solicit proposals from qualified contractors to complete a full renovation and upgrade the public restroom facility at the Library Beach Park; and

WHEREAS, the Village Manager established an RFP 24-13 Evaluation Committee (the "Committee") to review responsive proposals and make a recommendation to the Village Council for the selection of a service provider; and

WHEREAS, the Committee reviewed the one (1) proposal received using the selection criteria detailed in RFP 24-13 and recommends CBT Construction for the requested services for an amount not to exceed Ninety Five Thousand and 00/100 Dollars (\$95,000.00); and

WHEREAS, the Village Council finds that approval of the Agreement with CBT Construction for the Library Beach bathroom facility renovation 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 for bathroom facility renovation.

Section 3. **Authorization of Village Officials.** The Village Manager and/or his designee and the Village Attorney are authorized to negotiate an agreement with CBT Construction, substantially in the form attached hereto as Exhibit "1".

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

Section 5. **Authorization of Fund 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 for the Services and to present budget amendments to the Village Council as necessary and appropriate.

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

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 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

CBT CONSTRUCTION DEVELOPMENT, INC.

a Florida profit corporation, authorized to do business in the State of Florida, hereinafter

"CONTRACTOR."

WITNESSETH:

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

Article I. PREAMBLE

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

Section 1.01 The VILLAGE is in need of an independent experienced contractor to complete a full renovation and upgrade the public restroom facility at the Library Beach Park in a timely and responsive timeframe (the "Project").

Section 1.02 On June 7, 2024, the VILLAGE issued Request for Proposals No. 24-13 for the Project, including all Exhibits and Addenda (the "RFP").

Section 1.03 On July 9, 2024, the VILLAGE received a proposal from CONTRACTOR, for completion of the Project as expressed in the RFP.

Section 1.04 The CONTRACTOR's proposal was the only proposal received in response to the RFP. The evaluation committee evaluated the proposal in accordance with the RFP and determined that CONTRACTOR was a responsive and responsible proposer for the Project.

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

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

Article II. SCOPE OF WORK

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

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

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

Section 2.04 None of the work or services under this Agreement for the Project shall be subcontracted by CONTRACTOR, unless CONTRACTOR obtains prior written consent from the VILLAGE. Approved subcontractors shall be subject to each provision of this Agreement and CONTRACTOR shall be responsible and indemnify the VILLAGE for its subcontractors' negligent 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 **Ninety Five Thousand and no/100 Dollars (\$95,000.00)**.

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
- (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.

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 shall indemnify and hold harmless the VILLAGE and its officers and employees from liabilities, damages, losses, and costs, including but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONTRACTOR and other persons employed or utilized by the CONTRACTOR, in the performance of the 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, for reasons other than the Villages breach of this Agreement, 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"; any 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, upon payment to CONTRACTOR pursuant to the payment terms of this Agreement.

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 Noncoercive Conduct for Labor or Services. In accordance with Section 787.06, Florida Statutes, the CONTRACTOR has attested to the affidavit incorporated herein that CONTRACTOR does not use coercion for labor or services.

Section 12.10 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 Development, Inc.
87999 Overseas Hwy., Islamorada, FL 33036
Chris@cbtconstruct.com

Section 12.11 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 12.12 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 12.13 Headings. Headings herein are for convenience of reference only and shall not be considered on any interpretation of this Agreement.

Section 12.14 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 12.15 Governing Law. This Agreement shall be governed by the laws of the State of Florida with venue lying in Monroe County, Florida.

Section 12.16 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 12.17 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 12.18 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 THE RFP SHALL BE INSERTED IN AGREEMENT
BEGINNING ON THE FOLLOWING PAGE]**

Affidavit Attesting to Noncoercive Conduct for Labor or Services

Nongovernment Entity name: _____ ("**Vendor**")

Vendor FEIN: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone number: _____ Email Address: _____

As a nongovernmental entity executing, renewing, or extending a contract with a government entity, **Vendor** is required to provide an affidavit under penalty of perjury attesting that **Vendor** does not use coercion for labor or services in accordance with Section 787.06, Florida Statutes.

As defined in Section 787.06(2)(a), coercion means:

1. Using or threatening to use physical force against any person;
2. Restraining, isolating, or confining or threatening to restrain, isolate, or confine any person without lawful authority and against her or his will;
3. Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or service are not respectively limited and defined;
4. Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
5. Causing or threatening to cause financial harm to any person;
6. Enticing or luring any person by fraud or deceit; or
7. Providing a controlled substance as outlined in Schedule I or Schedule II of Section 893.03 to any person for the purpose of exploitation of that person.

As a person authorized to sign on behalf of **Vendor**, I certify that **Vendor** does not use coercion for labor or services in accordance with Section 787.06.

Written Declaration

Under penalties of perjury, I declare that I have read the foregoing Affidavit and that the facts stated in it are true.

By: _____
Authorized Signature

Print Name and Title: _____

Date: _____

[SIGNATURE PAGE TO AGREEMENT]

IN WITNESS WHEREOF, the parties have executed this Agreement: 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

WITNESS:

Print Name:_____

By:_____

Print Name:_____

Title:_____

Date:_____

Exhibit "A"
FORM OF CONTRACTOR'S PROPOSAL

Exhibit "B"

PROJECT TIMELINE



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

07/09/2024

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

On behalf of CBT Construction and Development, Inc., I am pleased to submit our response to the RFP for the remodeling of the Library Beach Bathrooms. 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.

A handwritten signature in black ink, appearing to read "Chris Trentine".

Key Personel

Below you will find a list of all professional staff that will be involved in this project.

Title	Reports to	Name
President		Christopher Trentine
General Manager	President	Matthew Turk
Office Manager	President	Vicky Blais
Design and Development Manager	General Manager	Dylan Rzepka
Sales and Estimation Manager	General Manager	Charles Daniels
Permitting Coordinator	Office Manager	Casaundra Wood
Project Manager	General Manager	Emory Bottorff

Recently Completed Projects

- **Ocean Studies Charter School**
 - Completed 2019'
 - Remodel the existing building and add a second floor (Approx. 8,000 sq. ft)
 - Project Cost: \$2,500,000.00
- **Peaceful Palms**
 - Completed 2021'
 - 15-unit, five triplex, residential gated community with a pool and dockage (Approx 18,000 sq. ft in residences)
 - Project Cost \$11,000,000.00
- **Anglers Clubs Guard House**
 - Completed end of 2023'
 - New guard shack with automatic gates and video surveillance and repaving of the club entrance, exit, and shack lanes (Approx 200 sq. ft Shack)
 - Project Cost \$390,000.00
- **Reef Environmental**
 - Projected Completion Early 2024'
 - Build new office, classrooms, and exhibit space (Approx. 4,860 sq. ft.)
 - Project Cost: \$2,350,000.00
- **Wesley House Family Services**
 - Projected completion early 2024'
 - Remodel the existing building and add an addition (Approx. 9,000 sq. ft.)
 - Project Cost: 3,500,000.00

CBT | CONSTRUCTION DEVELOPMENT

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

List of Owners

Credit references:

- Estate Services - PO Box 373006, Key Largo, FL 33037 305-451-5223
- Custom Electric - 125 Artic Ave, Tavernier, FL 33070 - 305-942-1485
- Charter Pest Control - PO Box 3006 Key Largo, FL 33037 - (305)451-3389

Client Reference:

- Dunbar Partners (Tim Moran) tmoranpb@yahoo.com
- 257 Dunbar Rd
- Palm Beach, FL 33480
- Habitat for Humanity of the Upper Keys (lindsay@habitatupperkeys.org)
- PO Box 2151
- Key Largo, FL 33037
- Joel Peterson (joel@joelpetersonhomes.com)
- 516 East Front St
- Traverse City, MI 4968

CBT | CONSTRUCTION DEVELOPMENT

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

Issued: 7/9/2024

Project Overview: We propose remodeling the bathroom at 81850 Overseas Highway, Islamorada, FL 33036. The scope of work includes updating fixtures, enhancing functionality, and improving aesthetics to create a modern and comfortable bathroom space.

Scope of Work:

1. Demolition and Removal:

- Remove existing fixtures, including Partitions, entry doors, toilets, sinks, water fountains, light fixtures, and tiles.
- Dispose of debris responsibly.

2. Plumbing:

- Connect new fixtures to the existing plumbing system.
- Ensure proper drainage and water supply.

3. Electrical:

- Upgrade electrical wiring and outlets to current code standards.
- Install appropriate lighting fixtures as per client's preferences.

4. Carpentry and Construction:

- Install new partitions in both restrooms.
- Replace all exterior doors

5. Stucco and Flooring:

- Stucco interior walls per agreed design.
- Apply epoxy floors in both bathrooms.
- Ensure waterproofing and sealing for durability.

6. Fixtures and Accessories:

- Install new toilets, sinks, and faucets.
- Mount mirrors, changing stations, and other accessories.

7. Painting and Finishing:

- Prime and paint walls on the interior and exterior.

8. Permitting and Inspection

- We will supply permits and call for inspections as required by Local and State ordinances

Cost Estimate:

- Total Estimated Cost: Not to exceed \$95,000.00

Payment Terms:

- 50% deposit before commencement, 50% upon satisfactory completion

Client Responsibilities:

- Provide access to the property during agreed-upon times.
- Make decisions promptly on design choices and materials.

Benefits:

- Enhanced functionality and aesthetics of the bathroom space.
- Increased property value and market appeal.

(This proposal is valid for 90 days from the date issued)

Chris Trentine

Project Timeline

The project shall take approximately 75 Days from the beginning of work to completion.

The proposed timeline is as follows:

Mobilization and Site Security	5 Days
Demolition and Debris Removal	20 Days
Repair of Interior and Exterior Surfaces	15 Days
Installation of Partitions and Fixtures	25 Days
Final Paint and Punch Out	10 Days

Warranty Statement

This warranty covers items installed and work conducted by CBT Construction & Development for a period of 1 year from the date of completion. We warrant our workmanship to be free from defects and will remedy any issues that arise due to faulty installation or workmanship within this period.

Coverage:

- The warranty covers the repair or replacement of any faulty items or workmanship identified within the warranty period.
- It includes all necessary labor and materials required to correct the issue.

Exclusions:

- This warranty does not cover damage resulting from misuse, negligence, accidents, or acts of nature.
- It does not cover items or work not installed or conducted by CBT Construction & Development.

Claims Process:

- To make a warranty claim, please contact us at 305-852-3002.
- Provide details of the issue, along with proof of purchase and installation.

Limitation of Liability:

- CBT Construction & Development shall not be liable for any consequential or incidental damages arising out of the use or inability to use the products or services covered by this warranty.

Disclaimer:

- This warranty is in lieu of all other warranties, express or implied, including any implied warranty of merchantability or fitness for a particular purpose.

By accepting our services, you acknowledge and agree to the terms of this warranty.



[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

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XV. CONTACT PROVISION AND REQUIRED FORMS FOR SUBMITTAL WITH PROPOSALS

Any contracts or agreements awarded under this RFP may be funded in full or in part by a federal grant. Neither the United States nor any of its departments, agencies or employees is or will be a party to this RFP or any resulting contract.

The contract provisions, Federal contract provisions and FEMA contract provision listed below and provided on the following pages are made a part of this RFP and shall be made part of the agreement awarded through the RFP. All bidders are required to complete and sign the three documents noted as requiring signature and submittal with proposal.

Contract Provisions

1. REMEDIES
2. TERMINATION FOR CAUSE AND CONVENIENCE
3. DAVIS BACON ACT
4. EQUAL EMPLOYMENT OPPORTUNITY/NOTICE OF AFFIRMATIVE ACTION
5. COPELAND ANTI-KICKBACK ACT
6. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT
7. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT
8. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT
9. PROCUREMENT OF RECOVERED MATERIALS
10. CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS
11. RETENTION OF RECORDS
12. DEBARMENT AND SUSPENSION - *Requires signature and submittal with proposal*
13. BYRD ANTI-LOBBYING AMENDMENT - *Requires signature and submittal with proposal*

Additional Contract Terms – Combined into one document - *Requires signature and submittal with proposal*

ACCESS TO RECORDS
CHANGES/MODIFICATIONS
NON-USE OF OFFICIAL SEAL, LOGO AND FLAGS
COMPLIANCE WITH FEDERAL LAW, REGULATIONS AND EXECUTIVE ORDERS
NOT OBLIGATION BY THE FEDERAL GOVERNMENT
PROGRAM FRAUD AND FALSE/FRAUDULENT STATEMENTS OR RELATED ACTS

1. REMEDIES FOR BREACH

In addition to all other remedies included in this FEMA Appendix, Contractor shall, at a minimum, be liable to the Village for all foreseeable damages it incurs as a result of Contractor violation or breach of the terms of the contract. This includes without limitation any costs incurred to remediate defects in Contractor's services and/or the additional expenses to complete Contractor's services beyond the amounts agreed to in the contract, after Contractor has had a reasonable opportunity to remediate and/or complete its services as otherwise set for in the contract. All remedies provided for in the contract may be exercised individually or in combination with any other remedy available hereunder or under applicable laws, rules and regulations. The exercise of any remedy shall not preclude or in any way be deemed to waive any other remedy.

2. TERMINATION FOR CAUSE AND CONVENIENCE

Any Agreement resulting from a procurement activity by Islamorada, Village of Islands (the "VILLAGE") may be terminated by either party for cause, or the VILLAGE for convenience, upon ten (10) days written notice by the VILLAGE to CONTRACTOR in which event the CONTRACTOR shall be paid its compensation for services performed to termination date. In the event that the CONTRACTOR abandons this Agreement or causes it to be terminated, he shall indemnify the VILLAGE against any loss pertaining to this termination up to a maximum of the full contracted fee amount. All finished or unfinished documents, data, studies, plans, surveys, and reports prepared by CONTRACTOR shall become the property of VILLAGE and shall be delivered by CONTRACTOR to VILLAGE.

3. DAVIS BACON ACT

Applies to the Emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program. It DOES NOT apply to other FEMA grant and cooperative agreement programs, including the Public Assistance Program.

- a. All transactions regarding the contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.
- b. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.
- c. Additionally, contractors are required to pay wages not less than once a week.

4. EQUAL EMPLOYMENT OPPORTUNITY

During the performance of the contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of the contract or with any of the said rules, regulations, or orders, the contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for

further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

5. COPELAND ANTI-KICKBACK ACT

Applies to all contracts for construction or repair work above \$2,000 in situations where the Davis-Bacon Act also applies. It does not apply to the FEMA Public Assistance Program.

- a. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into the contract.
- b. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- c. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

6. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

- a. Standard. If the FEMA award meets the definition of "funding agreement" under 37C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the non-Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by FEMA. See 2 C.F.R. Part 200, Appendix II(F).
- b. Applicability. This requirement applies to "funding agreements," but it DOES NOT apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of "funding agreement."
- c. Funding Agreements Definition. The regulation at 37 C.F.R. § 401.2(a) defines "funding agreement" as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.."

7. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Applies to all FEMA contracts awarded by the non- federal entity in excess of \$100,000 under grant and cooperative agreement programs that involve the employment of mechanics or laborers. It is applicable to construction work. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) *Withholding for unpaid wages and liquidated damages.* Islamorada, Village of Islands shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

8. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

Clean Air Act

This requirement applies to contracts awarded by a non-federal entity of amounts in excess of \$150,000 under a federal grant.

1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. The contractor agrees to report each violation to Islamorada, Village of Islands, and understands and agrees that Islamorada, Village of Islands will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
2. The contractor agrees to report each violation to the Islamorada, Village of Islands, and understands and agrees that Islamorada, Village of Islands will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

9. PROCUREMENT OF RECOVERED MATERIALS

The Contractor agrees to comply with all applicable requirements of Section 6002 of the Solid Waste Disposal Act as amended by the Resource Conservation and Recovery Act.

In the performance of the contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

1. Competitively within a timeframe providing for compliance with the contract performance schedule;
2. Meeting contract performance requirements; or
3. At a reasonable price.

In performance of the contract, the Contractor shall procure solid waste management services in a manner that maximizes energy and resource recovery and establish an affirmative procurement program for procurement of recovered materials identified in EPA guidelines.

Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

10. CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

In accordance with 2 C.F.R. §200.321, the Consultant/Contractor shall take the following affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used whenever possible:

- i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- ii. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- iii. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- v. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- vi. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs i. through v. of this subparagraph.

b. The requirement outlined in subparagraph a. above, sometimes referred to as "socioeconomic contracting," does not impose an obligation to set aside either the solicitation or award of a contract to these types of firms. Rather, the requirement only imposes an obligation to carry out and document the six affirmative steps identified above.

c. The "socioeconomic contracting" requirement outlines the affirmative steps that the Consultant/Contractor must take; the requirements do not preclude the Consultant/Contractor from undertaking additional steps to involve small and minority businesses and women's business enterprises.

d. The requirement to divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises, does not authorize the Consultant/Contractor to break a single project down into smaller components in order to circumvent the micro-purchase or small purchase thresholds so as to utilize streamlined acquisition procedures (e.g. "project splitting").

11. RETENTION OF RECORDS

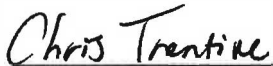
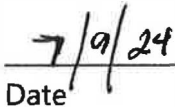
Financial records, supporting documents, statistical records, and all other non-Federal entity records pertinent to a Federal award must be retained for a period of three (3) years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or passthrough entity in the case of a subrecipient. Federal awarding agencies and pass-through entities must not impose any other record retention requirements upon non-Federal entities. The only exceptions are the following:

- (a) If any litigation, claim, or audit is started before the expiration of the three (3)-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.
- (b) When the non-Federal entity is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period.
- (c) Records for real property and equipment acquired with Federal funds must be retained for three (3) years after final disposition.
- (d) When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the three (3)-year retention requirement is not applicable to the non-Federal entity.
- (e) Records for program income transactions after the period of performance. In some cases recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned.
- (f) Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).

- (1) If submitted for negotiation. If the proposal, plan, or other computation is required to be submitted to the Federal government (or to the pass-through entity) to form the basis for negotiation of the rate, then the three (3)-year retention period for its supporting records starts from the date of such submission.
- (2) If not submitted for negotiation. If the proposal, plan, or other computation is not required to be submitted to the Federal government (or to the pass-through entity) for negotiation purposes, then the three (3)-year retention period for the proposal, plan, or computation and its supporting records starts from the end of the fiscal year (or other accounting period) covered by the proposal, plan, or other computation.

12. SUSPENSION AND DEBARMENT

- (1) The 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_____
Name and Title of Authorized Certifying Official_____
Date

13. BYRD ANTI-LOBBYING AMENDMENT, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

If applicable, contractors must sign and submit to the non-federal entity the following certification: APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING. The certification is found on the next page.

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

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

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



Signature of Authorized Certifying Official



Name and Title of Authorized Certifying Official

7/9/24
Date

Sign and Submit

ADDITIONAL CONTRACT TERMS FOR FEDERAL AND FEMA FUNDED PROJECTS

The following clauses will form part of the agreement between Islamorada, Village of Islands and the Contractor resulting from this RFP.

A. Access to Records:

The following access to records requirements shall apply to the contract.

1. The Contractor agrees to provide Islamorada, Village of Islands, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to the contract for the purposes of making audits, examinations, excerpts, and transcriptions.
2. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
3. The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
4. In compliance with the Disaster Recovery Act of 2018, Islamorada, Village of Islands and the Contractor acknowledge and agree that no language in the contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

B. Changes to the Contract:

Any changes to the contract between Islamorada, Village of Islands and the Contractor modification, change order, or constructive change must be allowable, allocable, within the scope of the grant or cooperative agreement, and reasonable for the completion of project scope.

C. Non-use of DHS Seal, Logo, and Flags: The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of HSS agency officials without specific FEMA pre-approval.

D. Compliance with Federal Law, Regulations, and Executive Orders: This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures and directives.

E. No Obligation by Federal Government: The Federal Government is not a party to the contract and is not subject to any obligations or liabilities to the non-Federal

entity, contractor, or any other party pertaining to any matter resulting from the contract.

- F. **Program Fraud and False or Fraudulent Statement or Related Facts:** The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to the contract.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Affidavit Attesting to Noncoercive Conduct for Labor or Services

Nongovernment Entity name: CBT Construction & Development ("Vendor")

Vendor FEIN: 20-8610499

Address: 878891 Overseas Hwy

City: Islamorada State: Florida Zip: 33036

Phone number: 305 952 3002 Email Address: Chris@CBTConstruction.com

As a nongovernmental entity executing, renewing, or extending a contract with a government entity, **Vendor** is required to provide an affidavit under penalty of perjury attesting that **Vendor** does not use coercion for labor or services in accordance with Section 787.06, Florida Statutes.

As defined in Section 787.06(2)(a), coercion means:

1. Using or threatening to use physical force against any person;
2. Restraining, isolating, or confining or threatening to restrain, isolate, or confine any person without lawful authority and against her or his will;
3. Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or service are not respectively limited and defined;
4. Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
5. Causing or threatening to cause financial harm to any person;
6. Enticing or luring any person by fraud or deceit; or
7. Providing a controlled substance as outlined in Schedule I or Schedule II of Section 893.03 to any person for the purpose of exploitation of that person.

As a person authorized to sign on behalf of **Vendor**, I certify that **Vendor** does not use coercion for labor or services in accordance with Section 787.06.

Written Declaration

Under penalties of perjury, I declare that I have read the foregoing Affidavit and that the facts stated in it are true.

By: 

Authorized Signature

Print Name and Title: Chris Trentine President

Date: 7/9/21

APPENDIX A

ACKNOWLEDGMENT OF ADDENDA AND DOCUMENTS

The Proposer hereby acknowledges the receipt of the following addenda issued by the Village and incorporated into and made part of this RFP. In the event the Proposer fails to include any addenda in the table below, submission of this form shall constitute acknowledgment of receipt of all addenda, whether or not received by him/her.

ADDENDUM NUMBER	DATE RECEIVED
<u>1</u>	<u>6/27/24</u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>
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<u> </u>	<u> </u>

In addition to the addenda listed above, I acknowledge receipt of the Affidavit Attesting to Noncoercive Conduct for Labor or Services or Services and if awarded an Agreement with the Village will execute the affidavit attesting that my business does not use coercion for labor or services.


Signature

Chris Trentini
Print name

President
Title

7/9/24
Date

Affidavit
For Certification as a Local Business

State of Florida
County of Monroe

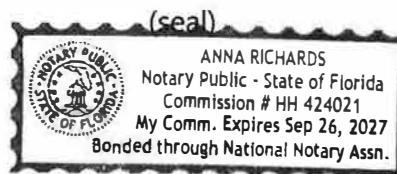
BEFORE ME, the undersigned authority, personally appeared Chris Trentine
(Affiant's Name), as President (Title) of CBT Construction
(Name of Company), a corp. (Type of Entity), who after
having been sworn, deposes and states:

1. My name is Chris Trentine.
2. I am the President (Title) of CBT Construction & Development
(Name of Firm), and I have personal knowledge of the facts stated herein.
3. CBT Construction & Development (Name of Company) seeks certification as a
local business pursuant to Ordinance 2-327(e), Islamorada, Village of Islands, and RFP
19-08; and
4. CBT Construction & Development (Name of Company) has a current Monroe
County occupational license or business tax receipt, with a principal office located at 8188 9th Avenue SE, Islamorada, FL 33036
(Physical Address), which is between MM 72.658 and the Miami-Dade County
boundary line; and
5. The principal office has been established a minimum of 18 consecutive months prior
to the date of solicitation of ITB 23-20 and operates or performs business on a
day-to-day basis that is a substantial component of the goods or services being offered
to the Village; and
6. A minimum of 51 percent of the labor or personnel used to perform the purchase
contract reside in the Upper Keys (MM72.658 to the Miami-Dade County boundary
line) at the time of submittal; and
7. A minimum of 51 percent of the business' owners reside in the Upper Keys (MM 72.658
to the Miami-Dade County boundary line) at the time of submittal.

Chris Trentine
Affiant

Sworn to and subscribed before me, this 9 day of July, 2024.
☒ Personally known
☐ Produced identification
_____ Type of identification produced

[Signature]
Notary Public



Village Code Section 2-237(e) Preference for local businesses.

- (1) Local preference shall apply for purchases of or contracts for material, supplies, equipment, improvements, or services in the following manner:
 - (a) Any local business shall receive a preference bonus of ten percent for purchases or contracts less than \$100,000.00.
 - (b) Any local business shall receive a preference bonus of five percent for purchases or contracts which are \$100,000.00 or more but less than \$500,000.00.
 - (c) Any local businesses shall receive a preference bonus of two and one-half percent for purchases or contracts which are \$500,000.00 or more.
- (2) For purposes of this subsection, the term "local business" shall mean the following:
 - (a) A business with a current required Monroe County occupational license or business tax receipt, which has a principal office located within the Upper Keys (Upper Keys shall be defined as that geographical area located from the southern boundary of the village at MM 72.658 north to the Miami-Dade County boundary line); and
 - (b) The principal office has been established a minimum of 18 consecutive months prior to the date of the solicitation of the purchase or contract and operates or performs business on a day-to-day basis that is a substantial component of the goods or services being offered to the village; and
 - (c) A minimum of 51 percent of the labor or personnel used to perform the purchase or contract reside in the Upper Keys at the time of submittal; and
 - (d) A minimum of 51 percent of the business' owners reside in the Upper Keys at the time of submittal.
 - (e) Post office boxes are not verifiable and shall not be used for the purpose of establishing a physical address pursuant to this subsection.
 - (f) Any business seeking certification as a local business shall execute and submit to the village an affidavit, in a form provided by the village, certifying that it meets the criteria established for a determination as a local business. The affidavit shall be submitted and kept on file with the village and updated at the time of submittal of any bid or proposal.
- (3) Exemption: The local preference provided for by this subsection shall not be applied where the application of the preference would conflict with federal law, state law or the conditions of any funding source for the purchase or contract.
- (4) Waiver: The application of local preference to a particular purchase or contract for which the village council is the awarding authority may be waived by the village council prior to the solicitation of the purchase or contract.
- (5) Notice: Both bid documents and request for proposal documents shall include notice of the local preference policy and any applicable waiver in accordance with subsection 2-237(e)(4) above.
- (6) Penalties:
 - (a) Misrepresentation. Any vendor, contractor, or firm who fails to act in good faith and misrepresents the local preference status as determined by the village manager in any bid or proposal submitted to the village for the purchases of or contracts for materials, supplies, equipment, improvements, or services shall:
 - (1) Lose the privilege to submit a bid or proposal to the village for a period of up to one year from the date the misrepresentation was discovered; and
 - (2) Pay a penalty equal to the difference between the original purchase or contract award and the next lowest responsive, responsible bidder and pay an additional ten percent penalty based upon the original value of the purchase or contract awarded.
 - (b) Failure to maintain local business preference qualifications. Any vendor, contractor, or firm that fails to maintain its local preference status which resulted in the awarded contract shall be in breach of the contract and may be subject to termination of the contract, suspension of payments under the contract, and loss of the local preference status on the contract.
 - (c) Prior to the imposition of penalties provided for in 2-237(e)(6)(a) or (b) above, any vendor, contractor, or firm shall be entitled to notice from the village and an evidentiary hearing before the village council. Such hearing request shall be filed with the village clerk within 20 calendar days from receipt of the notice.



Council Communication

To: Mayor and Village Council
From: Terry Abel, Fire Chief
Date: August 7, 2024
SUBJECT: **Resolution Approving the Ranking, Recommendation, and Agreement for RFP 24-12 Emergency Generator Maintenance and Repair TAB 13**

Background:

Islamorada, Village of Islands (the "Village") currently has 15 generators at various Village owned properties throughout the Village. Six (6) generators are installed at our wastewater facilities, three (3) are installed at our fire stations/Administrative Center, and the remaining six (6) generators are large portable generators procured via HMGP process in case any of the Village facilities require back up generation for unforeseen operations or during an emergency. The Village previously had a contract for generator services and wished to update the contract to include the six (6) portable generators and to see if any additional options for the services were available.

An RFP (RFP 24-12) was originally issued June 5, 2024 and was due July 9, 2024. The RFP was advertised for 34 days on Village website, DemandStar, Facebook, Constant contacts, and published in the Keys Weekly newspaper. The Village received two (2) proposals in response to this RFP within the given timeline for submittal. On July 17, 2024 the evaluation committee of four (4) staff members met, Abel, Engelmeyer, Griffeth to review/score and Swaney to moderate the process, to review the submittals from both firms.

Analysis:

The Village received a total of two (2) qualifying proposals in response to RFP 24-12, with one (1) additional proposal received after the deadline and immediately disqualified and not reviewed by staff or committee. The proposals received were from Islamorada Power and Quality Power Services. Evaluation Committee (the "Committee") was convened to evaluate and rank the proposals. Cost was not the only factor considered during an evaluation. Consideration was also given to each firm's organization, experience, references, qualifications and proposed response timelines.

The two responsive proposals were reviewed and scored by the Committee in a publicly noticed meeting on July 17, 2024. A maximum of 100 points were available in the scoring system per Committee member, including the 10 points available for local preference. In this instance, the committee agreed to remove the local preference, as it is not allowed for federal reimbursements and parts of the contract could fall under reimbursement post a declared emergency. We did not disqualify a contract for that reason, with each proposal receiving a maximum of 300 points total. The RFP was advertised per federal requirements and all supporting documents were part of the RFP process and contract. The Committee ranked the proposals as follows according to the criteria and point system provided in the RFP.

Rank	Proposer/Firm Name	Points
1	Islamorada Power	267
2	Quality Power Services	154

Following discussion and calculation of the scoring, the committee members agreed to make a recommendation to Council to approve Islamorada Power for the contract with the selection of Option 1, which includes maintenance and servicing of all generators on a quarterly basis, a full annual inspection with fluid servicing, load testing of fixed units monthly and portable units quarterly to ensure readiness.

Adoption of the proposed Resolution would approve the ranking of the RFP 4-12 Evaluation Committee and the recommended selection of Islamorada Power for the contract. The Resolution would also authorize the Village Manager and Village Attorney to enter into an agreement with Islamorada Power 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.

Budget Impact:

Village staff have identified the operations accounts under Repair and Maintenance for Fire Rescue, Public Works and Wastewater as an appropriate funding source for this service and contract costs. All departments already have the expense incurred in their respective departments and do not foresee any additional costs with approval of this resolution.

Staff Impact:

The Village Attorney would move forward with finalizing the Agreement for services. Village staff, including the Fire Rescue and Public Works/Wastewater Director, would communicate with Islamorada Power to coordinate the timing of the services. The Village Finance Department would track expenditures.

Recommendation:

It is recommended that the Village Council adopt the attached Resolution, thereby approving the selection of Islamorada Power. Adoption of the attached Resolution also authorizes the Village Manager and Village Attorney to enter into an Agreement for the services and authorizes the Village Manager to expend budgeted funds.

- Attachments:**
1. Resolution approving agreement with islamorada power for emergency generators maintenance
 2. Exhibit 1 RFP 24 12 Agreement For Maintenance and Repair of Emergency Generator

RESOLUTION NO. 24-

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING THE FINAL RANKINGS AND RECOMMENDATIONS OF THE RFP 24-12 EVALUATION COMMITTEE FOR SELECTION OF A CONTRACTOR FOR EMERGENCY GENERATOR REPAIR AND MAINTENANCE; 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 emergency generator systems to ensure the continuity of operations for Emergency Management, Fire Rescue, and sanitary sewer: and

WHEREAS, the Village is seeking a multi-year Agreement with a Florida licensed contractor to provide scheduled maintenance and repair services as well as emergency repair services for the generator systems; and

WHEREAS, on June 5, 2024, the Village issued Request for Proposals (RFP) 24-12 to solicit proposals from qualified contractors to provide scheduled and emergency maintenance and repair services for the Village's emergency backup generators and transfer switches (the "Services"); 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 for the Services; and

WHEREAS, the Committee reviewed the two (2) proposals received by the submittal deadline using the selection criteria detailed in RFP 24-12 and recommends selection of the highest-ranked proposal from Islamorada Power, Inc. for the Services at the Scheduled Maintenance Prices and Unscheduled and Emergency Maintenance and Repair Prices proposed by Islamorada Power, Inc. in its proposal; and

WHEREAS, the Village Council finds that approval and selection of Islamorada Power, Inc. and entering into a multi-year Agreement for the Services is in the best interest of the Village and its residents.

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

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

Section 2. **Approval of Selection.** The Village Council hereby approves the selection of Islamorada Power, Inc. to provide the Services.

Section 3. **Authorization of Village Officials.** The Village Manager and/or his designee and the Village Attorney are authorized to negotiate an agreement with Islamorada Power, Inc. substantially in the form attached hereto as Exhibit "1" (the "Agreement"), for the Services in the dollar amounts found on the Scheduled Maintenance Prices and Unscheduled and Emergency Maintenance and Repair Prices contained in the proposal attached as Exhibit "A" to the Agreement.

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

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

AGREEMENT

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

ISLAMORADA, VILLAGE OF ISLANDS

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

and

ISLAMORADA POWER, INC.

a profit corporation authorized to do business in the State of Florida, hereinafter

"CONTRACTOR."

WITNESSETH:

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

Article I. PREAMBLE

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

Section 1.01 The VILLAGE is in need of an independent experienced contractor to provide scheduled and emergency maintenance and repair services for emergency backup generators and transfer switches in a timely and responsive timeframe (the "Services").

Section 1.02 On June 5, 2024, the VILLAGE issued Request for Proposals No. 24-12 for the Services, including all Exhibits and Addenda (the "RFP").

Section 1.03 On July 9, 2024, the VILLAGE received a proposal from CONTRACTOR, for the Services 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 Services.

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 Services.

Section 1.06 VILLAGE and CONTRACTOR desire to enter into this Agreement for the completion of the Services 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 to complete the Services 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 Services 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 Services 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 its subcontractors' negligent 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 Schedule of Services to be provided to the CONTRACTOR by the VILLAGE. CONTRACTOR shall complete all work in a timely manner in accordance with the Schedule of Services.

Section 3.02 Anything to the contrary notwithstanding, minor adjustment to the Schedule of Services 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".

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 Services 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. The CONTRACTOR shall provide the manufacturer's warranty on all replacement parts installed.

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 Services 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 site of the Services 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 shall indemnify and hold harmless the VILLAGE and its officers and employees from liabilities, damages, losses, and costs, including but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONTRACTOR and other persons employed or utilized by the CONTRACTOR, in the performance of the 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 Services must be in accordance with the provisions of the Code of Ordinances of the VILLAGE and must be contained in a written amendment, executed by the parties hereto, with the same formality and with equality and dignity prior to any deviation from the terms of this Agreement, including the initiation of any additional or extra work to complete the Services. Each amendment shall at a minimum include the following information on the Services:

NAME OF SERVICES
DESCRIPTION OF SERVICES
ESTIMATED COST
ESTIMATED COST FOR ADDITION OR CHANGE TO SERVICES
ESTIMATED COMPLETION DATE OF SERVICES

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, for reasons other than the Villages breach of this Agreement, 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 shall remain in effect for a term of twelve (12) months unless terminated earlier under Section 10.01. At its sole discretion, the VILLAGE shall have an option to renew this Agreement in accordance with the same terms and conditions for five (5) additional one (1) year periods. Such renewal shall be effective upon receipt of a written notice from the VILLAGE to the CONTRACTOR, received no later than thirty (30) days prior to the date of termination.

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"; any 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, upon payment to CONTRACTOR pursuant to the payment terms of this Agreement.

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 Noncoercive Conduct for Labor or Services. In accordance with Section 787.06, Florida Statutes, the CONTRACTOR has attested to the affidavit incorporated herein that CONTRACTOR does not use coercion for labor or services.

Section 12.10 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: Alan Cockerham
Islamorada Power, Inc.
88900 Overseas Hwy. #5
Tavernier, FL 33070
office@islamoradapower.com

Section 12.11 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 12.12 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 12.13 Headings. Headings herein are for convenience of reference only and shall not be considered on any interpretation of this Agreement.

Section 12.14 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 12.15 Governing Law. This Agreement shall be governed by the laws of the State of Florida with venue lying in Monroe County, Florida.

Section 12.16 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 12.17 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 12.18 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 THE RFP SHALL BE INSERTED IN AGREEMENT
BEGINNING ON THE FOLLOWING PAGE]**

1. REMEDIES FOR BREACH

In addition to all other remedies included in this FEMA Appendix, Contractor shall, at a minimum, be liable to the Village for all foreseeable damages it incurs as a result of Contractor violation or breach of the terms of the contract. This includes without limitation any costs incurred to remediate defects in Contractor's services and/or the additional expenses to complete Contractor's services beyond the amounts agreed to in the contract, after Contractor has had a reasonable opportunity to remediate and/or complete its services as otherwise set for in the contract. All remedies provided for in the contract may be exercised individually or in combination with any other remedy available thereunder or under applicable laws, rules and regulations. The exercise of any remedy shall not preclude or in any way be deemed to waive any other remedy.

2. TERMINATION FOR CAUSE AND CONVENIENCE

Any Agreement resulting from a procurement activity by Islamorada, Village of Islands (the "VILLAGE") may be terminated by either party for cause, or the VILLAGE for convenience, upon ten (10) days written notice by the VILLAGE to CONTRACTOR in which event the CONTRACTOR shall be paid its compensation for services performed to termination date. In the event that the CONTRACTOR abandons the Agreement or causes it to be terminated, he shall indemnify the VILLAGE against any loss pertaining to this termination up to a maximum of the full contracted fee amount. All finished or unfinished documents, data, studies, plans, surveys, and reports prepared by CONTRACTOR shall become the property of VILLAGE and shall be delivered by CONTRACTOR to VILLAGE.

3. DAVIS BACON ACT

Applies to the Emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program. It DOES NOT apply to other FEMA grant and cooperative agreement programs, including the Public Assistance Program.

- a. All transactions regarding the contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.
- b. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.
- c. Additionally, Contractors are required to pay wages not less than once a week.

4. EQUAL EMPLOYMENT OPPORTUNITY

During the performance of the contract, the Contractor agrees as follows:

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

(4) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of the contract or with any of the said rules, regulations, or orders, the contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions

may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of Contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a Contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon Contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

5. COPELAND ANTI-KICKBACK ACT

Applies to all contracts for construction or repair work above \$2,000 in situations where the Davis-Bacon Act also applies. It does not apply to the FEMA Public Assistance Program.

- a. Contractor. The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into the contract.
- b. Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- c. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

6. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

- a. Standard. If the FEMA award meets the definition of “funding agreement” under 37C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the non-Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by FEMA. See 2 C.F.R. Part 200, Appendix II(F).
- b. Applicability. This requirement applies to “funding agreements,” but it DOES NOT apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of “funding agreement.”
- c. Funding Agreements Definition. The regulation at 37 C.F.R. § 401.2(a) defines “funding agreement” as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any Contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph..”

7. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Applies to all FEMA contracts awarded by the non- federal entity in excess of \$100,000 under grant and cooperative agreement programs that involve the employment of mechanics or laborers. It is applicable to construction work. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(1) Overtime requirements. No Contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (b)(1) of this section the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) *Withholding for unpaid wages and liquidated damages.* Islamorada, Village of Islands shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) *Subcontracts.* The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

8. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

Clean Air Act

This requirement applies to contracts awarded by a non-federal entity of amounts in excess of \$150,000 under a federal grant.

1. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. The Contractor agrees to report each violation to Islamorada, Village of Islands, and understands and agrees that Islamorada, Village of Islands will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

1. The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
2. The Contractor agrees to report each violation to the Islamorada, Village of Islands, and understands and agrees that Islamorada, Village of Islands will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

9. PROCUREMENT OF RECOVERED MATERIALS

The Contractor agrees to comply with all applicable requirements of Section 6002 of the Solid Waste Disposal Act as amended by the Resource Conservation and Recovery Act.

In the performance of the contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

1. Competitively within a timeframe providing for compliance with the contract performance schedule;
2. Meeting contract performance requirements; or
3. At a reasonable price.

In performance of the contract, the Contractor shall procure solid waste management services in a manner that maximizes energy and resource recovery and establish an affirmative procurement program for procurement of recovered materials identified in EPA guidelines.

Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site,
<https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

10. CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

In accordance with 2 C.F.R. §200.321, the Consultant/Contractor shall take the following affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used whenever possible:

- i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- ii. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- iii. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- v. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- vi. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs i. through v. of this subparagraph.

b. The requirement outlined in subparagraph a. above, sometimes referred to as "socioeconomic contracting," does not impose an obligation to set aside either the solicitation or award of a contract to these types of firms. Rather, the requirement only imposes an obligation to carry out and document the six affirmative steps identified above.

c. The "socioeconomic contracting" requirement outlines the affirmative steps that the Consultant/Contractor must take; the requirements do not preclude the Consultant/Contractor from undertaking additional steps to involve small and minority businesses and women's business enterprises.

d. The requirement to divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises, does not authorize the Consultant/Contractor to break a single project down into smaller components in order to circumvent the micro-purchase or small purchase thresholds so as to utilize streamlined acquisition procedures (e.g. "project splitting").

11. RETENTION OF RECORDS

Financial records, supporting documents, statistical records, and all other non-Federal entity records pertinent to a Federal award must be retained for a period of three (3) years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or passthrough entity in the case of a subrecipient. Federal awarding agencies and pass-through entities must not impose any other record retention requirements upon non-Federal entities. The only exceptions are the following:

- (a) If any litigation, claim, or audit is started before the expiration of the three (3)-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.
- (b) When the non-Federal entity is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period.
- (c) Records for real property and equipment acquired with Federal funds must be retained for three (3) years after final disposition.
- (d) When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the three (3)-year retention requirement is not applicable to the non-Federal entity.
- (e) Records for program income transactions after the period of performance. In some cases recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned.
- (f) Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).
 - (1) If submitted for negotiation. If the proposal, plan, or other computation is required to be submitted to the Federal government (or to the pass-through entity) to form the basis for negotiation of the rate, then the three (3)-year retention period for its supporting records starts from the date of such submission.
 - (2) If not submitted for negotiation. If the proposal, plan, or other computation is not required to be submitted to the Federal government (or to the pass-through entity) for negotiation purposes, then the three (3)-year retention period for the proposal, plan, or computation and its supporting records starts from the end of the fiscal year (or other accounting period) covered by the proposal, plan, or other computation.

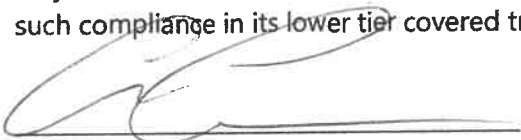
12. SUSPENSION AND DEBARMENT

(1) The 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

Alan Cockerham - President

Name and Title of Authorized Certifying Official

July 1, 2024

Date

13. BYRD ANTI-LOBBYING AMENDMENT, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

If applicable, Contractors must sign and submit to the non-federal entity the following certification: APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING. The certification is found on the next page.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING
Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

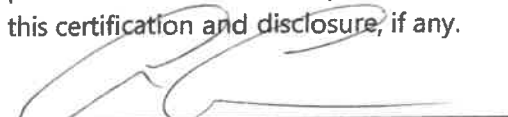
1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

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


Signature of Authorized Certifying Official

Alan Cockerham - President
Name and Title of Authorized Certifying Official

July 1, 2024
Date

ADDITIONAL CONTRACT TERMS FOR FEDERAL AND FEMA FUNDED PROJECTS

The following clauses will form part of the agreement between Islamorada, Village of Islands and the Contractor resulting from this RFP.

A. Access to Records:

The following access to records requirements shall apply to the contract.

1. The Contractor agrees to provide Islamorada, Village of Islands, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to the contract for the purposes of making audits, examinations, excerpts, and transcriptions.
2. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
3. The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
4. In compliance with the Disaster Recovery Act of 2018, Islamorada, Village of Islands and the Contractor acknowledge and agree that no language in the contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

B. Changes to the Contract:

Any changes to the contract between Islamorada, Village of Islands and the Contractor modification, change order, or constructive change must be allowable, allocable, within the scope of the grant or cooperative agreement, and reasonable for the completion of project scope.

- C. **Non-use of DHS Seal, Logo, and Flags:** The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of HSS agency officials without specific FEMA pre-approval.
- D. **Compliance with Federal Law, Regulations, and Executive Orders:** This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The Contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures and directives.
- E. **No Obligation by Federal Government:** The Federal Government is not a party to the contract and is not subject to any obligations or liabilities to the non-Federal entity, Contractor, or any other party pertaining to any matter resulting from the contract.

- F. **Program Fraud and False or Fraudulent Statement or Related Facts:** The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to the contract.

 July 1, 2024
Signature of Contractor's Authorized Official


Name and Title of Contractor's Authorized Official

Affidavit Attesting to Noncoercive Conduct for Labor or Services

Nongovernment Entity name: Islamorada Power Inc. ("Vendor")
Vendor FEIN: 88-3878758
Address: 88900 Overseas Hwy #5
City: Tavernier State: FL Zip: 33070
Phone number: 305-504-7877 Email Address: office@islamoradapower.com

As a nongovernmental entity executing, renewing, or extending a contract with a government entity, **Vendor** is required to provide an affidavit under penalty of perjury attesting that **Vendor** does not use coercion for labor or services in accordance with Section 787.06, Florida Statutes.

As defined in Section 787.06(2)(a), coercion means:

1. Using or threatening to use physical force against any person;
2. Restraining, isolating, or confining or threatening to restrain, isolate, or confine any person without lawful authority and against her or his will;
3. Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or service are not respectively limited and defined;
4. Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
5. Causing or threatening to cause financial harm to any person;
6. Enticing or luring any person by fraud or deceit; or
7. Providing a controlled substance as outlined in Schedule I or Schedule II of Section 893.03 to any person for the purpose of exploitation of that person.

As a person authorized to sign on behalf of **Vendor**, I certify that **Vendor** does not use coercion for labor or services in accordance with Section 787.06.

Written Declaration

Under penalties of perjury, I declare that I have read the foregoing Affidavit and that the facts stated in it are true.

By: _____

Authorized Signature

Print Name and Title: Alan Cockroham President

Date: July 1, 2024

[SIGNATURE PAGE TO AGREEMENT]

IN WITNESS WHEREOF, the parties have executed this Agreement: 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

WITNESS:

Print Name:_____

By:_____

Print Name:_____

Title:_____

Date:_____

Exhibit "A"
FORM OF CONTRACTOR'S PROPOSAL

Cover Letter

RFP 24-12 Emergency Generator Maintenance and Repair

Islamorada Power is the proposed contractor for bid who will also be carrying out the work detailed. Specializing in repair, maintenance and installation of standby power generation equipment in Monroe County.

We are focused as a company on providing top quality service to maintain, repair and service generators up to 1MW in size. As a locally owned and operated business within the Village of Islamorada we recognize the unique needs of maintaining standby power systems in the tropical environment. All manufacturer and location specific maintenance items are within our scope and we aim to provide a schedule to prevent and mitigate any issues on the systems listed. Cummins and Generac certified technicians and an EGSA partnership with continuing education keeps us ahead of the curve.

With regards to this proposal, we are committed to fully carrying out the contract of all option years if chosen. Staffing locally we want to keep our emergency response times short, as well as having 1-2 technicians who do not leave the keys in the event of a storm is required.

This proposal for maintenance has been customized to fit the request of the Village of Islamorada and is valid until rewarded or for (90) days from date below.

x  7-1-2024

Alan Cockerham
President
Islamorada Power
88900 Overseas Hwy #5
Tavernier, FL 33070

Company Overview

Islamorada Power Inc.

July 1, 2024

Islamorada Power is a licensed and insured electrical generator specialist, solely focused on standby power generation. With Generac and Cummins certified technicians on staff to ensure all the units we service and install operate correctly for their lifetime.

With 3 locally based technicians and 2 fully outfitted service trucks we service the entirety of Monroe County. Our office is located at 88900 Overseas Hwy #5, Tavernier, FL 33070. We have two technicians located in Islamorada and Tavernier, along with one who commutes from Homestead.

The owner and primary technician is Alan Cockerham, holding warranty technician certifications for Cummins, Generac and the EGSA basic power generation school. With over a decade of power generation experience on cruise and cargo ships, along with 2 + years in standby power generation in residential, industrial and commercial applications.

Eric Holtan is a Master Electrician with extensive knowledge of single and three phase electrical power. With a strong background in diesel and LPG engine mechanics as well, he is capable of diagnosing and repairing most any major and minor generator and electrical issues.

Jose Romero is a Journeyman electrician with some knowledge in power generation installations. Working on obtaining training certifications for Generac and Cummins this calendar year. Capable of assisting on all diagnostics and repairs.



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

ELECTRICAL CONTRACTORS' LICENSING BOARD

THE ELECTRICAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

Additional Business Qualification

SHANNON, PHILIP C JR

ISLAMORADA POWER INC
221 CANAL STREET
TAVERNIER FL 33070

LICENSE NUMBER: EC13013863

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 07/01/2024

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.





**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

2601 BLAIR STONE ROAD
TALLAHASSEE FL 32399-0783

Congratulations! With this license you become one of the nearly one million Floridians licensed by the Department of Business and Professional Regulation. Our professionals and businesses range from architects to yacht brokers, from boxers to barbeque restaurants, and they keep Florida's economy strong.

Every day we work to improve the way we do business in order to serve you better. For information about our services, please log onto www.myfloridalicense.com. There you can find more information about our divisions and the regulations that impact you, subscribe to department newsletters and learn more about the Department's initiatives.

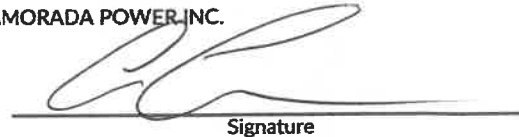
Our mission at the Department is: License Efficiently, Regulate Fairly. We constantly strive to serve you better so that you can serve your customers. Thank you for doing business in Florida, and congratulations on your new license!



**STATE OF FLORIDA DEPARTMENT
OF BUSINESS AND PROFESSIONAL
REGULATION**

EC13013863
CERTIFIED ELECTRICAL CONTRACTOR
SHANNON, PHILIP C JR
ISLAMORADA POWER INC.

ISSUED: 07/01/2024



Signature

LICENSED UNDER CHAPTER 489, FLORIDA STATUTES
EXPIRATION DATE: AUGUST 31, 2026

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
ELECTRICAL CONTRACTORS' LICENSING BOARD**

LICENSE NUMBER: EC13013863

EXPIRATION DATE: AUGUST 31, 2026

THE ELECTRICAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES
Additional Business Qualification

SHANNON, PHILIP C JR
ISLAMORADA POWER INC.
221 CANAL STREET
TAVERNIER FL 33070



ISSUED: 07/01/2024

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Do not alter this document in any form.

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Islamorada Power

Maintenance Contract References:

-USCG Marathon

150kw MTU Generator Maintenance

POC: Ian Widney

Ian.W.Widney@uscg.mil

(727) 503-5662

-City Hall Marathon

200kw Cummins Diesel Generator Maintenance

POC: Carlos Solis

Solisc@ci.marathon.fl.us

(305) 289-5008

-Theater of the Sea

125kw and 80kw Diesel Generators

POC: Raymond Cerra

maintenance@theaterofthesea.com

(561) 329-1163

1. REMEDIES FOR BREACH

In addition to all other remedies included in this FEMA Appendix, Contractor shall, at a minimum, be liable to the Village for all foreseeable damages it incurs as a result of Contractor violation or breach of the terms of the contract. This includes without limitation any costs incurred to remediate defects in Contractor's services and/or the additional expenses to complete Contractor's services beyond the amounts agreed to in the contract, after Contractor has had a reasonable opportunity to remediate and/or complete its services as otherwise set for in the contract. All remedies provided for in the contract may be exercised individually or in combination with any other remedy available thereunder or under applicable laws, rules and regulations. The exercise of any remedy shall not preclude or in any way be deemed to waive any other remedy.

2. TERMINATION FOR CAUSE AND CONVENIENCE

Any Agreement resulting from a procurement activity by Islamorada, Village of Islands (the "VILLAGE") may be terminated by either party for cause, or the VILLAGE for convenience, upon ten (10) days written notice by the VILLAGE to CONTRACTOR in which event the CONTRACTOR shall be paid its compensation for services performed to termination date. In the event that the CONTRACTOR abandons the Agreement or causes it to be terminated, he shall indemnify the VILLAGE against any loss pertaining to this termination up to a maximum of the full contracted fee amount. All finished or unfinished documents, data, studies, plans, surveys, and reports prepared by CONTRACTOR shall become the property of VILLAGE and shall be delivered by CONTRACTOR to VILLAGE.

3. DAVIS BACON ACT

Applies to the Emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program. It DOES NOT apply to other FEMA grant and cooperative agreement programs, including the Public Assistance Program.

- a. All transactions regarding the contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.
- b. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.
- c. Additionally, Contractors are required to pay wages not less than once a week.

4. EQUAL EMPLOYMENT OPPORTUNITY

During the performance of the contract, the Contractor agrees as follows:

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

(4) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of the contract or with any of the said rules, regulations, or orders, the contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions

may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of Contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a Contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon Contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

5. COPELAND ANTI-KICKBACK ACT

Applies to all contracts for construction or repair work above \$2,000 in situations where the Davis-Bacon Act also applies. It does not apply to the FEMA Public Assistance Program.

- a. Contractor. The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into the contract.
- b. Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- c. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

6. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

- a. Standard. If the FEMA award meets the definition of "funding agreement" under 37C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the non-Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by FEMA. See 2 C.F.R. Part 200, Appendix II(F).
- b. Applicability. This requirement applies to "funding agreements," but it DOES NOT apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of "funding agreement."
- c. Funding Agreements Definition. The regulation at 37 C.F.R. § 401.2(a) defines "funding agreement" as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any Contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.."

7. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Applies to all FEMA contracts awarded by the non- federal entity in excess of \$100,000 under grant and cooperative agreement programs that involve the employment of mechanics or laborers. It is applicable to construction work. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(1) Overtime requirements. No Contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (b)(1) of this section the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) *Withholding for unpaid wages and liquidated damages.* Islamorada, Village of Islands shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) *Subcontracts.* The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

8. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

Clean Air Act

This requirement applies to contracts awarded by a non-federal entity of amounts in excess of \$150,000 under a federal grant.

1. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. The Contractor agrees to report each violation to Islamorada, Village of Islands, and understands and agrees that Islamorada, Village of Islands will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

1. The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
2. The Contractor agrees to report each violation to the Islamorada, Village of Islands, and understands and agrees that Islamorada, Village of Islands will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

9. PROCUREMENT OF RECOVERED MATERIALS

The Contractor agrees to comply with all applicable requirements of Section 6002 of the Solid Waste Disposal Act as amended by the Resource Conservation and Recovery Act.

In the performance of the contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

1. Competitively within a timeframe providing for compliance with the contract performance schedule;
2. Meeting contract performance requirements; or
3. At a reasonable price.

In performance of the contract, the Contractor shall procure solid waste management services in a manner that maximizes energy and resource recovery and establish an affirmative procurement program for procurement of recovered materials identified in EPA guidelines.

Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site,
<https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

10. CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

In accordance with 2 C.F.R. §200.321, the Consultant/Contractor shall take the following affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used whenever possible:

- i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- ii. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- iii. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- v. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- vi. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs i. through v. of this subparagraph.

b. The requirement outlined in subparagraph a. above, sometimes referred to as "socioeconomic contracting," does not impose an obligation to set aside either the solicitation or award of a contract to these types of firms. Rather, the requirement only imposes an obligation to carry out and document the six affirmative steps identified above.

c. The "socioeconomic contracting" requirement outlines the affirmative steps that the Consultant/Contractor must take; the requirements do not preclude the Consultant/Contractor from undertaking additional steps to involve small and minority businesses and women's business enterprises.

d. The requirement to divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises, does not authorize the Consultant/Contractor to break a single project down into smaller components in order to circumvent the micro-purchase or small purchase thresholds so as to utilize streamlined acquisition procedures (e.g. "project splitting").

11. RETENTION OF RECORDS

Financial records, supporting documents, statistical records, and all other non-Federal entity records pertinent to a Federal award must be retained for a period of three (3) years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or passthrough entity in the case of a subrecipient. Federal awarding agencies and pass-through entities must not impose any other record retention requirements upon non-Federal entities. The only exceptions are the following:

- (a) If any litigation, claim, or audit is started before the expiration of the three (3)-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.
- (b) When the non-Federal entity is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period.
- (c) Records for real property and equipment acquired with Federal funds must be retained for three (3) years after final disposition.
- (d) When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the three (3)-year retention requirement is not applicable to the non-Federal entity.
- (e) Records for program income transactions after the period of performance. In some cases recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned.
- (f) Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).
 - (1) If submitted for negotiation. If the proposal, plan, or other computation is required to be submitted to the Federal government (or to the pass-through entity) to form the basis for negotiation of the rate, then the three (3)-year retention period for its supporting records starts from the date of such submission.
 - (2) If not submitted for negotiation. If the proposal, plan, or other computation is not required to be submitted to the Federal government (or to the pass-through entity) for negotiation purposes, then the three (3)-year retention period for the proposal, plan, or computation and its supporting records starts from the end of the fiscal year (or other accounting period) covered by the proposal, plan, or other computation.

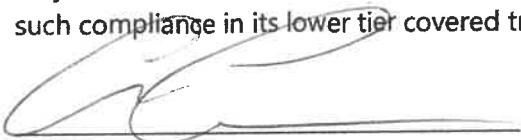
12. SUSPENSION AND DEBARMENT

(1) The 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

Alan Cockerham - President

Name and Title of Authorized Certifying Official

July 1, 2024

Date

13. BYRD ANTI-LOBBYING AMENDMENT, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

If applicable, Contractors must sign and submit to the non-federal entity the following certification: APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING. The certification is found on the next page.

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

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

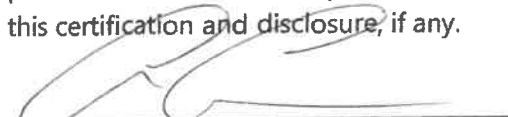
1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

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



Signature of Authorized Certifying Official

Alan Cockerham - President

Name and Title of Authorized Certifying Official

July 1, 2024

Date

ADDITIONAL CONTRACT TERMS FOR FEDERAL AND FEMA FUNDED PROJECTS

The following clauses will form part of the agreement between Islamorada, Village of Islands and the Contractor resulting from this RFP.

A. Access to Records:

The following access to records requirements shall apply to the contract.

1. The Contractor agrees to provide Islamorada, Village of Islands, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to the contract for the purposes of making audits, examinations, excerpts, and transcriptions.
2. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
3. The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
4. In compliance with the Disaster Recovery Act of 2018, Islamorada, Village of Islands and the Contractor acknowledge and agree that no language in the contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

B. Changes to the Contract:

Any changes to the contract between Islamorada, Village of Islands and the Contractor modification, change order, or constructive change must be allowable, allocable, within the scope of the grant or cooperative agreement, and reasonable for the completion of project scope.

- C. **Non-use of DHS Seal, Logo, and Flags:** The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of HSS agency officials without specific FEMA pre-approval.
- D. **Compliance with Federal Law, Regulations, and Executive Orders:** This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The Contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures and directives.
- E. **No Obligation by Federal Government:** The Federal Government is not a party to the contract and is not subject to any obligations or liabilities to the non-Federal entity, Contractor, or any other party pertaining to any matter resulting from the contract.

- F. **Program Fraud and False or Fraudulent Statement or Related Facts:** The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to the contract.

 July 1, 2024
Signature of Contractor's Authorized Official


Name and Title of Contractor's Authorized Official

Affidavit Attesting to Noncoercive Conduct for Labor or Services

Nongovernment Entity name: Islamorada Power Inc. ("Vendor")
Vendor FEIN: 88-3878758
Address: 88900 Overseas Hwy #5
City: Tavernier State: FL Zip: 33070
Phone number: 305-504-7877 Email Address: office@islamoradapower.com

As a nongovernmental entity executing, renewing, or extending a contract with a government entity, **Vendor** is required to provide an affidavit under penalty of perjury attesting that **Vendor** does not use coercion for labor or services in accordance with Section 787.06, Florida Statutes.

As defined in Section 787.06(2)(a), coercion means:

1. Using or threatening to use physical force against any person;
2. Restraining, isolating, or confining or threatening to restrain, isolate, or confine any person without lawful authority and against her or his will;
3. Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or service are not respectively limited and defined;
4. Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
5. Causing or threatening to cause financial harm to any person;
6. Enticing or luring any person by fraud or deceit; or
7. Providing a controlled substance as outlined in Schedule I or Schedule II of Section 893.03 to any person for the purpose of exploitation of that person.

As a person authorized to sign on behalf of **Vendor**, I certify that **Vendor** does not use coercion for labor or services in accordance with Section 787.06.

Written Declaration

Under penalties of perjury, I declare that I have read the foregoing Affidavit and that the facts stated in it are true.

By: _____

Authorized Signature

Print Name and Title: Alan Cockroham President

Date: July 1, 2024

APPENDIX A

ACKNOWLEDGMENT OF ADDENDA AND DOCUMENTS

The Proposer hereby acknowledges the receipt of the following addenda issued by the Village and incorporated into and made part of this RFP. In the event the Proposer fails to include any addenda in the table below, submission of this form shall constitute acknowledgment of receipt of all addenda, whether or not received by him/her.

ADDENDUM NUMBER	DATE RECEIVED

In addition to the addenda listed above, I acknowledge receipt of the Affidavit Attesting to Noncoercive Conduct for Labor or Services or Services and if awarded an Agreement with the Village will execute the affidavit attesting that my business does not use coercion for labor or services.


Signature

Alan Cockerham
Print name

President
Title

July 1, 2024
Date

BIDDER MUST COMPLETE PART 1 AND PART 2 AND RETURN WITH PROPOSAL

BIDDER PRICE SCHEDULE PART 1**Scheduled Maintenance Prices**

The generator on line 1 is propane fueled. All others are diesel fueled.

					Maintenance Prices materials and labor	
	Equipment Location	Generator Manufacturer & Serial No.	Generator Model Number	Generator Capacity	Quarterly	Annual
1	Fire Station 19 74070 Overseas Hwy Islamorada, FL 33036	Kohler SN 2227671 Propane fueled	60RZG	60kW	\$185	\$485
2	Fire Station 20 81850 Overseas Hwy Islamorada, FL 33036	Kohler SN 0796937	180REOZJB	180kW	\$235	\$1,410
3	Fire Station 21 86800 Overseas Hwy Islamorada, FL 33036	Cummins SN E100123079	DFEG4541033	350kW	\$235	\$1,410
4	NPK Remote Pump Station 142 Sunshine Blvd Tavernier, FL 33070	Cummins SN M08L850301	C100	100kW	\$235	\$1,340
5	NPK Transfer Pump Station 286 Gardenia St Tavernier, FL 33070	Cummins SN I050827921	DFAC-5737946	250kW	\$235	\$1,410
6	MPK Vacuum Pump Station 103 Key Heights Dr Islamorada, FL 33036	Caterpillar SN G5A07149	C9	250kW	\$235	\$1,410
7	SPK Vacuum Pump Station 86800 Overseas Hwy Islamorada, FL 33036	Caterpillar SN N3R03736	D125-6	125kW	\$235	\$1,340
8	UMK Vacuum Pump Station 81953 Old Hwy Islamorada, FL 33036	Caterpillar SN G5A07164	C9	200kW	\$235	\$1,410
9	LMK Vacuum Pump Station 74070 Overseas Hwy Islamorada, FL 33036	Caterpillar SN N3R03734	D150-6	150kW	\$235	\$1,410

10	Fire Station 20 81850 Overseas Hwy Islamorada, FL 33036 (for use at FS 19)	HIPOWER SN 523100659 Trailer-mounted	HRJW 325 T4F	260kW	\$308	\$1,410
11	Fire Station 20 81850 Overseas Hwy Islamorada, FL 33036 (for use at FS 20)	HIPOWER SN 523500548 Trailer-mounted	HRJW 325 T4F	260kW	\$308	\$1,410
12	Fire Station 20 81850 Overseas Hwy Islamorada, FL 33036 (for use at FS 21)	HIPOWER SN 523100664 Trailer-mounted	HRJW 325 T4F	260kW	\$308	\$1,410
13	MPK Vacuum Pump Station 103 Key Heights Dr Islamorada, FL 33036 (use at any Pump Sta)	HIPOWER SN 523100880 Trailer-mounted	HRJW 325 T4F	260kW	\$308	\$1,410
14	MPK Vacuum Pump Station 103 Key Heights Dr Islamorada, FL 33036 (use at any Pump Sta)	HIPOWER SN 523100750 Trailer-mounted	HRJW 325 T4F	260kW	\$308	\$1,410
15	MPK Vacuum Pump Station 103 Key Heights Dr Islamorada, FL 33036 (use at any Pump Sta)	HIPOWER SN 523100881 Trailer-mounted	HRJW 325 T4F	260kW	\$308	\$1,410

All quarterly and yearly required maintenance referenced in the above Bid Price Schedule shall be charged at a flat rate per site.

All parts not included in the maintenance requirements shall be pre-approved by the VILLAGE and billed at a cost-plus fixed percentage. Labor for the work performed shall be billed at the Bidder Price Schedule Part 2.

The fixed percentage proposed is: 25%.

BIDDER PRICE SCHEDULE PART 2

Unscheduled and Emergency Maintenance and Repair Prices

For Unscheduled Maintenance, Repair, Testing and/or Emergency Repairs that may be requested, bidders are required to complete the following:

Normal Hours Labor Rate: \$ 185 /Hour

Which days and hours are included? Monday-Friday 7am-6pm

Trip/Mileage Charge: ☒ Per Hour or ☐ Per Mile \$ 75 /Each

(Within 30 miles of the Village boundary)

After Hours Labor Rate: \$ 235 /Hour

Which days and hours are included? Anything outside of normal business hours

Trip/Mileage Charge: ☒ Per Hour or ☐ Per Mile \$ 75 /Each

(Mileage paid only within 30 miles of the Village boundary)

Weekends Labor Rate: \$ 235 /Hour

Which days and hours are included? Sat & Sundays

Trip/Mileage Charge: ☒ Per Hour or ☐ Per Mile \$ 75 /Each

(Mileage paid only within 30 miles of the Village boundary)

Holidays Labor Rate: \$ 275 /Hour

Which days and hours are included? All bank recognized holidays

Trip/Mileage Charge: ☒ Per Hour or ☐ Per Mile \$ 75 /Each

(Mileage paid only within 30 miles of the Village boundary)

Affidavit
For Certification as a Local Business

State of Florida
County of Monroe

BEFORE ME, the undersigned authority, personally appeared Alan Cockerham
(Affiant's Name), as President (Title) of Islamorada Power
(Name of Company), a Corporation (Type of Entity), who after
having been sworn, deposes and states:

1. My name is Alan Cockerham
2. I am the President (Title) of Islamorada Power
(Name of Firm), and I have personal knowledge of the facts stated herein.
3. Islamorada Power (Name of Company) seeks certification as a
local business pursuant to Ordinance 2-327(e), Islamorada, Village of Islands, and RFP
19-08; and
4. Islamorada Power (Name of Company) has a current Monroe
County occupational license or business tax receipt, with a principal office located at 88900 Overseas Highway #5, Tavernier, FL 33070
(Physical Address), which is between MM 72.658 and the Miami-Dade County
boundary line; and
5. The principal office has been established a minimum of 18 consecutive months prior
to the date of solicitation of ITB 23-20 and operates or performs business on a
day-to-day basis that is a substantial component of the goods or services being offered
to the Village; and
6. A minimum of 51 percent of the labor or personnel used to perform the purchase
contract reside in the Upper Keys (MM72.658 to the Miami-Dade County boundary
line) at the time of submittal; and
7. A minimum of 51 percent of the business' owners reside in the Upper Keys (MM 72.658
to the Miami-Dade County boundary line) at the time of submittal.

Affiant

Sworn to and subscribed before me, this 8 day of July, 2024.

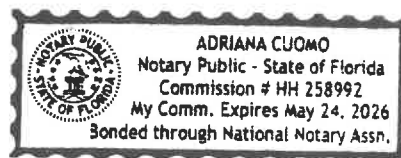
☒ Personally known

☐ Produced identification

Type of identification produced

(seal)

Notary Public



Village Code Section 2-237(e) Preference for local businesses.

- (1) Local preference shall apply for purchases of or contracts for material, supplies, equipment, improvements, or services in the following manner:
 - (a) Any local business shall receive a preference bonus of ten percent for purchases or contracts less than \$100,000.00.
 - (b) Any local business shall receive a preference bonus of five percent for purchases or contracts which are \$100,000.00 or more but less than \$500,000.00.
 - (c) Any local businesses shall receive a preference bonus of two and one-half percent for purchases or contracts which are \$500,000.00 or more.
- (2) For purposes of this subsection, the term "local business" shall mean the following:
 - (a) A business with a current required Monroe County occupational license or business tax receipt, which has a principal office located within the Upper Keys (Upper Keys shall be defined as that geographical area located from the southern boundary of the village at MM 72.658 north to the Miami-Dade County boundary line); and
 - (b) The principal office has been established a minimum of 18 consecutive months prior to the date of the solicitation of the purchase or contract and operates or performs business on a day-to-day basis that is a substantial component of the goods or services being offered to the village; and
 - (c) A minimum of 51 percent of the labor or personnel used to perform the purchase or contract reside in the Upper Keys at the time of submittal; and
 - (d) A minimum of 51 percent of the business' owners reside in the Upper Keys at the time of submittal.
 - (e) Post office boxes are not verifiable and shall not be used for the purpose of establishing a physical address pursuant to this subsection.
 - (f) Any business seeking certification as a local business shall execute and submit to the village an affidavit, in a form provided by the village, certifying that it meets the criteria established for a determination as a local business. The affidavit shall be submitted and kept on file with the village and updated at the time of submittal of any bid or proposal.
- (3) Exemption: The local preference provided for by this subsection shall not be applied where the application of the preference would conflict with federal law, state law or the conditions of any funding source for the purchase or contract.
- (4) Waiver: The application of local preference to a particular purchase or contract for which the village council is the awarding authority may be waived by the village council prior to the solicitation of the purchase or contract.
- (5) Notice: Both bid documents and request for proposal documents shall include notice of the local preference policy and any applicable waiver in accordance with subsection 2-237(e)(4) above.
- (6) Penalties:
 - (a) Misrepresentation. Any vendor, contractor, or firm who fails to act in good faith and misrepresents the local preference status as determined by the village manager in any bid or proposal submitted to the village for the purchases of or contracts for materials, supplies, equipment, improvements, or services shall:
 - (1) Lose the privilege to submit a bid or proposal to the village for a period of up to one year from the date the misrepresentation was discovered; and
 - (2) Pay a penalty equal to the difference between the original purchase or contract award and the next lowest responsive, responsible bidder and pay an additional ten percent penalty based upon the original value of the purchase or contract awarded.
 - (b) Failure to maintain local business preference qualifications. Any vendor, contractor, or firm that fails to maintain its local preference status which resulted in the awarded contract shall be in breach of the contract and may be subject to termination of the contract, suspension of payments under the contract, and loss of the local preference status on the contract.
 - (c) Prior to the imposition of penalties provided for in 2-237(e)(6)(a) or (b) above, any vendor, contractor, or firm shall be entitled to notice from the village and an evidentiary hearing before the village council. Such hearing request shall be filed with the village clerk within 20 calendar days from receipt of the notice.



Council Communication

To: Mayor and Village Council
From: Jennifer DeBoisbriand , Planning Director
Date: August 7, 2024
SUBJECT: **Reservation of BPAS Affordable Allocations for Woods Avenue Development TAB 14**

Background:

In June 2017, the Village Council adopted Resolution No. 17-06-39 approving the resolution of 8 affordable unit allocations from the BPAS for the development of workforce housing on Village owned lots at the corner of Woods Avenue and Gardenia Street.

On September 2, 2021 the Council awarded the project to Gorman and Company after issuing a Request for Qualifications. Resolution No. 21-09-84, awarding the project to Gorman also states that "If Gorman elects not to or is otherwise unable to develop Area A of the project site, the award of Area A of the project site shall automatically be awarded to Habitat for Humanity of the Upper Keys for development."

At the July 9, 2024 meeting, the Village Council voted (by a 3-2 vote) in favor of waiving their procedures and bringing this item back in accordance with section II.G. of the Council meeting procedures.

Analysis:

Since the award of the project in 2021, Gorman has not made any attempt to develop the project. They have not met any of the milestones identified in the RFQ. On or about April 26, 2024, the Planning and Development Services Department issued letters to Gorman and Habitat for Humanity outlining the Villages' intent to move forward with Habitat for Humanity as developers of the affordable housing project. We have received no response from Gorman and a positive response from Habitat for Humanity.

Budget Impact:

None

Staff Impact:

None

Recommendation:

Staff recommends adoption of this resolution as attached.

Attachments: 1. Reso_Reservation of Aff BPAS for Woods Corner

2. 20-10-103_Amend-19-04-22_Reservation of 8-Aff-BPAS
3. 19-04-22_Reservation of 8 Affordable BPAS units
4. Letter to Gorman
5. Habitat Award Letter

RESOLUTION NO. 24-

**A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA,
VILLAGE OF ISLANDS, FLORIDA, ESTABLISHING
AUTHORIZATION FOR THE RESERVATION OF BUILDING
PERMIT ALLOCATION SYSTEM (BPAS) AFFORDABLE
DWELLING UNIT ALLOCATIONS FOR AWARD TO THE
PROPOSED WOODS AVENUE DEVELOPMENT; AND
PROVIDING FOR AN EFFECTIVE DATE**

WHEREAS, on June 1, 2017, the Village Council of Islamorada, Village of Islands (the "Village") adopted Resolution No. 17-06-39, thereby approving the reservation of eight (8) affordable unit allocations from the Building Permit Allocation System (BPAS) for the development of workforce housing on Village-owned lots at the corner of Woods Avenue and Gardenia Street (the "Woods Corner lots"); and

WHEREAS, Resolution No. 17-06-39 provided for the reservation of eight (8) affordable unit allocations through December 31, 2018; and

WHEREAS, on April 4, 2019, the Village Council of Islamorada, Village of Islands (the "Village Council"), adopted Resolution No. 19-04-22, thereby amending Resolution No. 17-06-39 to revise and extend the expiration date for the reservation of affordable dwelling unit allocations; and

WHEREAS, on October 8, 2020, the Village Council adopted Resolution No. 20-10-103 extending the reservation of eight (8) BPAS affordable dwelling unit allocations to October 31, 2021; and

WHEREAS, on November 18, 2021, the Village Council adopted Resolution No. 21-11-119 extending the expiration date for the reservation of affordable dwelling unit allocations for the Woods Corner lots through December 31, 2022; and

WHEREAS, the proposed development experienced a delayed start and the allocations were unused prior to the reservation extension expiration date; and

WHEREAS, the Village Council desires to re-establish the reservation of eight (8) affordable unit allocations from the BPAS for the development of workforce housing on the Woods Corner Lots through December 31, 2025; and

WHEREAS, the Village Council finds that approval to reserve affordable unit allocations through December 31, 2025, is in the best interest of the Village.

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

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

Section 2. Establishment of Reservation. The Village Council hereby approves the reservation of eight (8) affordable dwelling unit allocations for the Woods Corner lots.

Section 3. Effective Date. This Resolution shall become effective immediately upon its adoption.

[The remainder of this page intentionally left blank.]

Motion to adopt by _____, seconded by _____.

FINAL VOTE AT ADOPTION

Mayor Joseph B. Pinder III _____

Vice Mayor Sharon Mahoney _____

Councilmember Mark Gregg _____

Councilmember Elizabeth Jolin _____

Councilmember Henry Rosenthal _____

PASSED AND ADOPTED THIS 13TH DAY OF JUNE, 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.

RESOLUTION NO. 20-10-103

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, AMENDING RESOLUTION NO. 19-04-22; AUTHORIZING AN EXTENSION OF RESERVATION OF BUILDING PERMIT ALLOCATION SYSTEM (BPAS) AFFORDABLE DWELLING UNIT ALLOCATIONS FOR AWARD TO THE PROPOSED WOODS AVENUE DEVELOPMENT; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, on June 1, 2017, the Village Council of Islamorada, Village of Islands (the "Village") adopted Resolution No. 17-06-39, thereby approving the reservation of eight (8) affordable unit allocations from the Building Permit Allocation System (BPAS) for the development of workforce housing on Village-owned lots at the corner of Woods Avenue and Gardenia Street (the "Project"); and

WHEREAS, Resolution No. 17-06-39 provided for the reservation of eight (8) affordable unit allocations through December 31, 2018; and

WHEREAS, on April 4, 2019, the Village Council of Islamorada, Village of Islands (the "Village Council") adopted Resolution No. 19-04-22, thereby amending Resolution No. 17-06-39 to revise and extend the expiration date for the reservation of affordable dwelling unit allocations to ensure that the allocations are available for the future development to June 30, 2020; and

WHEREAS, the Village Council desires to further extend the expiration date for the reservation of units for the proposed Project through October 31, 2021; and

WHEREAS, the Village Council finds that approval of this amendment of Resolution No. 19-04-22 to extend the reservation through October 31, 2021 is in the best interest of the Village.

NOW, THEREFORE, IT IS HEREBY 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. Amending Resolution No. 19-04-22. The Village Council hereby approves the following amendment to Resolution No. 19-04-22, to revise the expiration date for the reservation of affordable dwelling unit allocations for the Project. Section 2 of Resolution No. 19-04-22 is hereby amended to read as follows:

Section 2. Reservation of BPAS Affordable Dwelling Unit Allocations. The Village Council hereby approves the reservation and set aside for the award of eight (8) Building Permit Allocation System (BPAS) affordable dwelling unit allocations for the Woods Avenue Development. This reservation shall expire on ~~June 30, 2020~~ October 31, 2021.

Section 3. Effective Date. This Resolution shall become effective immediately upon its adoption.

Motion to adopt by Councilman Jim Mooney, second by Vice Mayor Deb Gillis.

FINAL VOTE AT ADOPTION

VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA:

Mayor Mike Forster	YES
Vice Mayor Deb Gillis	YES
Councilman Jim Mooney	YES
Councilman Chris Sante	YES
Vacant	

PASSED AND ADOPTED THIS 8TH DAY OF OCTOBER 2020.



MIKE FORSTER, MAYOR

ATTEST:



KELLY TOTH, VILLAGE CLERK

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



ROGET V. BRYAN, VILLAGE ATTORNEY

RESOLUTION NO. 19-04-22

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, AMENDING RESOLUTION NO. 17-06-39 AUTHORIZING AN EXTENSION OF RESERVATION OF BUILDING PERMIT ALLOCATION SYSTEM (BPAS) AFFORDABLE DWELLING UNIT ALLOCATIONS FOR AWARD TO THE PROPOSED WOODS AVENUE DEVELOPMENT; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, on June 1, 2017, the Village Council of Islamorada, Village of Islands (the “Village”) adopted Resolution 17-06-39, thereby approving the reservation of eight (8) affordable unit allocations from the Building Permit Allocation System (BPAS) for the development of workforce housing; and

WHEREAS, Resolution 17-06-39 provided for the reservation of 8 affordable unit allocations through December 31, 2018; and

WHEREAS, the Village Council of Islamorada, Village of Islands (the “Village Council”) desires to amend Resolution Number 14-06-39 to revise and extend the expiration date for the reservation of affordable dwelling unit allocations to ensure that the allocations are available for the future development; and

WHEREAS, the Village Council finds that approval of this amendment is in the best interest of the Village.

NOW, THEREFORE, IT IS HEREBY 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. Amending Resolution Number 17-06-39. The Village Council hereby

approves the amendment of Resolution No. 17-06-39 to revise the expiration date for the reservation of affordable dwelling unit allocations. Section 2 of Resolution Number 17-06-39 is hereby amended to read as follows:

Section 2. Reservation of BPAS Affordable Dwelling Unit Allocations.

The Village Council hereby approves the reservation and set aside for the award of eight (8) Building Permit Allocation System (BPAS) affordable dwelling unit allocations for the Woods Avenue Development. This reservation shall expire on ~~December 31, 2018~~ June 30, 2020.

Section 3. Effective Date. This Resolution shall become effective immediately upon its adoption.

Motion to adopt by Councilwoman Cheryl Meads, second by Vice Mayor Mike Forster.

FINAL VOTE AT ADOPTION

VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA:

Mayor Deb Gillis	YES
Vice Mayor Mike Forster	YES
Councilman Ken Davis	YES
Councilwoman Cheryl Meads	YES
Councilman James Mooney	YES

PASSED AND ADOPTED THIS 4TH DAY OF APRIL, 2019.



DEB GILLIS, MAYOR

ATTEST:



KELLY TOTH, VILLAGE CLERK

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



ROGET V. BRYAN, VILLAGE ATTORNEY



ISLAMORADA, VILLAGE OF ISLANDS
PLANNING AND DEVELOPMENT SERVICES DEPARTMENT
86800 Overseas Highway • Islamorada, Florida 33036 • www.islamorada.fl.us

May 2, 2024

Gorman & Company
Atten: Joel Reed
200 N Main St.
Oregon, WI 53575

Subject: Woods Avenue Project ("Project") Islamorada RFQ 21-08

Dear Mr. Reed,

Pursuant to Village Council Resolution 21-09-84, of the Project site for development as identified on Attachment 1 to RFQ 21-08. Gorman & Company were awarded Area "A" of the Project site for development as identified on Attachment 1 to RFQ 21-08 and Habitat for Humanity of the Upper Keys, Inc. was awarded Area "B" of the Project site for development. The resolution stipulated that if Gorman elected not to or was otherwise unable to develop Area "A" of the Project site, the award for Area "A" would be automatically awarded to Habitat for Humanity of the Upper Keys, Inc. for development.

As of the date of this letter, Gorman & Company has neither elected to nor have it otherwise been able to develop Area "A" of the Project site. Furthermore, to date Gorman & Company has failed to comply with the project schedule in its response to RFQ 21-08. Therefore, this letter serves as written notification to Gorman & Company, that Area "A" is hereby awarded to Habitat for Humanity of the Upper Keys, Inc. pursuant to Village Council Resolution 21-09-84.

If you have any questions, or need additional information, please feel free to contact me.

Sincerely,

A handwritten signature in black ink that reads "Jennifer DeBoisbriand".

Jennifer DeBoisbriand
Director

Email: Jennifer.deboisbriand@islamorada.fl.us

Phone: (305)664-6440



ISLAMORADA, VILLAGE OF ISLANDS
PLANNING AND DEVELOPMENT SERVICES DEPARTMENT
86800 Overseas Highway • Islamorada, Florida 33036 • www.islamorada.fl.us

April 25, 2024

Lindsay Fast, Director
Habitat for Humanity of the Upper Keys
98970 Overseas Hwy
Key Largo, FL 33037

Subject: Woods Avenue Project ("Project") Award RFQ 21-08

Dear Ms. Fast,

Pursuant to Village Council Resolution 21-09-84, Habitat for Humanity of the Upper Keys, Inc. was awarded Area "B" of the Project site for development as identified on Attachment 1 to RFQ 21-08. Gorman & Company were awarded Area "A" of the Project site for development. The resolution stipulated that if Gorman elected not to or was otherwise unable to develop Area "A" of the Project site, the award for Area "A" would be automatically awarded to Habitat for Humanity of the Upper Keys, Inc. for development.

As of the date of this letter, Gorman & Company has neither elected to nor have they otherwise been able to develop Area "A" of the Project site. Moreover, to date Gorman & Company has failed to comply with the project schedule in its response to RFQ 21-08. Therefore, this letter serves as written notification to Habitat for Humanity of the Upper Keys, Inc. Area "A" is hereby awarded to Habitat for Humanity of the Upper Keys, Inc. pursuant to Village Council Resolution 21-09-84.

In order to move forward with the development project, please submit a Site Plan application pursuant to Village Code Sec. 30-215 including both Area "A" and Area "B" for development.

If you have any questions, or need additional information, please feel free to contact me.

Sincerely,

A handwritten signature in black ink, reading "Jennifer DeBoisbriand".

Jennifer DeBoisbriand
Director

Email: Jennifer.deboisbriand@islamorada.fl.us

Phone: (305)664-6440



Council Communication

To: Mayor and Village Council
From: Erin Deady, Lori Lehr, Megan Rumbaugh, Floodplain/CRS Coordinator
Date: August 7, 2024
SUBJECT: **Resolution Adopting the Islamorada Watershed Management Plan TAB 15**

Background:

The Watershed Planning Initiative was funded through a \$26.6 million grant under the Hazard Mitigation Grant Program (HMGP), as approved by FDEM and the Federal Emergency Management Agency (FEMA), with the purpose of creating standardized, cost-effective, and easily replicable Watershed Master Plans (WMP) throughout the state of Florida.

The NFIP Community Rating System (CRS) was implemented in 1990 as a voluntary program for recognizing and encouraging community floodplain management activities exceeding the NFIP's minimum standards. Flood insurance rates, which are calculated by the Federal Emergency Management Agency's (FEMA's) NFIP, are determined in part by the work each community does to reduce the effects of flooding in the community. The CRS uses a Class Rating system to determine flood insurance premium reductions for residents. The CRS Class Ratings are rated from 10 (no premium reduction) to 1 (45% premium reduction). Each class rating improvement accounts for an additional 5% premium reduction for the Village's residents. The Village of Islamorada is currently at a CRS Class 5. The 2017 Coordinator's Manual notes that a mandatory prerequisite for a community to achieve CRS Class 4 status is that the community must "receive credit for managing the impacts of a 100-year storm and/or sea level rise, where applicable, based on a watershed management plan" (FEMA 2017, Credit 450, pg. 14). The CRS requirements of the WMP prerequisite are very specific. This grant program was created to assist communities in navigating these particulars.

In June 2022, the Village applied for a Hazard Mitigation Grant Program (HMGP) Watershed Planning Initiative grant to develop a WMP. The grant agreement was approved by Village Council on November 17, 2022.

Analysis:

Please view **Exhibit A Watershed Management Plan** for the full plan.

The Watershed Management Plan has been developed with the specific intent of improving the Village's participation in the CRS program. That said, the Village is engaged in multiple current and near-term projects that are companion to this effort that will assist the Village in prioritizing capital project planning based on specific types of flood risk. These efforts include:

1. Islamorada Vulnerability Assessment (reviewing and analyzing all critical assets)
2. Securing mobile LiDAR elevation data

3. Update of Stormwater Master Plan
4. Road Elevation and Adaptation Planning
5. Project specific adaptation projects (in partnership and individually)

Combined, these efforts can help the Village identify the types of flooding risk that it is vulnerable to, understand the timeframes associated with those risks and help prioritize projects and funding sources to implement projects to address those risks. Some of those projects are identified in this Watershed Management Plan that provide an initial start in that direction. Some of these initiatives are partnerships across the Keys, some are individual to the Village.

In terms of utilizing outcomes from this Watershed Management Plan, relevant to these existing design standards, the Village should consider the following:

1. How will stormwater systems have to manage for different conditions over the next 50 years due to changing rainfall conditions, or in some areas, how will sea level rise impact those operations throughout a rising tailwater condition? A recommendation may be to include a “useful life” threshold to include future conditions related to changing rainfall conditions and a reduced tailwater condition due to sea level rise. Other communities, such as Pinellas County, have incorporated tailwater conditions into their Code to address this issue.
2. Is the 25-year duration storm event enough for design knowing that we are seeing more frequent higher duration events? In certain parts of the Village, this design standard may not be enough or may be compromised by increased tidal flooding from sea level rise. A recommendation may be to incorporate higher frequency critical duration storm events in more advanced stormwater modeling. To note, the Village is currently undergoing such a modeling process in pursuit of a CRS Watershed Management Plan under a separate grant and in its forthcoming Stormwater Master Plan Update that can help define these parameters. This information could help inform areas of the Village where the stormwater system may be compromised by more frequent, higher volume rain or storm events.

The existing development level of service for a 25-year, 24-hour design storm may be a very low level of service, but since the community is essentially built out, the only opportunities to improve this level of service are through new capital projects or larger redevelopment projects. Future rainfall projections reflect potentially higher volume rainfall events (1.16 times more rainfall in 2040 than present day and 1.21 times more rainfall in 2070). A recommendation may be to re-evaluate these adopted level of service standards in the Comprehensive Plan based upon the information stemming from this Watershed Management Plan and Stormwater Master Plan Update currently underway.

Land use and land development policies generally control how we develop and where. Again, the Village is effectively built out, so the potential to address new development is limited in terms of large scale planned unit developments or larger projects. That said, redevelopment opportunities do exist and there are also implications for affordable housing projects when considering the outputs of the vulnerability assessment.

Overall, because of this Watershed Management Plan, the Village should examine additional

policies in relation to increasing flood risk include:

- The Village's Floodplain Management Ordinance in Article 6-III. Key provisions may include enhanced freeboard in certain areas of the Village or for substantial improvements.
- Requiring enhanced pervious surfaces in Landscaping requirements (Division 30-V-6 Landscaping Standards).
- Adopting a shoreline ordinance revision that harmonizes concepts of seawall heights, promoting living or hybrid shorelines in key locations and tying useful life of shoreline improvements to future flood risk. Section 30-1545 Bulkheads, Seawalls or Riprap does not currently address living shorelines or a shoreline structure height.
- Integrating recommended projects from this Watershed Management with outcomes from the Road Elevation and Adaptation Plan as well as the Updated Stormwater Master Plan.

Project Areas 1, 2, 3, 4, and 5 were assessed for the 2025, and 2040, 100-year 24-hour events in addition to the 25-year and lesser rainfall events. Based on the proposed model results, Project Areas 1 and 2 displayed significant reductions in roadway inundation for all 2025 and 2040 scenarios. LOS (level of service) requirements along US-1 are met for all 2025 and 2040 storm events less the 2040 100-yr 24-hour event in which there's a maximum of 5.76 inches of flooding along the low point of US-1. Similarly, Project Areas 1 and 2 experienced reductions in flood depth for the 2070 scenarios although to a lesser extent for the 100-yr 24-hour storm event. In contrast, due to the higher boundary conditions because of sea level rise, Project Areas 3, 4, and 5 were not able to provide a reduction in flood elevations for the stated project locations. All 2100 events were determined to adversely affect all proposed project areas by preventing positive drainage and result in backflow through any proposed stormwater network.

Before projects are implemented, the Village should undertake a review of its Comprehensive Plan and Code so that there are no policy barriers to certain levels of project design and levels of service are clear and achievable based on multiple modes of flood risk.

Budget Impact:

The Grant Agreement for the Watershed Management Plan was approved by the Village Council on November 17, 2022. Additional costs would be for any implemented project. The estimated total for all recommended projects in today's dollars is \$15,781,319.30, to be completed over a multi-year period. For a project listing and full breakdown of costs, see page 77 of the WMP.

Staff Impact:

If the Village wants to strive for a Class 4 in the CRS program, staff needs to assess which activities are necessary to accumulate enough points to meet a CRS Class 4. These points may consist of higher standards from activity 430.

Action items Village staff can implement:

- Adding an additional foot (or feet) of freeboard in particular areas (such as Coastal A zones and VE zones) to the Village Floodplain Management Ordinance.
- Requiring enhanced pervious surfaces in Landscaping requirements (Division 30-V-6 Landscaping Standards).

- Adopting a shoreline ordinance revision to regulate seawall heights and promoting living or hybrid shorelines in key locations.

Additional staff and/or consultants may be needed for the following implementation:

- Integrating recommended projects from this Watershed Management with outcomes from the Road Elevation and Adaptation Plan as well as the Updated Stormwater Master Plan.

Recommendation:

Staff recommends that the Village Council approve and adopt the Watershed Management Plan for the Village.

- Attachments:**
1. Attachment 1 Resolution
 2. Exhibit A Islamorada Watershed Management Plan

RESOLUTION NO. 24-

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, ADOPTING THE ISLAMORADA WATERSHED MANAGEMENT PLAN; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the 2017 Coordinator's Manual for the National Flood Insurance Program ("NFIP") Community Rating System ("CRS") introduced a series of credit options for "community efforts to anticipate" future flood risk in relation to climate change (FEMA 2017, pg. 110-15); and

WHEREAS, since sea-level rise is expected to be an increasingly critical issue for floodplain management, many of the CRS credit options and assessment criteria for coastal communities specifically refer to studies of sea-level rise impact on future hydrologic conditions and the local drainage systems; and

WHEREAS, the 2017 Coordinator's Manual notes that a mandatory prerequisite for a community to achieve CRS Class 4 status is that the community must "receive credit for managing the impacts of a 100-year storm and/or sea level rise, where applicable, based on a watershed management plan" (FEMA 2017, Credit 450, pg. 14); and

WHEREAS, each improvement in CRS Class rating (starting from a Class 10) translates into a 5% premium discount on qualifying NFIP policy-holders within the Special Flood Hazard Area ("SFHA"), meaning that a CRS Class 4 status makes qualified policy-holders within the community eligible for a 30% total premium discount; and

WHEREAS, Islamorada is currently rated as a CRS Class 5 community and achieving CRS Class 4 status would result in an additional 5% premium discount for qualified NFIP policy-holders within the SFHA; and

WHEREAS, a qualified watershed management plan is defined as a mandatory prerequisite for CRS Class 4 status and any further NFIP premium discounts that Islamorada residents may receive through the CRS program will likely require the development and adoption of a watershed management plan that meets or exceeds the criteria outlined in the 2017 Coordinator's Manual; and

WHEREAS, the CRS Watershed Master Plan – Prerequisites for Section 452b require the Village to adopt a watershed master (or management) plan that evaluates the future conditions, including the impacts of a median projected sea level rise (based on the National Oceanic and Atmospheric Administration's (NOAA's) "intermediate-high" projection for the year 2100) on the local drainage system during multiple rainfall events, including the 100-year rainfall event.

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. Adoption of Watershed Management Plan. The Village Council hereby adopts the Islamorada Watershed Management Plan, attached hereto as Exhibit "A."

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

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

[Remainder of this 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

WATERSHED MANAGEMENT PLAN

ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA

June, 2024

Watershed Management Plan Deliverable 2 Requirements

An electronic copy of the completed WMP will be submitted to the Division no later than 17 months after the beginning of the Period of Performance. If applicable, the Sub-Recipient will revise the submitted WMP to comply with required revisions and feedback from the Division, and then resubmit the WMP to the Division no later than 17 months after the beginning of the Period of Performance.

The Period of Performance begins with the date of execution of the subgrant agreement by both parties, and the Sub-Recipient shall provide the Division with the following no later than 17 months from the beginning of the Period of Performance before payment will be processed:

1. The completed WMP4 (after incorporating comments from the Division, if applicable); and
2. A signed letter from the applicable county's Local Mitigation Strategy (LMS) Chairperson attesting that the completed WMP will be adopted and used to update the risk assessment and mitigation strategy during the next LMS plan update.

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GENERAL ISLAMORADA DESCRIPTION

The Florida Keys chain of islands is in the tropics, bounded by Florida Bay to the north and west and by the Florida Keys National Marine Sanctuary (“FKNMS”) to the east and west. Bounded to the north and west by one of the world’s largest estuarine systems, Everglades National Park and Florida Bay, and by the FKNMS to the east and west, the Florida Keys are protected from the rough waters of the Atlantic Ocean by the third largest barrier reef in the world, the only living coral reef in the continental United States.

The municipality of Islamorada, Village of Islands (Islamorada) is nestled in the center of this chain of islands, within Monroe County. Islamorada separates the two (2) large bodies of water by no more than one (1) mile of land at its widest point with an average elevation of just five (5) feet above sea level. Islamorada consists of five (5) inhabited islands, Plantation Key, Windley Key, Upper Matecumbe Key, Lower Matecumbe Key, and Tea Table Key which are home to approximately 7,107 permanent residents (2020 U.S. Census). The combined land area of the Village’s chain of islands is approximately 6.43 square miles (4,115 acres) with boundaries extending approximately 18.3 linear miles (including the channels between the islands) from Mile Marker (“MM”) 90.9 to MM 72.6 along the Overseas Highway (“U.S. Highway 1”). In addition to the five (5) populated islands within Islamorada’s waters, several smaller, uninhabited islands including Cowpens Cut and Horseshoe Key are rich in history and important natural habitats.

The waters surrounding Islamorada consist of tidal wetlands, mangrove forests and seagrass habitat, all of which are unique ecosystems that provide food, shelter, and nursery grounds to a multitude of fish, crustaceans, marine mammals, reptiles, and bird species. A vast majority of the saltwater species found in North America are found in the waters surrounding the Florida Keys. The islands of Islamorada are home to many threatened and endangered animal and plant species. The waters of the FKNMS, in Florida Bay, the Gulf of Mexico and the Atlantic Ocean surrounding the entire length of the Florida Keys (including Islamorada), are designated as Outstanding Florida Waters (“OFW”) by the Florida Department of Environmental Protection (“FDEP”). This designation means that these waters are specially protected because of their natural attributes, subjecting them to higher regulatory standards and a greater level of protection regarding water quality. This special protection limits, and in some cases eliminates, discharges to these waters that would lower ambient (existing) water quality.

Archeological evidence shows that Native Indian populations inhabited the islands as far back as two (2) to three (3) thousand years ago. The first historical records of the area date back to 1513 when Ponce de Leon passed through the Florida Keys to fill up fresh water from the Matecumbes before sailing to Europe and Central America. Early settlers came from the Bahamas and New England, ultimately building ships and shipping pineapples, sponges, and plundered shipwreck loot to northern markets. It is believed that Islamorada is named “purple island” for what the original settlers saw as they approached the island chain from the sea. Some people believe the name came from the color of healthy sea grass, others say it was the thousands of native orchids or other native fauna in bloom at the time.

Larger population growth did not occur in the Florida Keys until the 1900s when Henry Flagler built a railroad from mainland Florida to Key West, which opened in 1912. The first road followed in 1928, originally existing in two (2) segments – one from the mainland to Lower Matecumbe Key and the other from No Name Key to Key West – with an automobile ferry service connecting the forty-one (41) mile gap between Lower Matecumbe and No Name Keys. On Labor Day in 1935, the most devastating and deadly hurricane in Florida Keys history struck, wiping out the roadways, the train system and built environment, and killing almost 500 people. Survivors of the 1935 hurricane were dedicated people who remained and rebuilt the community. A road spanning the entire distance of the Florida Keys was later constructed on the remnant Flagler railway bed which opened in 1938. The determination to rebuild after such a catastrophic event led to the rebirth of Islamorada. The population of Islamorada exploded exponentially after World War II as northerners discovered the rich history of the islands, building homes and businesses throughout the Village.

In 1975, the State of Florida legislature recognized the unique environmental sensitivity and mounting development pressures of the region and designated the Florida Keys (Monroe County and its municipalities) and Key West as an Area of Critical State Concern (“ACSC”), one (1) of only six (6) areas in the state. The ACSC Principles of Guiding Development, found in Section 380.0552, Florida Statutes, limit growth potential in the County and its municipalities by restricting new development, both residential and commercial, to ensure the protection of the natural environment and allow for orderly and balanced growth. This protects natural ecosystems while maintaining safe hurricane evacuation timelines for residents and visitors. As a result, the potential growth of the permanent population in the Florida Keys – including Islamorada – is minor.

Islamorada incorporated as a municipality on December 31, 1997. Under the Council-Manager form of government, the Islamorada Village Council has the independent power to enact local legislation, adopt budgets, determine policies, and appoint officers and officials. All policies and decisions must be consistent with the ACSC Principles of Guiding Development. Most of Islamorada’s governmental functions and activities are supported by Islamorada’s Governmental Funds. These funds are generated primarily by taxes, grants, and similar revenue sources, including the collection and disbursement of earmarked monies (special revenue funds) and the servicing of long-term debt (debt service funds).

Islamorada, known by many as the sportfishing capital of the world, is home to perhaps the world’s highest density of professional offshore charter boats, serving as the premiere location for backcountry sportfishing and saltwater fly fishing. This is due in part to the designations of both the coinciding FKNMS and OFW which together protect the unique marine ecosystem. Additionally, Islamorada has many parks and open space, including Windley Key Fossil Reef Geologic State Park, six (6) Village parks and four (4) Village beaches.

Finally, Islamorada’s geology and elevation are such that tidal influence is significant due to the porous cap rock of the land. This is a large factor for consideration in a watershed planning effort

(significantly impacted by sea level rise) because “barrier” type solutions will provide little benefit to mitigate against tidal impacts.

ISLAMORADA COMMUNITY RATING SYSTEM BACKGROUND

The Community Rating System (CRS) is a voluntary program, that provides for reductions of flood insurance premiums by 5 percent up to a maximum of 45 percent for most policy holders with insurable property located within CRS communities. The CRS recognizes 19 creditable activities organized under four categories: Public Information, Mapping and Regulations, Flood Damage Reduction, and Warning and Response.

Communities can choose to undertake any or all these activities. Based on the number of credit points received, a community earns a rank in one of ten CRS classes. Premium discounts range from 5 percent to 45 percent.

CRS Credit Points	CRS Class	CRS Discount (Premium Reduction)
4,500+	1	45%
4,000 – 4,499	2	40%
3,500 – 3,999	3	35%
3,000 – 3,499	4	30%
2,500 – 2,999	5	25%
2,000 – 2,499	6	20%
1,500 – 1,999	7	15%
1,000 – 1,499	8	10%
500 – 999	9	5%
0 – 499	10	0

The Village of Islamorada joined CRS in October of 2015 and has continually advanced in the CRS program. In 2023, the Village continued to maintain a CRS Class 5 scoring 2,599 CRS credit points. The Class 5 designation affords most NFIP policy holders with a 25% percent discount annual discount on flood insurance. The table below outlines the CRS Activities and the current scores in each of the CRS Activities.

CRS Current Participation Points 2017 CRS Coordinator's Manual and 2021 Addendum to the 2017 CRS Coordinator's Manual		
Activity		Current Points Scored
Elevation Certificates	310	38
Map Information Service	320	30
Outreach Projects	330	350
Hazard Disclosure	340	12
Flood Protection Information	350	69
Flood Protection Assistance	360	40
Flood Insurance Promotion	370	105
Open Space Preservation	420	907
Higher Regulatory Standards	430	185
Flood Data Maintenance	440	127
Stormwater Management	450	31
Floodplain Mgmt. Planning	510	361
Flood Protection	530	14
Drainage System Maintenance	540	50
Flood Warning and Response	610	280
Element Point Total		2,599

The Village is exploring the possibility of advancing to CRS Class 4. Historically, one of the major hurdles for Florida Communities meeting the rigorous Class 4 prerequisites is linked to communities adopting a CRS qualifying Watershed Master Plan. It is anticipated that the Watershed Master Plan will meet the CRS Class 4 prerequisite by scoring 90 points for WMP 1 and 30 points for WMP 1. Based on the 2023 CRS Cycle Verification file, and a projected score of 135 points on the WMP, the Village must document an additional 271 overall points and adopt the qualifying Watershed Master Plan to be able to apply for an improvement to a CRS Class 4. The CRS Class 4 prerequisites are in the table below.

Class 4 Prerequisite	Credit	Met
Community agreed to show any draft LiMWAs on the final FIRM, if applic.		X
Enough points to warrant the Class (3,000+)	2,599	
If one or more rep loss properties, actions set in Sections 501-504 are met		X
All flood insurance policies on community owned properties are maintained		X
430—BCEGS of 4/4 or better	4/3	X
Activity 310 Elevation Certificates		
Maintain all required floodplain-related construction certificates		X
≥ 90% accuracy on construction certificates during annual review		X
Credit for construction certificate management procedures (CCMP)	38	X
Activity 430 Higher Regulatory Standards		
1ft Freeboard throughout the SFHA		X
≥ 700 pts. in all other 430 elements, including 422.a., e., and f. in 420 Open Space Preservation (after to imp. adj.)	930	
Activity 450 Watershed Master Plan (WMP)		
Adopt a Watershed Management Plan		
90 pts. for meeting all WMP prerequisites (WMP1)		
30 pts. managing all storms up to and including 100-yr. event (WMP 2)		
rWMP = 0.5 or greater (or show that WMP covers watersheds that comprise at least 50% of its growth)		
Activity 510 Floodplain Management Plan (FMP)		
Adopt a Floodplain Management Plan		X
≥ 50% of the maximum credit under Activity 510 after imp. adj. (≥ 191 pts.)	361	X
≥ 50% of available pts. in Planning Step 2 (≥ 60 pts.)	120	X
≥ 50% of available pts. in Planning Step 5 (≥ 26 pts.)	51	X
≥ 50% of available pts. in Planning Step 8 (≥ 30 pts.)	52	X
Natural Floodplain Functions		
At least 100 pts. (after impact adjustment) from one or a combination of the following elements:	139	
Life Safety Measures		
610 – obtain some credit under this Activity	280	X
620 – meet prerequisite 621.b(2) [map of all areas protected by levees]		

630 – meet prerequisite 631.b(1) [map of all areas flooded by the failure of a high hazard dam and critical facilities that would be flooded.]	n/a	X
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I. Data Inventory and Collection

1. Data inventory (used for initial flood modeling):

a. Inventory of ground characteristics (e.g., soil type, impervious surfaces, wetlands)

The Florida Keys is a chain of islands approximately 220 miles long, extending from the end of the Florida peninsula curving southwest toward the Dry Tortugas. Consisting of 822 islands, of which about 30 are inhabited, the Florida Keys are traversed by U.S. Highway 1 (a.k.a., US 1 or Overseas Highway) with 19 miles of bridges. The Keys are entirely within Monroe County and includes the municipalities of Islamorada, Key Colony Beach, Layton Marathon and Key West. Key West represents about 30 percent (24,000 people) of the population of Monroe County, which, according to the 2000 Census, is about 79,600 people. Islamorada is comprised of approximately 4,500 acres within the island chain. Aside from the conservation areas, land within the Islamorada, Village of Islands has primarily been consumed by development.

The beach/berm formation in the Florida Keys is relatively infrequent, with natural beaches found from Upper Matecumbe Key southward. Within Islamorada, Village of Islands naturally formed beaches occur between MM 83 and MM 81 on Upper Matecumbe Key, and along the entire oceanside of Lower Matecumbe Key.

In general, Florida watersheds are characterized by a large land mass that concentrates and directs runoff to a relatively small waterbody. Thus, runoff is discharged to receiving waters wherein pollutants are concentrated. The Florida Keys, in contrast, is a 220 miles-long string of small narrow linear islands surrounded by a very large receiving waterbody. As a result, local runoff is not focused, and pollutants are dispersed in the Gulf of Mexico and Straits of Florida.

Soils are such that infiltration and percolation are relatively enhanced, moving infiltrated runoff and its pollutants to nearshore waters quickly, yielding little or no nutrient entrapment or treatment in the soil matrix. The Florida Keys are in USDA Hardiness Zones 11a (Key Largo to Marathon) and 11b (Marathon through Key West). Soils (Key Largo Limestone and Miami Oolite) are alkaline, with a pH range from 7.2 to 8.2. Rainy/hurricane season extends from June through November. The rest of the year is the dry season. On average, rainfall is about 40 inches per year, with most rainfall occurring during the rainy season.

Land use data representing land cover conditions was derived from the most recent statewide Florida Land Use and Cover Classification System (FLUCCS) code database (2019). A visual comparison was undertaken between the FLUCCS and the Village's Zoning Map in its attribute properties and there appears to be no noticeable difference in zoning classification across all of Islamorada (at least visually) between the two land use coverages. Results of this comparison show a minor increase in urban areas with slight decrease in water and vegetative land use

classifications. Overall, it was noted that areas with slight variations in land use classification appeared to be hydraulically connected to a coastal outfall and would be minimally impacted as a result of slight variations in land use classification. This justifies using FLUCCs shapefile as a basis for land cover.

Most of the watershed is classified as urban area (53.1%), divided into low, medium, and high residential (37.6%), and commercial, recreational, industrial, institutional, and open land uses (15.6%). This is followed by Wetlands (36.2%), water (4.4%), Transportation/utilities at 3.3%, and Upland Forest/Nonforested/Barren Land at 3.3%, 2.3%, and 0.1% respectively. Total impervious surfaces are estimated at 24.12%. Impervious surface percentages are derived from *Chapter 3: Watershed Hydrology, Appendix 3.A.: Land Use Classification/Grouping from SJRWMD Technical Reports, 2012*.

b. Inventory of existing drainage system

1. Village's drainage system

The Village provided an AutoCAD survey conducted by the Village of Islamorada that includes relevant stormwater infrastructure such as driveway culverts, curb and ditch inlets along US-1 to be factored into the analysis. Surveyed structure locations and descriptions, including invert elevation data, were exported, and individually assessed within the Interconnected Channel and Pond Routing Model (ICPR) created for this Watershed Management Plan. The available stormwater inventory includes structures primarily along US-1 with several additional structures along Old Hwy and Old State Road (SR) 905. Most of the stormwater infrastructure located south of the Plantation Key area of Islamorada was mucked and/or filled with water. Consequently, the respective stormwater structures had features and inverts that were not able to be obtained or surveyed at the time of the field efforts.

2. Florida Department of Transportation (FDOT) drainage system

The existing available stormwater inventory was limited to FDOT structures along US-1, Old Hwy, and Old SR 905 such as driveway culverts, curb and ditch inlets with gaps in data beyond Plantation Key. The lack of stormwater invert and feature information for FDOT structures resulted in using drainage assumptions and engineering judgment to obtain missing data, based on LiDAR data, relative positioning of existing structures to major waterways, and characteristics of nearest stormwater structures. Available invert elevation data from structures in the Plantation Key region of Islamorada illustrates that existing FDOT structures were constructed at higher elevations, corresponding to elevations along FDOT right-of-way. As a result, they were determined to have little to no positive drainage impact for the communities in the Keys overall, including Islamorada, at risk of sea level rise-induced inundation with minimal benefit during rainfall design storm events.

c. Inventory of data availability

Data availability within the Village is quite good. Several simultaneous efforts are ongoing at the County and Village levels that are focused on overall resiliency, climate planning, and infrastructure adaptation. Central to those efforts have been data compilation and collection and

the key to developing a Watershed Management Plan is the development of infrastructure data sources and evaluating how those assets are being or will be impacted by flood risk.

1. Village of Islamorada

i. Islamorada Matters

The Islamorada Matters Plan was developed in 2015 and was the Village's first effort to coalesce sustainability and resiliency principles with data related to future sea level rise impacts. The Village undertook the effort to develop data sources, policies, strategies and start the community discussion related to resiliency. There were several focus areas identified in the final Islamorada Matters Plan:

- Habitat
- Infrastructure and Built Environment
- Village Buildings and Key Facilities
- Adaptation Strategies
- Sustainability

This Plan evaluated the Village's level of preparedness and investigated the potential impacts of sea level rise, exceptionally high tides, storm surge and other sea level rise issues. As vulnerability and sea level rise modeling data were developed for the project, candidate adaptation strategies were developed and publicly discussed, and a series of public meetings were held to help the community understand what Islamorada will face and what can be done to manage the challenges.

ii. Stormwater Master Plan

Pursuant to Chapter 30, Article VII, Division 8 of the Land Development Regulations (LDRs) of Islamorada, Code of Ordinance (the Code), the purpose and intent of the stormwater management regulations is to provide for the safe management and disposal of stormwater runoff from developed areas, and to protect natural resources to minimize or eliminate potential adverse impacts to surface waters, shallow groundwater, and natural resources areas within the Village.

In 2000, the Village of Islamorada developed a Stormwater Master Plan to address water quality improvements to the stormwater discharges into Village Canals and near shore waters of the Florida bay and Atlantic Ocean. Initial funding for the implementation of the Village Master Program for the fiscal years 1999 –2001 were obtained from various agencies, including the South Florida Water Management District (SFWMD), FDOT, and the Florida Department of Environmental Protection (DEP). This was driven by numerous studies, identifying the concerns of pollutants on the declining near shore water quality. The Stormwater Master Plan allowed the Village to implement corrective actions and preventative measures to minimize stormwater pollutant loading to canals, near shore waters, and provide solutions that account for natural and ecological resources. Additionally, the Master Plan identifies management initiatives such as ordinances and Best Management Practices (BMPs)

that will ensure the health and safety of the ecosystem and protect public and private property.

The Village's Stormwater Master Plan includes identification of drainage basin boundaries, on-site evaluation of existing drainage structures, assessment of natural areas, and assembly of the data into the stormwater Geographical Information System (GIS) Management System. Results of the Master Plan include Event Mean Concentration (EMC) of the four separate islands within the Village including Plantation Key, Windley Key, Upper Matecumbe Key, and Lower Matecumbe Key. These areas were individually evaluated based on their respective EMC parameters, individually ranked per their priority, provided proposed BMPs, and estimated for cost of future implementation.

However, among the requirements for the Five-Year Work Program was to establish multiple financial mechanisms to generate sufficient revenue for a long-term stormwater management program. At the time of creating the Stormwater Master Plan, the Village did not have a source of future funding for implementing stormwater improvements. In response to supplemental financial support of the Stormwater Master Plan, a few opportunities were identified. These included Federal, state, and coastal programs as well as low interest loans, development of village ordinances, stormwater utility, and private endowments.

Islamorada's Stormwater Design Criteria Technical Manual (Manual) (2016) was created as a supplementary and illustrative guide to the Islamorada Village of Islands Stormwater Master Plan (2000). This Technical Manual contains forms and procedures, minimum design standards, details and maintenance requirements for stormwater management to provide technical assistance to those submitting a stormwater management plan for development and to aid and accompany the stormwater regulations. This Manual supersedes the previous Manual dated February 2002. Islamorada has begun updating its Stormwater Master Plan in the coming year following the completion of the Mobile LiDAR data discussed in following section.

iii. Stormwater Assessments

On August 23, 2005, the Village Council adopted Ordinance No. 05-15 (the "Assessment Ordinance"), thereby authorizing the imposition of Stormwater Service Assessments against real property benefited by the Village's provision of Stormwater Management Services. Pursuant to this Assessment Ordinance, the Village imposed Stormwater Service assessments for the first time beginning in November 2005. The funds generated by this assessment are used to fund stormwater service costs within the Village's Stormwater Utility Enterprise Fund. The Assessment Ordinance requires that the Village annually adopt a final rate resolution for each subsequent fiscal year.

iv. Mobile LiDAR

Islamorada has secured mobile LiDAR across the municipality to better understand the elevation changes along owned / maintained roadways and critical infrastructure within the Village. The mobile LiDAR survey was executed in accordance with the FDOT terrestrial mobile

LiDAR (TML) Type A Survey standards to achieve the required accuracies. This includes specific target and validation point spacing, point density requirements and redundant / multiple pass measurements. The dataset is expected to be completed February 2024.

2. Monroe County

Monroe County has been engaged in resiliency, climate, and sustainability planning since 2010 when it first hired a staff person to head the County's sustainability and climate initiatives. That effort was concurrent with the award of American Reinvestment and Recovery Act (ARRA) funds and was one catalyst in undertaking these broader planning and infrastructure initiatives. This led to the County's first sustainability and resiliency planning document known as GreenKeys. Concurrent with the development of GreenKeys, the Village of Islamorada produced its first previously referenced climate planning document known as Islamorada Matters.

The County has continued its resiliency planning initiatives and coordination between the County and the Village on these initiatives has increased. The County has amended provisions of its Comprehensive Plan and integrated sea level rise policy initiatives into the Plan and its Code of Ordinances. The County also produced its first Vulnerability Assessment in 2015 in conjunction with the GreenKeys Planning process. The County also produced a credited CRS Watershed Management Plan in 2019 and was awarded 120 points for that effort. This WMP was one of the first in the County to incorporate the new guidance related to sea level rise into the effort evaluating the NOAA Intermediate High 2100 condition. The County undertook numerous other policy initiatives such as a specific state-mandated update of its Coastal and Conservation Element of the Comprehensive Plan to comply with new state guidelines. The County updated its Vulnerability Assessment work in 2021. In 2021, new state law was enacted requiring certain technical parameters be included within the local government Vulnerability Assessments and the County is launching that work in 2023.

The County also initiated a planning effort in 2020 to conduct a Roads Vulnerability Analysis and Capital Plan. This extensive engineering-based effort has been based on updated and highly accurate mobile LiDAR previously collected by the County and evaluates the vulnerability and criticality of the County's roadways. The Plan includes conceptual engineering design, cost estimates, and a timetable in five-year increments to undertake road elevation, stormwater, and tidewater adaptation projects. The County and municipalities have engaged in extensive coordination to expand that planning process across the entirety of the Keys including the municipalities. The County has recently launched a Natural Resources Adaptation planning process to determine the cost-benefit and natural resources adaptation priorities in the County. Finally, the County has begun implementing several road elevation/adaptation and shoreline projects according to state and federal grants and appropriations received.

3. FDOT

FDOT has developed a statewide Resilience Action Plan (RAP), including US-1 as required by Section 339.157, F.S. The plan should enhance infrastructure and operational resilience, design retrofits and construct highway facilities, and enhance partnerships to address multijurisdictional needs. The RAP assesses potential impacts of storms, flooding, and sea level rise on the State

Highway System, and identifies strategies to improve the resiliency of Transportation facilities. Recently, FDOT initiated development of the Statewide Resilience Improvement Plan (RIP) which will build on the prior analysis on the statewide RAP and can potentially provide additional federal funding identified by the plan.

The current RAP includes a priority project list, which categorizes short term projects in line with FDOT's five-year work program and long-term projects based on their respective needs and cost-feasible long-range plans. The priority project list identifies geographic areas that may be subjected to water-related hazards. The *FDOT Resilience Action Plan Appendix A (Project List)* reflects that Islamorada falls under the medium tier project category.

4. Florida Keys Aqueduct Authority

The Florida Keys Aqueduct Authority (FKAA) has provided data to both the Village of Islamorada and Monroe County in efforts to conduct Vulnerability Assessments simultaneously with this effort to produce the Watershed Management Plan. Data regarding critical facilities has been incorporated into baseline asset maps referenced later within this document. Because the Village does not own or manage FKAA assets, they are considered "regionally significant" and will be evaluated under the scenarios required by Section 380.093, F.S. and incorporated into the Critical Asset Inventory work product from the Vulnerability Assessment effort.

2. Locations of

a. Critical facilities, cultural/historical, and other places/areas of interest

Within Islamorada, the public has access to the water via beaches, marinas, boat ramps and parks. Islamorada has three parks with water access facilities: Library Park (Upper Matecumbe Key), Plantation Yacht Harbor (Plantation Key) and Anne's Beach (Lower Matecumbe Key). Library Park has a beach. Plantation Yacht Harbor has a marina and boat ramp as well as a beach area that is open to the public. Anne's Beach has a beach and two walkways that provide access to the Atlantic Ocean.

Another way for the public to access the scenery and natural beauty of Islamorada is by the Overseas Highway (U.S. 1). Within the Village, U.S. 1 has several points where either the Atlantic Ocean or the Florida Bay is visible. The three bridges between the islands also provide visual access for the public.

Infrastructure components in the coastal area include roads, water and sewer lines and drainage facilities and at this time, it is not anticipated that any infrastructure will need to be relocated due a severe storm event. There are three bridges in the Islamorada Waterways: Snake Creek Bridge, Whale Harbor Bridge, and the Lignumvitae/Indian Key/Teatable Bridge. All the drainage structures within Islamorada are in the coastal area. The public infrastructure, as identified above, could sustain damage from a natural disaster. Relocation of infrastructure is not a viable solution

since the existing infrastructure is necessary to protect the health and safety of the residents in Islamorada, Village of Islands.

Islamorada is simultaneously conducting a Resilient Florida Vulnerability Assessment concurrently with this Watershed Management Plan. Asset Inventory GIS files are in Appendix B and include the 4 primary asset classes as defined in Section 380.093(2), F.S. The 4 primary asset classes as defined by state statute are:

1. Transportation assets and evacuation routes, including airports, bridges, bus terminals, ports, major roadways, marinas, rail facilities, and railroad bridges.
2. Critical infrastructure, including wastewater treatment facilities and lift stations, stormwater treatment facilities and pump stations, drinking water facilities, water utility conveyance systems, electric production and supply facilities, solid and hazardous waste facilities, military installations, communications facilities, and disaster debris management sites.
3. Critical community and emergency facilities, including schools, colleges, universities, community centers, correctional facilities, disaster recovery centers, emergency medical service facilities, emergency operation centers, fire stations, health care facilities, hospitals, law enforcement facilities, local government facilities, logistical staging areas, affordable public housing, risk shelter inventory, and state government facilities.
4. Natural, cultural, and historical resources, including conservation lands, parks, shorelines, surface waters, wetlands, and historical and cultural assets.

The baseline infrastructure map series generally follows these 4 defined asset classes, but certain maps were separated further within that classification system because the maps would have included too many assets to make them legible. For instance, there are 3 Critical Infrastructure Baseline Maps and 5 related to Natural, Cultural and Historical Resources. The asset data provided by the Village was also supplemented with asset information from the State of Florida, the Department of Homeland Security, and the Florida Department of Transportation.

Actual Asset Maps include the following:

- Aquatic Natural Areas Baseline
- Community and Emergency Management Baseline
- Critical Infrastructure Baseline (Potable Water)
- Critical Infrastructure Baseline (Sanitary Sewer)
- Critical Infrastructure Baseline (Other)
- Historical and Cultural Areas Baseline
- Terrestrial Natural Areas Baseline
- Transportation Baseline

b. Vulnerable areas and their descriptions

The most catastrophic threat to public safety in coastal areas of Florida is the potential loss of life and property from storm surge, flooding and high winds associated with hurricanes. Islamorada

is situated in the Florida Keys along the Atlantic coast, which has been identified by the National Oceanic and Atmospheric Administration (NOAA) as the area of the United States most vulnerable to hurricanes. The National Flood Insurance Program (NFIP) administered by the Federal Emergency Management Agency (FEMA) has determined that most land within Islamorada is subject to flooding from a 100-year storm. The areas of Islamorada most threatened by flooding are the waterfront properties. As a coastal community, the threat to property and human life from flooding in the Village is primarily from tidal inundation and storm surges associated with severe storm events, not from upstream drainage conditions.

The coastal high hazard area in Florida is defined by Section 163.3178, F.S. as "...the area below the elevation of the category 1 storm surge line as established by a Sea, Lake, and Overland Surges from Hurricanes (SLOSH) computerized storm surge model". Under the South Florida Regional Planning Council's (SFRPC)'s Hurricane Evacuation Plan, all of Islamorada has been identified in the evacuation zone for a Category 1 storm. In the event of a Category 1 or 2 hurricane, the residents of Islamorada are instructed to go to one of the three designated Monroe County Shelters of Last Resort in Islamorada or evacuate from the community. Within Islamorada 3,550 households or approximately 7,632 permanent residents would need to be evacuated. Islamorada residents would primarily use U.S. 1 to evacuate to one of the shelters in Islamorada or on the mainland.

c. Natural and constructed drainage systems and channels

Based on the stormwater inventory provided by the Village of Islamorada, the majority of storm drain inlets and connected pipes exist along US-1. The inventory was provided in the form of CAD as-builts and stormwater shapefiles. Several isolated inlets and associated stormwater infrastructure exist along Old Hwy and Old SR 905. Storm drains inlets located in the northern Plantation key section of Islamorada were in noticeably better condition compared to the remainder of Islamorada. Remaining stormwater structures for Windley Key, Upper Matecumbe Key, and Lower Matecumbe Key consisted primarily of flat grate inlets and yard drains. The vast majority of these structures contained pipe inverts that were either inaccessible, "recessed", filled with water, or filled with muck. Additionally, several shallow swales connected by cross drains were identified along US-1, most notably in the Plantation key region of Islamorada near Founder's Park. Though Islamorada contains a number of shallow drainage systems and channels, the exact number has been determined to be immaterial as they did not appear to be hydraulically connected to positive outfalls based on available information and rely primarily on overland flow as their primary means of discharge. Furthermore, assessing existing channels in basins primarily connected to coastal outfalls as the case of Islamorada, provides little to no benefit from a modeling perspective with increased margin of error and model instability. As a result, existing channels were not modeled in the WMP as they were also accounted for in the stage storage information.

3. Existing regulations and plans in place for reducing flood risks

From the Village's Comprehensive Plan (2022) the following policies are included related to reducing flood risks and stormwater management:

Related to the reduction of flood risk, the Village has adopted numerous policies within the Coastal Element of the Comprehensive Plan. Several of these policies were recently adopted pursuant to the requirements of Section 163.3178, F.S. (Peril of Flood) amendment process. They include:

OBJECTIVE 5-1.17: MAINTAIN CONSISTENCY WITH FEDERAL, STATE, OR REGIONAL COASTAL INITIATIVES AND PROGRAMS

The Village will maintain Federal, State, and regional programs that will assist in reducing flood risk to a level that is at minimum consistent with the required program, and where possible and in the best interest of the Village, more stringent than the program.

- **Policy 5-1.17.1: Coastal Construction Control Line**

The Village shall enforce all regulations pertaining to the State's Coastal Construction Control Line as established pursuant to F.S. § 161.053 to be consistent with F.S. Ch. 161.

- **Policy 5-1.17.2: Florida Building Code**

Ensure the Village remains either consistent with, or more stringent than, the building construction techniques, and additional flood resistant construction requirements within the Florida Building Code and applicable flood plain management regulations set forth in 44 C.F.R. part 60.

- **Policy 5-1.17.3: National Flood Insurance Program, Community Rating System**

The Village will continue to participate in the Community Rating System administered by the National Flood Insurance Program. The Village shall continue to strengthen their sea-level rise adaptation strategies and work to reduce flood risk and losses, to improve their Community Rating Score.

OBJECTIVE 5-2.3: DEVELOPMENT AND REDEVELOPMENT PRINCIPLES, STRATEGIES AND SOLUTIONS TO PROTECT CRITICAL INFRASTRUCTURE FROM FLOOD EVENTS

The Village shall update data of critical facilities and create new strategies related to climate change impacts to infrastructure and shoreline protection.

- **Policy 5-2.2.1: Implement Updated FEMA Maps**

Islamorada, Village of Islands shall implement the revised and updated FEMA flood maps upon receipt of the Final Map Determination by FEMA and evaluate floor elevation requirements, as necessary, for all new construction in vulnerable areas.

- **Policy 5-2.3.1: Inventory Of Critical Facilities**

The Village will maintain a list of critical facilities within areas vulnerable to repeat flooding and analyze the facilities' capacity to accommodate sea-level rise over the life expectancy of the infrastructure.

- **Policy 5-2.3.2: Strategies And Solutions To Protect Critical Facilities**

The Village shall develop strategies that identify how the Village will respond to impacts on critical facilities located in flood areas, considering the potential need and cost to maintain or relocate critical facilities from the areas expected to be affected.

- *Policy 5-2.3.3: Shoreline Stabilization Strategy*

The Village will enforce a shoreline stabilization strategy to protect and enhance the built and natural environments from erosion and sea-level rise impacts, prioritizing natural green infrastructure approaches. The Village shall assure shoreline stabilization strategies are found to be in the public interest while taking into consideration the Village's vulnerability to climate change impacts. The Village shall consider public access to beaches, impacts to neighboring properties and the values and functions of beaches and coastal/marine systems relative to shoreline stabilization strategies.

OBJECTIVE 5-2.4: SITE DEVELOPMENT TECHNIQUES AND BEST PRACTICES TO MINIMIZE LOSS DUE TO FLOODING

In compliance with F. S. 163.3178(2)(f)3, during this short-term planning period the Village will implement site development techniques and best practices that reduce losses due to flooding.

- *Policy 5-2.4.1: New Planning, Design And Permitting Standards*

The Village will incorporate a planning, design and permitting standard for infrastructure and public facilities that includes a sea-level rise assumption based on NOAA's Intermediate High projections. The Village shall review and update sea-level rise projections when new and pertinent data is available.

- *Policy 5-2.4.2: Monitor Changes To Road Elevation Standards*

The Village shall coordinate with appropriate agencies to monitor changes to minimum road elevation standards which may be specific to areas within Monroe County due to its unique exposure to climate change and sea-level rise impacts. Best science available will influence the management technique(s) to be utilized.

- *Policy 5-2.4.3: Adaptation Action Areas*

The Village shall consider designation of "Adaptation Action Areas" with specific site development techniques and best practices to minimize losses due to flooding and claims made under flood insurance policies. New site development techniques could include living shorelines, bio-retention swales, permeable pavement, and green roofs.

Additionally, more general policies related to stormwater management are included within Chapter 4, the Public Facilities Element of the Comprehensive Plan include a stormwater level of service.

- *Policy 4-1.1.2: - Adopt Stormwater Level of Service Standards.*

Islamorada, Village of Islands hereby adopts LOS standards for stormwater management as currently mandated by State agencies, as defined in the Village's adopted Stormwater Management Master Plan as follows:

1. Post development runoff shall not exceed the pre-development runoff rate for a 25-year storm event, up to and including an event with a 24-hour duration.

2. Stormwater treatment and disposal facilities shall be designed to meet the design and performance standards established in F.A.C. Ch. 62-25, § 25.025, with treatment of the runoff from the first one (1) inch of rainfall on-site to meet the water quality standards required by F.A.C. Ch. 62, § 302.500; and
3. Stormwater facilities which directly discharge into 'Outstanding Florida Waters' (OFW) shall provide an additional treatment pursuant to F.A.C. Ch. 62-25.025 (9). Stormwater facilities must be designed so as to not degrade the receiving water body below the minimum conditions necessary to assure the suitability of water for the designated use of its classification as established in F.A.C. Ch. 62-302.

GOAL 4-3: - ADDRESS DRAINAGE/STORMWATER ISSUES.

Islamorada, Village of Islands shall provide a stormwater management system which corrects existing deficiencies, protects real and personal property and enhances and protects ground and nearshore water quality.

OBJECTIVE 4-3.1: - IMPLEMENT STORMWATER IMPROVEMENTS.

Islamorada, Village of Islands shall implement the Village's adopted Stormwater Management Master Plan (Islamorada, Village of Islands, Stormwater Management Master Plan, Project No. 00-0206, prepared by Law Engineering and Environmental Services, Inc., in cooperation with the South Florida Water Management District, September 2000), incorporated herein by reference, through administering an annual Stormwater Management Program.

- **Policy 4-3.1.1: - Implement Priority Stormwater Projects.**

Islamorada, Village of Islands shall continue implementation of priority improvement projects identified in the Village's Stormwater Management Master Plan to improve and make corrections for stormwater management, erosion and sedimentation control and water quality. The Stormwater Management Program shall follow the schedule for improvements provided in the Stormwater Management Master Plan. Each improvement project shall include planning, design, and construction phases. The Village shall fund annual improvement projects through the various innovative funding mechanisms and grant programs identified in the Stormwater Management Master Plan. The Village shall acquire easements as necessary, in conjunction with annual stormwater improvement projects. The Village shall review and update the Stormwater Management Program, as needed, on an annual basis.

- **Policy 4-3.1.2: - Implement Financial and Regulatory Mechanisms for Stormwater Improvements.**

Islamorada, Village of Islands shall continue to fund drainage basin improvements through the Village's stormwater utility and monitor the performance of the system. The Village shall amend the capital improvement schedule to incorporate programs and funding allocations, as necessary, to implement stormwater improvement projects. The Village shall maintain a regulatory framework for alleviating and/or preventing increased stormwater and surface water management problems and issues generated by development and/or redevelopment activity.

- Policy 4-3.1.3: - Request Funding from FDOT for U.S. 1 Stormwater Improvements.

Islamorada, Village of Islands shall request funding from FDOT to correct identified stormwater deficiencies within the U.S. 1 corridor.

OBJECTIVE 4-3.2: - PROTECT NATURAL FUNCTIONS.

Islamorada, Village of Islands shall protect the functions of natural groundwater recharge areas and natural drainage features.

- Policy 4-3.2.1: - Ensure that Developed Lands Provide Adequate Drainage and Protection from Flooding and Manage the Retention of Ground and Surface Water at Levels that Enhance Natural Storage Capacity of Watersheds.

Islamorada, Village of Islands shall promote the ecological, biological, and hydrological role that surface waters play in sustaining surface vegetation. The Village shall manage the location, design, and intensity of development in order to foster continuance of natural hydrological processes, including promoting on-site retention of surface waters, natural return of surface water into the soil, and channeling excess stormwater volume primarily via natural grassy swales. Land Development Regulation shall require the integration of natural storage areas and natural drainage courses into water management plans for new development and redevelopment.

- Policy 4-3.2.2: - Provide Adequate On-Site Retention and Ground Water Recharge While Directing Surplus Run-off to Receiving Waterways in a Manner Which Prevents Imbalance to Their Ecosystems.

Islamorada, Village of Islands shall require Land Development Regulations to include land use controls, such as subdivision regulations, zoning and site plan review, erosion controls, water quality controls, landscaping, and flood management regulations to assist in implementing the Stormwater Management Program. The programs shall be assessed annually and updated as necessary based on improved knowledge of problems, issues, and best management practices.

- Policy 4-3.2.3: - Pursue the Development of Adequate Off-Site Surface Water Management Facilities.

The Village shall monitor, at regular intervals, the performance of existing off-site drainage facilities, evaluate existing and potential future problems or issues, and pursue the funding of necessary structural and non-structural system improvements for effective surface water management. All new developments shall provide an equitable contribution for off-site drainage improvements necessitated by the development.

- Policy 4-3.2.4: - Coordinate Watershed Management Plans and Policies with Appropriate Public Agencies.

Islamorada, Village of Islands shall ensure coordination of watershed management plans and policies with appropriate local, regional, State, and Federal agencies, including Monroe County, the South Florida Water Management District, the State Department of Environmental

Protection, the Agricultural Extension Service, the United States Army Corps of Engineers and the U.S. Fish and Wildlife Service.

- Policy 4-3.2.5: - Require Buffer Zones.

Islamorada, Village of Islands shall maintain Land Development Regulations that require new development to provide buffer zones adjacent to natural drainageways and retention areas.

- Policy 4-3.2.6: - Manage Land Use in the Floodplain and Coastal Areas.

Land Development Regulations shall include performance criteria regulating development within the floodplain and shoreline areas as a result of the Stormwater Management Master Plan.

OBJECTIVE 4-6.1: - PROTECT FRESHWATER LENSES.

Islamorada, Village of Islands shall protect freshwater lenses within the Village from loss of recharge potential, ensure the preservation of the existing freshwater lens systems, and from threats of groundwater contamination.

- Policy 4-6.1.1: - Adopt Stormwater Management Regulations.

The Village shall continue to maintain Land Development Regulations for managing stormwater run-off. The regulations shall be consistent with the adopted Stormwater Management Master Plan and regulate the quality and quantity of stormwater discharges, encourage the use of site-specific natural drainage features to the maximum extent possible before utilizing structural stormwater control, and shall restrict the percentage of impervious areas on development and redevelopment sites.

From the Village's Code of Ordinances (current), the following policies are summarized in this section, but the Floodplain Management Ordinance is included entirely in Appendix A:

Article 6-III Floodplain Management Standards

The provisions of this article shall apply to all development that is wholly within or partially within any flood hazard area, including but not limited to the subdivision of land; filling, grading, and other site improvements and utility installations; construction, alteration, remodeling, enlargement, improvement, replacement, repair, relocation or demolition of buildings, structures, and facilities that are exempt from the Florida Building Code; placement, installation, or replacement of manufactured homes and manufactured buildings; installation or replacement of tanks; placement of recreational vehicles; installation of swimming pools; and any other development.

Intent. The purposes of this article and the flood load and flood-resistant construction requirements of the Florida Building Code are to establish minimum requirements to safeguard the public health, safety, and general welfare and to minimize public and private losses due to flooding through regulation of development in flood hazard areas to:

- 1) Minimize unnecessary disruption of commerce, access, and public service during times of flooding.

- 2) Require the use of appropriate construction practices to prevent or minimize future flood damage.
- 3) Manage filling, grading, dredging, mining, paving, excavation, drilling operations, storage of equipment or materials, and other development which may increase flood damage or erosion potential.
- 4) Manage the alteration of flood hazard areas and shorelines to minimize the impact of development on the natural and beneficial functions of the floodplain.
- 5) Minimize damage to public and private facilities and utilities.
- 6) Help maintain a stable tax base by providing for the sound use and development of flood hazard areas.
- 7) Minimize the need for future expenditure of public funds for flood control projects and response to and recovery from flood events; and
- 8) Meet the requirements of the National Flood Insurance Program for community participation as set forth in Title 44 Code of Federal Regulations, Section 59.22.

Pursuant to Chapter 30, Article VII, Division 8 of the Land Development Regulations (LDRs) of Islamorada, Village of Islands (the Village), Code of Ordinance (the Code), the purpose and intent of the stormwater management regulations is to provide for the safe management and disposal of stormwater runoff from developed areas, and to protect natural resources to minimize or eliminate potential adverse impacts to surface waters, shallow groundwater, and natural resources areas within the Village. Specifically, as applicable to this Watershed Management Plan, the General Design and Performance Standards for Stormwater Management Systems is provided as follows:

Sec 30-1727 General Design And Performance Standards For Stormwater Management Systems

The applicant shall comply with the minimum general design standards as follows:

A stormwater management system designed and installed for the development shall contain provisions for:

Pollution abatement (Category 1, Category 2, and Category 3): Refer to the Design Criteria, Performance and Maintenance section of the stormwater design criteria technical manual to determine required pollution abatement volume.

Rate of discharge limitations (Category 2 and Category 3): The post-development peak rate of discharge permitted from the site shall not exceed the pre-peak rate of discharge from the site during a 72-hour/25-year frequency storm event. Those sites with no positive outfall shall be required to retain total runoff from a 72-hour/25-year storm event.

Finished floor elevation: The finished floor elevation of a retention/detention facility shall be designed to contain a 100-year storm event with no discharge.

Protection from flooding (Category 2 and Category 3): All structures are to be constructed in a manner consistent with flood protection and floodplain encroachment standards established in the village land regulations and comprehensive land use plan.

Airstrip, industrial, mariculture, and residential high-land use activities shall provide for at least 0.5 inch of additional retention/detention pretreatment volume for redevelopment and at least 1.0 inch of retention/detention additional pretreatment volume for new development.

Systems with inlets in grassed areas, in conjunction with vegetated swales, shall be credited with up to 0.20 inch of the required wet detention amount for the contributing areas. Full credit shall be based on a ratio of 5:1 (pervious area: impervious area), with the exception of saltmarsh and buttonwood habitats, which will require a comparable ratio of 7:1. Vegetated and grassed areas must be permanently protected from vehicular use and structural encroachment.

Stormwater discharge facilities which discharge directly to sensitive receiving waters shall provide additional retention pretreatment equal to 50 percent of the total required volume, depending on the arrangement of on-site facilities. Sensitive receiving waters are defined as: Class III Outstanding Florida Waters; and Canals or other waterways (manmade or natural) connecting with these waters.

A 72-hour/25-year storm event shall be used in computing off-site discharge rates unless otherwise specified by the director of planning and development. However, if the site development has unusual site-specific conditions, the applicant may request an alternative discharge rate given supporting evidence.

A retention/detention system shall be required which limits peak discharge of a developed site to the discharge from the site in the pre-development condition during a 72-hour/25-year frequency storm event.

Stormwater management systems shall be located between the development and the receiving water body where appropriate.

Special engineering features to minimize the transport of floating debris, oil, and grease remaining in the detention volumes to reduce peak discharges must be incorporated into the design of the outlet control structure. The design of this control system should make adequate provision to minimize erosion.

Water surfaces can be deducted from site areas for water quality pervious/impervious calculations.

Prior to building permit approval, projects shall be required to receive appropriate permits from state and federal agencies to comply with the rules and regulations for stormwater facility design, performance, and discharge.

Discharged stormwater runoff shall not degrade receiving surface water bodies below the minimum conditions established by state water quality standards (F.A.C. chs. 62-302 and 62-25).

The Village also has provisions for a Stormwater Management System in Article 48-II Stormwater Assessments within the Code.

This Stormwater Design Criteria Technical Manual (Manual) has been created as a supplementary and illustrative guide to the Islamorada Village of Islands Stormwater Management Master Plan (2000). This Technical Manual contains forms and procedures, minimum design standards, details, and maintenance requirements for stormwater management in order to provide technical assistance to those submitting a stormwater management plan for development and to aid and accompany the stormwater regulations.

This Manual supersedes the previous Manual dated February 2002. This update was implemented to better suit the changing needs of the Village and incorporate additional information regarding new and alternative stormwater management systems. The Manual is subject to future revisions, as deemed necessary by the Village to continue to meet industry standards, the needs of the citizens, and the changing environment. Future revisions to the Manual will be conducted per Section 30-1729 of the Code. The revisions may be conducted by Staff or by consultants under staff direction. This manual is intended for use for all land use categories unless specifically exempt according to Chapter 30 LDRs. Additional requirements set forth by Chapter 30, Article VII, Division 8 of the Code must be observed as applicable.

Finally, Division 48-II-3 establishes the Stormwater Assessments structure previously described. It includes the following legislative determinations:

- a) The stormwater utility possesses a logical relationship to the use and enjoyment of all developed property by treating and controlling contaminated stormwater generated by improvements constructed on developed property, which resulted in the alteration of such property from its natural state to accommodate such improvements.
- b) The special benefit received by assessed property is the control, management and treatment of the stormwater burden generated by the improvements on developed property.
- c) Substantially all of the stormwater burden managed, controlled and treated by the stormwater utility is generated by developed property and the amount of stormwater generated by property in its natural state that is managed, controlled and treated by the stormwater utility is inconsequential.
- d) The village has adopted the stormwater management element of the comprehensive plan which sets forth goals that make it necessary and essential to construct improvements and extensions to the existing stormwater system so the collection, storage, treatment, and conveyance of stormwater within the village adequately protects the health, safety, and welfare of the citizens of the village. The creation and maintenance of the stormwater utility is designed to implement the stormwater management element and other municipal, federal and state policies mandating stormwater management programs by local governments.

II. Initial Flood Modeling

As stated throughout this WMP, Islamorada is conducting two efforts simultaneously. There was coordination throughout the development of the WMP and Islamorada's Vulnerability Assessment because members of the Team were consistent across the two projects. Collaboration occurred on elevation data, flood data and scenarios, tide gauge and other data sources to ensure outcomes were coordinated. While the efforts used two different evaluation methods, both were harmonized to meet the objectives under their respective programs including the Section 380.093(3), F.S. criteria for Vulnerability Assessments as well as the CRS Coordinator's Manual (2017 & 2021 Addendum). Summaries of the modeling approaches follow.

For the Vulnerability Assessment, the Team conducted a geospatial analysis to evaluate current and future flood risk based on 38 parameters. Sea level rise, high tide flooding, storm surge, rainfall, and combination flood simulation modeling and corresponding data visualization will be produced using ESRI's ArcGIS Pro. The model foundation harnesses the most recent, best available LiDAR data with numerous federal, state, and private methodologies and GIS data sets, each with its specific limitations and constraints. For the Vulnerability Assessment analysis, the digital elevation model used to map the various flood projections does not incorporate a detailed pipe network analysis, or engineering-grade hydrologic analysis. Climate risk modeling will be provided via high-resolution raster depth grids that detail the maximum water depth for the planning horizon (for this assessment the planning horizons are the years 2040, 2070, and 2100) and the various climate projections in the assessment. The exposure and sensitivity of the critical assets defined in Subsection 380.093, F.S. will be determined by the locations and information stored within the GIS data gathered during the project timeline and produced.

Modeling approaches and corresponding data requirements are described briefly below.

1. Sea level rise is modeled using NOAA Office for Coastal Management's Detailed Method for Mapping Sea Level Rise Inundation (Jan 2017), generally described as a modified bathtub approach and will depict tidal inundation for the Intermediate Low and Intermediate High curves described in NOAA Technical Report NOS CO-OPS 083 Global and Regional Sea Level Rise Scenarios for the United States.
2. High tide flooding, often referred to as "king tides," "nuisance," or "sunny day" flooding will be modeled following a similar approach to the method above and will account for high tide flooding thresholds noted in NOAA Technical Report NOS CO-OPS 086 Patterns and Projections of High Tide Flooding Along the US Coastline Using a Common Impact Threshold as well as the Intermediate High curve described in NOS CO-OPS 083.
3. Storm Surge flooding is modeled using FEMA's HAZUS-MH software's Flood Hazard Analysis module where still water elevations derived from the most recent effective Flood Insurance Study are adjusted for to account for sea level rise.
4. Rainfall precipitation estimates will be sourced from NOAA's Atlas 14 and future rainfall precipitation change factors derived from the SFWMD will be applied to account for future rainfall totals.

5. Various combinations of sea level rise, high tide flooding, storm surge, and rainfall-induced flooding simulations will be modeled using ArcGIS Pro as the foundation for combining the output of the analytical modeling efforts.

Initial and in-progress Inundation Map Series results can be found linked in the footnotes.¹ The following scenarios are being completed as part of the Vulnerability Assessment:

a Depth of Tidal Flooding, NOAA / DEP “thresholds”²

<i>Timeframe</i>	<i>Sea Level Rise</i>	<i>Sea Level Rise</i>	<i>Total # Maps</i>
Present Date	MSL/MHHW		1
2040	NOAA Intermediate Low	NOAA Intermediate High	2
2070	NOAA Intermediate Low	NOAA Intermediate High	2
2100	NOAA Intermediate Low	NOAA Intermediate High	2

b Storm Surge + FEMA³ Storm Surge Module of HAZUS (will approximate flood elevations to Category storm events, 1-5)

<i>Timeframe</i>	<i>Sea level Rise + Storm Surge</i>			<i>Total # Maps</i>
Present Day	100-year Storm			1
2040	NOAA Intermediate Low	NOAA Intermediate High	100-year storm	2
2070	NOAA Intermediate Low	NOAA Intermediate High	100-year storm	2
2100	NOAA Intermediate Low	NOAA Intermediate High	100-year storm	2

¹ Days of Tidal flooding: <https://cvg-nexus.com/~Tito7>
 Sea level rise flooding: <https://cvg-nexus.com/~YxR3z>
 Surge flooding: <https://cvg-nexus.com/~KMQBT>
 Rainfall flooding: <https://cvg-nexus.com/~d3BSF>
 Combination flooding: <https://cvg-nexus.com/~l2U4s>

² Interpolated between two closest tide gauges or one (higher of the two) with appropriate rationale. We’ve utilized NOAA’s Minor Threshold for high tide flooding (as published in 2021 State of High Tide Flooding and Annual Outlook (noaa.gov) <https://repository.library.noaa.gov/view/noaa/30769>) paired with the NIH and NIL projections of sea level rise. Awaiting confirmation from DEP on this.

³ Depends on best available data between NOAA v. FEMA.

c Rainfall with future boundary conditions modified to consider sea level rise and high tide

<i>Timeframe</i>	<i>High Tide + Sea Level Rise + Rainfall</i>				<i>Total # Maps</i>
Present Day	10-year 24 ⁴ hour; 50-year 24 hour; 100-year 24 hour; 500 ⁵ -year 24 hour				4
2040	High Tide	NOAA Intermediate Low	NOAA Intermediate High	25-year, 100-year ⁶ Rainfall	4
2070	High Tide	NOAA Intermediate Low	NOAA Intermediate High	25-year, 100-year Rainfall	4
2100 ⁷	High Tide	NOAA Intermediate Low	NOAA Intermediate High	25-year, 100-year Rainfall	4

d Compound flooding

<i>Timeframe</i>	<i>Sea Level Rise + Storm Surge (100-year) + 100-year 24 hour Rainfall + High Tide</i>					<i>Total # Maps</i>
Present Day	High Tide	NOAA Intermediate Low	NOAA Intermediate High	100-year storm	100-year 24 hr Rainfall	2
2040	High Tide	NOAA Intermediate Low	NOAA Intermediate High	100-year storm	100-year 24 hr Rainfall	2
2070	High Tide	NOAA Intermediate Low	NOAA Intermediate High	100-year storm	100-year 24 hr Rainfall	2
2100	High Tide	NOAA Intermediate Low	NOAA Intermediate High	100-year storm	100-year 24 hr Rainfall	2

The Team also used the Sea Level Affecting Marshes Model (SLAMM) to evaluate future impacts on shorelines and habitats as a function of land elevation, tide range, sea level rise and other environmental factors.

⁴ SFWMD requires 72 hour (this may differentiate across WMD).

⁵ Present day, 500-year only.

⁶ Future conditions beyond 100-year doesn't exist (except 200-year within SFWMD).

⁷ May not have change factors for 2100.

4. For the current/existing conditions land use, future land use, and the fully developed watershed
 - a. Evaluations of the existing drainage system’s runoff response from design storms using a hydrologic and hydraulic study with a hydrograph approach under current and predicted future land use conditions with assessments of the impacts of climate change and sea level rise for 10-, 25- & 100-year storm events.

General Overview for the WMP

A hydrologic and hydraulic model for Islamorada watersheds was created using Interconnected Channel and Pond Routing (ICPR) software version 4.07.08. The project location is shown in **Figure 1**. The hydrologic portion of the model simulates rainfall runoff hydrographs while the hydraulic component routes hydrographs through stormwater features to determine flood stages and peak flows resulting from specific storm events. While ICPR version 4 has the capabilities to model groundwater and 2D overland flow, for the purposes of this project, the model was constructed using only 1D node-link routing with manually defined sub-basins, as shown in **Figure 5**.

Rainfall

The Mean Annual [2.33-year (yr) 24-hour (hr)], 10-yr 24-hr, 25-yr 24-hr, and 100-yr 24-hr storm events were modeled in ICPR4. The mean annual storm event was used to determine the initial stages for the larger storm events described in the subsequent **Initial Stages** Section. The rainfall amounts for the existing conditions (2025 scenario) were determined using the NOAA Atlas 14, Volume 9, Version 2 Point Precipitation Frequency Estimates for the Project area. The rainfall totals are listed in **Table 1** below. The total rainfall for the mean annual event (2.33-Year) was interpolated based on the 2-year and 5-year 24-hour events. Future extreme rainfall change factors for Monroe County were used to adjust NOAA depth of rainfall for future scenarios 2040, 2070, and 2100 (SFWMD, 2022). Future rainfall depths for 2040, 2070, and 2100 scenarios were determined based on the product of the existing rainfall depth and the corresponding future rainfall change factor.

Table 1. Design Storm Events

Frequency (years)	Duration (hours)	Total Rainfall Existing 2025 Scenario (inches)	Total Rainfall 2040, 2070, 2100 Scenarios (inches)
Mean Annual (2.33)	24	5.45	5.89
10	24	7.7	8.47
25	24	9.77	11.14
100	24	13.5	16.07

Source: NOAA, 2023

Initial Stages

The modeled area primarily consists of residential and commercial areas. Initial stage elevations for all basins were calculated based on using the hot start methodology in ICPR version 4.07.08, further described below.

The initial stages were set at the ground surface elevation based on the Digital Elevation Model (DEM). A dry condition with no rainfall was simulated for 10 hours in the model to establish initial stages for other storm events, leveling out after any initial surges occurred in the model. The mean annual storm event was then run using the node stage elevations at time 9 hours from the no rainfall simulation as the initial stages in the mean annual simulation. The 10-yr 24-hr, 25-yr 24-hr, and 100-yr 24-hr model simulations used the “hot start” function based on the results of the mean annual model simulation at time 96 hours, thereby setting the post-storm mean annual node stages as the initial stages for the larger storm event simulations.

The model results were reviewed by WSP to ensure their adequacy and representativeness.

Subbasin Area

The DEM acquired for Islamorada was created based on the 2018-2019 NOAA NGS Topobathy LiDAR (Light Detection and Ranging) DEM ranging from Miami to Marquesas, FL (Refer to Figure 2). All elevation data incorporated in this project is referenced to NAVD88 datum unless otherwise specified. The Islamorada terrain ranges from an upper elevation of 15.9 ft to a lower elevation of -20.2 ft.

The project site’s level terrain proposed work boundary, survey data, and LiDAR elevations were used in determining the subbasin size and shape. The subbasin areas and the existing conditions of the ICPR model node-link schematic are shown in **Figure 5** and **Figure 6** respectively.

Curve Number Method

ICPR4 utilizes the soil information and land use data in the map layers and intersects the two datasets to calculate surface runoff via the Technical Release 55 (TR-55) curve number (CN) guidance (NRCS, 1986). Inputs into the model calculations include a curve number set (Table 2) with all relevant combinations of land use zones and soil zones. Once mapped, soil and land use lookup tables were used in ICPR4 to compute rainfall excess for each subbasin. The soil lookup table was populated using data from the SSURGO database and following the ICPR4 guidance document methodology. The model uses this information to determine surface runoff from each union of land use type and soil type within the dataset. CN and Land Use lookup values are summarized in **Table 2**. The respective soils maps for Islamorada are shown in **Figure 3**.

Table 2. Curve Number Soil Parameters

FLUCCS CODE	FLUCSDESC	HYDROLOGIC GROUP	CURVE NUMBER
1100	Residential Low Density < 2 Dwelling Units Per Acre	A	50
FLUCCS CODE	FLUCSDESC	HYDROLOGIC GROUP	CURVE NUMBER
1100	Residential Low Density < 2 Dwelling Units Per Acre	A/D	81.5
1100	Residential Low Density < 2 Dwelling Units Per Acre	B	68
1100	Residential Low Density < 2 Dwelling Units Per Acre	B/D	81.5
1100	Residential Low Density < 2 Dwelling Units Per Acre	C	79
1100	Residential Low Density < 2 Dwelling Units Per Acre	C/D	81.5
1100	Residential Low Density < 2 Dwelling Units Per Acre	D	84
1100	Residential Low Density < 2 Dwelling Units Per Acre	W	100
1200	Residential Med Density 2 To 5 Dwelling Units Per Acre	A	57
1200	Residential Med Density 2 To 5 Dwelling Units Per Acre	A/D	83.5
1200	Residential Med Density 2 To 5 Dwelling Units Per Acre	B	72
1200	Residential Med Density 2 To 5 Dwelling Units Per Acre	B/D	83.5
1200	Residential Med Density 2 To 5 Dwelling Units Per Acre	C	81

1200	Residential Med Density 2 To 5 Dwelling Units Per Acre	C/D	83.5
1200	Residential Med Density 2 To 5 Dwelling Units Per Acre	D	86
1200	Residential Med Density 2 To 5 Dwelling Units Per Acre	W	100
FLUCCS CODE	FLUCSDESC	HYDROLOGIC GROUP	CURVE NUMBER
1300	Residential High Density	A	77
1300	Residential High Density	A/D	91
1300	Residential High Density	B	85
1300	Residential High Density	B/D	91
1300	Residential High Density	C	90
1300	Residential High Density	C/D	91
1300	Residential High Density	D	92
1300	Residential High Density	W	100
1400	Commercial And Services	A	89
1400	Commercial And Services	A/D	94.5
1400	Commercial And Services	B	92
1400	Commercial And Services	B/D	94.5
1400	Commercial And Services	C	94
1400	Commercial And Services	C/D	94.5
1400	Commercial And Services	D	95
1400	Commercial And Services	W	100
1500	Industrial	A	81
1500	Industrial	A/D	92
1500	Industrial	B	88
1500	Industrial	B/D	92

1500	Industrial	C	91
1500	Industrial	C/D	92
1500	Industrial	D	93
1500	Industrial	W	100
FLUCCS CODE	FLUCSDESC	HYDROLOGIC GROUP	CURVE NUMBER
1600	Extractive	A	77
1600	Extractive	A/D	92.5
1600	Extractive	B	86
1600	Extractive	B/D	92.5
1600	Extractive	C	91
1600	Extractive	C/D	92.5
1600	Extractive	D	94
1600	Extractive	W	100
1700	Institutional	A	69
1700	Institutional	A/D	88.5
1700	Institutional	B	81
1700	Institutional	B/D	88.5
1700	Institutional	C	87
1700	Institutional	C/D	88.5
1700	Institutional	D	90
1700	Institutional	W	100
1800	Recreational	A	49
1800	Recreational	A/D	81.5
1800	Recreational	B	69
1800	Recreational	B/D	81.5
1800	Recreational	C	79

1800	Recreational	C/D	81.5
1800	Recreational	D	84
1800	Recreational	W	100
FLUCCS CODE	FLUCSDESC	HYDROLOGIC GROUP	CURVE NUMBER
1900	Open Land	A	39
1900	Open Land	A/D	77
1900	Open Land	B	61
1900	Open Land	B/D	77
1900	Open Land	C	74
1900	Open Land	C/D	77
1900	Open Land	D	80
1900	Open Land	W	100
2100	Cropland And Pastureland	A	49
2100	Cropland And Pastureland	A/D	81.5
2100	Cropland And Pastureland	B	69
2100	Cropland And Pastureland	B/D	81.5
2100	Cropland And Pastureland	C	79
2100	Cropland And Pastureland	C/D	81.5
2100	Cropland And Pastureland	D	84
2100	Cropland And Pastureland	W	100
2200	Tree Crops	A	44
2200	Tree Crops	A/D	79.5
2200	Tree Crops	B	65
2200	Tree Crops	B/D	79.5
2200	Tree Crops	C	77
2200	Tree Crops	C/D	79.5

2200	Tree Crops	D	82
2200	Tree Crops	W	100
FLUCCS CODE	FLUCSDESC	HYDROLOGIC GROUP	CURVE NUMBER
2300	Feeding Operations	A	73
2300	Feeding Operations	A/D	90.5
2300	Feeding Operations	B	83
2300	Feeding Operations	B/D	90.5
2300	Feeding Operations	C	89
2300	Feeding Operations	C/D	90.5
2300	Feeding Operations	D	92
2300	Feeding Operations	W	100
2400	Nurseries And Vineyards	A	57
2400	Nurseries And Vineyards	A/D	84
2400	Nurseries And Vineyards	B	73
2400	Nurseries And Vineyards	B/D	84
2400	Nurseries And Vineyards	C	82
2400	Nurseries And Vineyards	C/D	84
2400	Nurseries And Vineyards	D	86
2400	Nurseries And Vineyards	W	100
2500	Specialty Farms	A	59
2500	Specialty Farms	A/D	84
2500	Specialty Farms	B	74
2500	Specialty Farms	B/D	84
2500	Specialty Farms	C	82
2500	Specialty Farms	C/D	84
2500	Specialty Farms	D	86

2500	Specialty Farms	W	100
FLUCCS CODE	FLUCSDESC	HYDROLOGIC GROUP	CURVE NUMBER
2600	Other Open Lands	A	30
2600	Other Open Lands	A/D	74.5
2600	Other Open Lands	B	58
2600	Other Open Lands	B/D	74.5
2600	Other Open Lands	C	71
2600	Other Open Lands	C/D	74.5
2600	Other Open Lands	D	78
2600	Other Open Lands	W	100
3100	Herbaceous Upland Nonforested	A	63
3100	Herbaceous Upland Nonforested	A/D	85
3100	Herbaceous Upland Nonforested	B	71
3100	Herbaceous Upland Nonforested	B/D	85
3100	Herbaceous Upland Nonforested	C	81
3100	Herbaceous Upland Nonforested	C/D	85
3100	Herbaceous Upland Nonforested	D	89
3100	Herbaceous Upland Nonforested	W	100
3200	Shrub And Brushland	A	35
3200	Shrub And Brushland	A/D	73.5
3200	Shrub And Brushland	B	56
3200	Shrub And Brushland	B/D	73.5
3200	Shrub And Brushland	C	70
3200	Shrub And Brushland	C/D	73.5
3200	Shrub And Brushland	D	77
3200	Shrub And Brushland	W	100

FLUCCS CODE	FLUCSDESC	HYDROLOGIC GROUP	CURVE NUMBER
3300	Mixed Rangeland	A	49
3300	Mixed Rangeland	A/D	81.5
3300	Mixed Rangeland	B	69
3300	Mixed Rangeland	B/D	81.5
3300	Mixed Rangeland	C	79
3300	Mixed Rangeland	C/D	81.5
3300	Mixed Rangeland	D	84
3300	Mixed Rangeland	W	100
4100	Upland Coniferous Forest	A	45
4100	Upland Coniferous Forest	A/D	80
4100	Upland Coniferous Forest	B	66
4100	Upland Coniferous Forest	B/D	80
4100	Upland Coniferous Forest	C	77
4100	Upland Coniferous Forest	C/D	80
4100	Upland Coniferous Forest	D	83
4100	Upland Coniferous Forest	W	100
4200	Upland Hardwood Forest	A	36
4200	Upland Hardwood Forest	A/D	76
4200	Upland Hardwood Forest	B	60
4200	Upland Hardwood Forest	B/D	76
4200	Upland Hardwood Forest	C	73
4200	Upland Hardwood Forest	C/D	76
4200	Upland Hardwood Forest	D	79
4200	Upland Hardwood Forest	W	100

FLUCCS CODE	FLUCSDESC	HYDROLOGIC GROUP	CURVE NUMBER
4300	Upland Hardwood Forests Continued	A	36
4300	Upland Hardwood Forests Continued	A/D	76
4300	Upland Hardwood Forests Continued	B	60
4300	Upland Hardwood Forests Continued	B/D	76
4300	Upland Hardwood Forests Continued	C	73
4300	Upland Hardwood Forests Continued	C/D	76
4300	Upland Hardwood Forests Continued	D	79
4300	Upland Hardwood Forests Continued	W	100
4400	Tree Plantations	A	36
4400	Tree Plantations	A/D	76
4400	Tree Plantations	B	60
4400	Tree Plantations	B/D	76
4400	Tree Plantations	C	73
4400	Tree Plantations	C/D	76
4400	Tree Plantations	D	79
4400	Tree Plantations	W	100
5100	Streams and waterways	A	100
5100	Streams and waterways	A/D	100
5100	Streams and waterways	B	100

FLUCCS CODE	FLUCSDESC	HYDROLOGIC GROUP	CURVE NUMBER
5100	Streams and waterways	B/D	100
5100	Streams and waterways	C	100
5100	Streams and waterways	C/D	100
5100	Streams and waterways	D	100
5100	Streams and waterways	W	100
5200	Lakes	A	100
5200	Lakes	A/D	100
5200	Lakes	B	100
5200	Lakes	B/D	100
5200	Lakes	C	100
5200	Lakes	C/D	100
5200	Lakes	D	100
5200	Lakes	W	100
5300	Reservoirs	A	100
5300	Reservoirs	A/D	100
5300	Reservoirs	B	100
5300	Reservoirs	B/D	100
5300	Reservoirs	C	100
5300	Reservoirs	C/D	100
5300	Reservoirs	D	100
5300	Reservoirs	W	100
5400	Bays and estuaries	A	100
5400	Bays and estuaries	A/D	100
5400	Bays and estuaries	B	100

FLUCCS CODE	FLUCSDESC	HYDROLOGIC GROUP	CURVE NUMBER
5400	Bays and estuaries	B/D	100
5400	Bays and estuaries	C	100
5400	Bays and estuaries	C/D	100
5400	Bays and estuaries	D	100
5400	Bays and estuaries	W	100
5500	Major Springs	A	100
5500	Major Springs	A/D	100
5500	Major Springs	B	100
5500	Major Springs	B/D	100
5500	Major Springs	C	100
5500	Major Springs	C/D	100
5500	Major Springs	D	100
5500	Major Springs	W	100
5600	Slough waters	A	100
5600	Slough waters	A/D	100
5600	Slough waters	B	100
5600	Slough waters	B/D	100
5600	Slough waters	C	100
5600	Slough waters	C/D	100
5600	Slough waters	D	100
5600	Slough waters	W	100
5700	Ocean and Gulf	A	100
5700	Ocean and Gulf	A/D	100
5700	Ocean and Gulf	B	100

FLUCCS CODE	FLUCSDESC	HYDROLOGIC GROUP	CURVE NUMBER
5700	Ocean and Gulf	B/D	100
5700	Ocean and Gulf	C	100
5700	Ocean and Gulf	C/D	100
5700	Ocean and Gulf	D	100
5700	Ocean and Gulf	W	100
6100	Wetland Hardwood Forests	A	98
6100	Wetland Hardwood Forests	A/D	98
6100	Wetland Hardwood Forests	B	98
6100	Wetland Hardwood Forests	B/D	98
6100	Wetland Hardwood Forests	C	98
6100	Wetland Hardwood Forests	C/D	98
6100	Wetland Hardwood Forests	D	98
6100	Wetland Hardwood Forests	W	98
6200	Wetland Coniferous Forests	A	98
6200	Wetland Coniferous Forests	A/D	98
6200	Wetland Coniferous Forests	B	98
6200	Wetland Coniferous Forests	B/D	98
6200	Wetland Coniferous Forests	C	98
6200	Wetland Coniferous Forests	C/D	98
6200	Wetland Coniferous Forests	D	98
6200	Wetland Coniferous Forests	W	98
6300	Wetland Forested Mixed	A	98
6300	Wetland Forested Mixed	A/D	98
6300	Wetland Forested Mixed	B	98

FLUCCS CODE	FLUCSDESC	HYDROLOGIC GROUP	CURVE NUMBER
6300	Wetland Forested Mixed	B/D	98
6300	Wetland Forested Mixed	C	98
6300	Wetland Forested Mixed	C/D	98
6300	Wetland Forested Mixed	D	98
6300	Wetland Forested Mixed	W	98
6400	Vegetated Non-Forested Wetlands	A	98
6400	Vegetated Non-Forested Wetlands	A/D	98
6400	Vegetated Non-Forested Wetlands	B	98
6400	Vegetated Non-Forested Wetlands	B/D	98
6400	Vegetated Non-Forested Wetlands	C	98
6400	Vegetated Non-Forested Wetlands	C/D	98
6400	Vegetated Non-Forested Wetlands	D	98
6400	Vegetated Non-Forested Wetlands	W	98
6500	Non-Vegetated	A	98
6500	Non-Vegetated	A/D	98
6500	Non-Vegetated	B	98
6500	Non-Vegetated	B/D	98
6500	Non-Vegetated	C	98
6500	Non-Vegetated	C/D	98
6500	Non-Vegetated	D	98
6500	Non-Vegetated	W	98
7100	Beaches other than swimming	A	77
7100	Beaches other than swimming	A/D	92.5
7100	Beaches other than swimming	B	86

FLUCCS CODE	FLUCSDESC	HYDROLOGIC GROUP	CURVE NUMBER
7100	Beaches other than swimming	B/D	92.5
7100	Beaches other than swimming	C	91
7100	Beaches other than swimming	C/D	92.5
7100	Beaches other than swimming	D	94
7100	Beaches other than swimming	W	100
7400	Disturbed	A	77
7400	Disturbed	A/D	92.5
7400	Disturbed	B	86
7400	Disturbed	B/D	92.5
7400	Disturbed	C	91
7400	Disturbed	C/D	92.5
7400	Disturbed	D	94
7400	Disturbed	W	100
8100	Transportation	A	81
8100	Transportation	A/D	92
8100	Transportation	B	88
8100	Transportation	B/D	92
8100	Transportation	C	91
8100	Transportation	C/D	92
8100	Transportation	D	93
8100	Transportation	W	100
8200	Communication	A	81
8200	Communication	A/D	92
8200	Communication	B	88

FLUCCS CODE	FLUCSDESC	HYDROLOGIC GROUP	CURVE NUMBER
8200	Communication	B/D	92
8200	Communication	C	91
8200	Communication	C/D	92
8200	Communication	D	93
8200	Communication	W	100
8300	Utilities	A	81
8300	Utilities	A/D	92
8300	Utilities	B	88
8300	Utilities	B/D	92
8300	Utilities	C	91
8300	Utilities	C/D	92
8300	Utilities	D	93
8300	Utilities	W	100

Source: FLUCCS, 2019 Checked by: Gary Qiu

Time of Concentration

The time of concentration (t_c) is the time it takes for runoff to travel from the hydraulically most distant part of the subbasin to the determined subbasin outlet or other point of reference. The t_c is calculated based on the slope of the ground, travel distance within the sub-basin, and type of ground cover as described in the following steps:

- ▶ Tc Lines were individually drawn and calculated in Arcmap 10.8.1 and stored in the “time_of_concentration_Islamorada” geodatabase.
- ▶ The Tc values for each subbasin were calculated using the NRCS Technical Release 55 (TR-55) methodology, which divides the flow path into three main components:
 - Overland flow (i.e., sheet flow)
 - Shallow concentrated flow
 - Open channel flow.
- ▶ Overland sheet flow was limited to the first 100 feet.
- ▶ The Manning’s n value used for sheet flow was calculated as the weighted average of the land-use-based (2011 SWFWMD Land Use) Manning’s n value that the sheet flow portion of the Tc line intersected.

- ▶ A minimum slope of 0.001 ft/ft was assumed for all calculations.
- ▶ The shallow concentrated flow was classified as paved if greater than 40% of the shallow concentrated portion of the TC line intersected with an impervious surface.
- ▶ The average velocity for pipe flow was assumed to be 2.5 feet per second.
- ▶ A minimum Tc of 10 minutes was enforced for calculations.

A summary of the t_c for each subbasin is summarized in **Table 3** below:

Table 3. Basin Time of Concentration breakdown

Subbasin Name	SHEET FLOW: Travel Time (minutes)	SHALLOW CONCENTRATED: Travel Time (minutes)	CHANNELIZED: Travel Time (minutes)	Calculated TC (minutes)	Effective TC (minutes)
B001	8.42	6.21	0.00	14.63	14.63
B002	8.11	10.78	0.00	18.89	18.89
B003	7.21	0.49	0.00	7.71	10.00
B004	13.40	2.54	0.00	15.94	15.94
B005	10.64	5.25	0.00	15.89	15.89
B006	5.83	4.14	0.00	9.96	10.00
B007	9.22	0.00	0.00	9.22	10.00
B008	14.04	18.15	0.00	32.19	32.19
B009	6.61	18.29	0.00	24.90	24.90
B010	18.55	15.54	0.00	34.09	34.09
B011	28.64	9.91	0.00	38.55	38.55
B012	20.82	6.76	0.00	27.57	27.57
B013	4.39	14.62	0.00	19.00	19.00
B014	4.57	13.65	0.00	18.22	18.22
B015	2.43	8.80	0.00	11.23	11.23
B016*	0.00	0.00	0.00	0.00	10.00
B017	13.22	9.72	0.00	22.94	22.94
B018	26.05	12.47	0.00	38.52	38.52
B019	6.65	1.65	0.00	8.30	10.00
B020	5.92	1.91	0.00	7.83	10.00
B021	19.03	19.60	0.00	38.63	38.63
B022	9.44	14.65	0.00	24.08	24.08
B023	13.69	1.80	0.00	15.49	15.49
B024	6.70	9.82	0.00	16.51	16.51
B025	7.34	12.97	0.00	20.31	20.31
B026	7.57	15.60	0.00	23.16	23.16
B027	7.89	17.93	0.00	25.82	25.82
B028	8.49	8.28	0.00	16.77	16.77

B029	9.62	9.23	0.00	18.86	18.86
Subbasin Name	SHEET FLOW: Travel Time (minutes)	SHALLOW CONCENTRATED: Travel Time (minutes)	CHANNELIZED: Travel Time (minutes)	Calculated TC (minutes)	Effective TC (minutes)
B030	2.78	5.54	0.00	8.31	10.00
B031	10.31	1.90	0.00	12.21	12.21
B032	5.14	12.08	0.00	17.21	17.21
B033	2.09	19.31	0.00	21.40	21.40
B034*	0.00	0.00	0.00	0.00	10.00
B035	20.48	37.53	0.00	58.01	58.01
B036	6.98	5.32	0.00	12.30	12.30
B037	5.16	10.57	0.00	15.73	15.73
B038	6.54	4.27	0.00	10.82	10.82
B039	6.88	4.47	0.00	11.36	11.36
B040	20.27	22.88	0.00	43.15	43.15
B041	4.39	3.94	0.00	8.33	10.00
B042	26.29	15.32	0.00	41.61	41.61
B043	4.51	13.74	0.00	18.25	18.25
B044	2.62	4.52	0.00	7.14	10.00
B045	3.36	6.51	0.00	9.87	10.00
B046	25.30	5.79	0.00	31.08	31.08
B047	5.39	14.38	0.00	19.77	19.77
B048	3.08	4.95	0.00	8.04	10.00
B049	3.60	4.02	0.00	7.62	10.00
B050	7.94	0.67	0.00	8.61	10.00
B051	0.14	0.00	0.00	0.14	10.00
B052	2.57	4.08	0.00	6.65	10.00
B053	3.66	14.17	0.00	17.83	17.83
B054	3.25	13.81	0.00	17.06	17.06
B055	17.06	10.60	0.00	27.65	27.65
B056	5.51	0.63	0.00	6.13	10.00
B057	24.29	34.10	0.00	58.39	58.39
B058	4.00	16.88	0.00	20.89	20.89
B059	5.30	3.88	0.00	9.18	10.00
B060	3.54	12.66	0.00	16.20	16.20
B061	7.75	32.14	0.00	39.89	39.89
B062	12.41	8.94	0.00	21.35	21.35
B063	3.25	1.70	0.00	4.96	10.00
B064	7.14	5.32	0.00	12.46	12.46
B065	3.73	8.12	0.00	11.85	11.85

B066	6.29	5.01	0.00	11.29	11.29
Subbasin Name	SHEET FLOW: Travel Time (minutes)	SHALLOW CONCENTRATED: Travel Time (minutes)	CHANNELIZED: Travel Time (minutes)	Calculated TC (minutes)	Effective TC (minutes)
B067	6.45	12.69	0.00	19.14	19.14
B068	5.63	73.67	0.00	79.30	79.30
B069	7.25	1.95	0.00	9.20	10.00
B070	0.00	0.04	0.00	0.04	10.00
B071	4.13	0.07	0.00	4.20	10.00
B072	41.75	23.09	0.00	64.84	64.84
B073	6.19	4.24	0.00	10.43	10.43
B074	3.34	0.01	0.00	3.35	10.00
B075	26.79	17.60	0.00	44.39	44.39
B076	6.70	9.88	0.00	16.57	16.57
B077	8.78	7.94	0.00	16.72	16.72
B078	9.38	5.08	0.00	14.47	14.47
B079	10.69	2.33	0.00	13.02	13.02
B080	3.06	11.55	0.00	14.61	14.61
B081	5.87	2.54	0.00	8.40	10.00
B082	6.74	2.18	0.00	8.92	10.00
B083	2.43	15.29	0.00	17.72	17.72
B084	17.19	20.05	0.00	37.24	37.24
B085	5.66	0.63	0.00	6.29	10.00
B086	3.91	10.05	0.00	13.96	13.96
B087	19.05	6.62	0.00	25.68	25.68
B088	6.90	4.62	0.00	11.53	11.53
B089	6.07	4.56	0.00	10.63	10.63
B090	7.85	28.13	0.00	35.98	35.98
B091	20.29	1.35	0.00	21.65	21.65
B092	15.07	46.63	0.00	61.70	61.70
B093	1.11	0.00	0.00	1.11	10.00

* Default Tc of 10 minutes were used in these basins, due to smaller size of basin and very short initial Tc flow path length

Checked by: Gary Qiu

Peaking Factor

The SCS Unit Hydrograph Method requires a unit hydrograph peak attenuation factor (peaking factor). This parameter affects the shape and peak flow rate of the unit hydrograph and is typically considered constant throughout a watershed. A peaking factor of 484 was set for all model basins based on SFWMD ERP Part III, Section 3 of References and Design Aids (SFWMD, 2020). WSP recommends this value as the standard peak rate factor for watersheds with little to no storage

based on the SJRWMD's procedures for selection of SCS Peak Rate Factors for use in MSSW Permit Applications (SJRWMD, 1990).

Hydraulics

Conveyance features for the project primarily include roadway drainage pipes, cross drains, and overland flow weirs. Roadway drainage and cross-drain pipe inverts were entered into the model based on database information provided by Islamorada. Overland flow weir cross sections were drawn between sub-basins and populated using the DEM to generate station-elevation information.

It was noted that most stormwater structures based on the existing inventory were inaccessible likely due to lack of maintenance, causing the structures to fill with muck or water. These structures were generally not included in the model, as they are not functional in the existing conditions. Additionally, a lack of directly surveyed stormwater outfall structures to the coast resulted in exercising engineering judgement based on adjacent survey data and LiDAR data to determine where certain stormwater infrastructure discharged and connected to the remaining system.

Despite the parameterization of the existing stormwater structures in the ICPR model, it was observed that the majority of stormwater inventory along US-1 were placed on elevations higher than the residential areas most at risk of inundation from higher intensity rainfall events and sea level rise. Consequently, the impacts of the existing stormwater structures on the current conditions within these lower lying residential and commercial areas were determined to be negligible.

Rainfall is distributed through the model domain via sub-basin nodes. The stage-area relationship of each sub-basin is represented in these nodes and developed from the DEM within ICPR. Nodes are connected by the link system described above that distributes the water throughout the model domain. When analyzing model results, nodes provide information on maximum stages within the simulation at specific locations while the links provide information about maximum flows. **Figure 6** illustrates the ICPR node link schematic. Please note that all weirs, and pipe links connected to the boundary condition, representing coastal sea level, were schematically displayed and do not represent an at-scale length of those respective links. Overland flow weir labels and select pipe labels were also masked for legibility at scale.

Boundary Conditions

It was determined that the King tide and Wind setup levels in the analysis were recommended to be used in conjunction to the future sea level rise projections to provide a baseline for high water level for inundation analysis. A study conducted by John Wood Group plc, *King Tide and Normal Wind Setup Analysis for Monroe County, Florida (King Tide, 2020)*, assessed 3 active tide gage stations located in Monroe County Florida. The study derived king tides (highest astronomical tides within a minimum period of 19 years) and normal wind setup levels that were then added to the recommended sea level rise projections (from NOAA, 2017). Results of the study concluded the most conservative tide gauge at the highest tidal range and normal wind setup levels, the

Naples location, be the basis of stillwater levels during non-storm conditions along the coastline of the Florida Keys within Monroe County. However, to maintain consistency with the ongoing Vulnerability Assessment and to comply with Section 380.093(3), F.S. requirements to conduct Vulnerability Assessments, the sea level rise projection for the Key West Tide gage was used for the overall boundary condition (Boundary Con in the ICPR model). Additionally, consistent with Section 404 of the Coordinator’s Manual, the NOAA Intermediate High sea level rise projection was utilized. This time-stage boundary condition represents the coastal fluctuation for each event. A summary of the sea level rise projection for each modeled storm event is listed in **Table 4** based on a NAVD88 zero datum adjustment from Key West gage 8724580.

Table 4. Boundary Condition Elevations based on Sea Level Rise Projections for Islamorada from King Tides

SLR scenario for Islamorada using the Key West Tide Gauge (station 8724580)	Elevation for Boundary condition in NAVD88 (ft)
2025	0 + 1.93 =1.93
2040	0.6 + 1.93 =2.53
2070	2.5 + 1.93 =4.43
2100	5.35 + 1.93 =7.28

Source: NOAA Intermediate High, 2017 & King Tide and Normal Wind Setup Analysis for Monroe County, Florida, 2020

Additionally, NOAA’s 2017 intermediate high (Int-High) projections (NOAA 2017) were also independently assessed without the influence of King Tides and wind setup. This assessment allows for a direct sea level rise projection in feet (ft) NAVD88 without the addition of most astronomical tides and wind setup as observed in the King Tides report, presenting a less severe NOAA intermediate high projection that will be used for the initial proposed project setups. This report was also used to determine the sea level rise adjustment factor of 1.93 ft used in the King Tides report to account for the addition of the most astronomical tides. This adjustment factor was used to interpolate the 2070 sea level rise projection from the King Tides report in **Table 4**. A summary of the sea level rise projections from NOAA’s Intermediate High projection is listed in **Table 5**. For legibility and ease of comparison, only the 25-yr 24-hr inundation was displayed in the respective inundation maps. Please visit the following ArcGIS online link for more information on the detailed figures:

<https://amecei.maps.arcgis.com/apps/instant/interactivelegend/index.html?appid=d2e77e1289bf4693acf18fc076d71960>

Table 5. Boundary Condition Elevations based on Sea Level Rise Projections for Islamorada from NOAA Intermediate High, 2017

SLR scenario for Islamorada using the Key West Tide Gauge (NOAA station 8724580)	Elevation for Boundary condition based NOAA 2017 Int High (ft NAVD88)
2025	0.0
2040	0.6
2070	2.53
2100	5.35

Source: NOAA Intermediate High, 2017

It is important to note that based on the overall delineation approach to the Islamorada watershed, resulting basins were mostly classified as open basins with direct overland flow connections to the coastal boundary node, leading to limited storage volume within the basins themselves. The maximum stage for each basin is primarily determined by the coastal boundary condition elevation rather than the intensity of the rainfall event. This is the primary cause of similar maximum stages for varying storm events within the same time scenario (e.g., Excon_2025_MA_24Hr and Excon_2025_100Y_24Hr).

The Islamorada Future Land Use Map, indicates that the current land use pattern will be maintained in the future. Islamorada anticipates that most of the future development will be residential in nature.

Since the existing conditions Florida Land Use and Cover Classification System (FLUCCS) map includes areas of future development, the corresponding existing land use also serves as the future land use as presented in **Table 6** and **Table 7**. Land use data representing land cover conditions was derived from the most recent statewide FLUCCS code database (2019). Most of the watershed is classified as urban area (53.1%), divided into low, medium, and high residential (37.6%), and commercial, recreational, industrial, institutional, and open land uses (15.6%). This is followed by Wetlands (36.2%), water (4.4%), Transportation/utilities at 3.3%, and Upland Forest/Nonforested/Barren Land at 3.3%, 2.3%, and 0.1% respectively.

A total of 20 land use categories are present in the Islamorada Watershed. This information is summarized by the Land Use Code in **Tables 6** and **7** and is illustrated in **Figure 4**.

Table 6. Existing/Future Land Use Summary Aggregated

FLUCC SERIES SUMMARY	Land Use Description	Area (acres)	Percent of Total Area
1	Urban and Built-Up	2225.4	53.1%
3	Upland Nonforested	23.6	0.6%
4	Upland Forest	94.8	2.3%
5	Water	184.8	4.4%
6	Wetlands	1519.7	36.2%
7	Barren Land	6.2	0.1%
8	Transportation, Communications, Utilities	139.0	3.3%
Grand Total		4193.7	100.0

Source: FLUCCS, 2019

Table 7. Details of Existing/Future Land Use Summary

FLUCC SERIES SUMMARY	Land Use Description	Area (acres)	Impervious Percent of Total Area	Percent of Total Area
1100	Residential Low Density	230.48	0.83	5.50
1200	Residential Medium Density	1202.26	10.03	28.67
1300	Residential High Density	140.72	2.79	3.36
1400	Commercial and Services	419.38	9.00	10.00
1500	Industrial	7.70	0.16	0.18
1700	Institutional	60.82	1.31	1.45
1800	Recreational	123.09	0	2.94
1900	Open Land	41.00	0	0.98
3200	Shrub and Brushland	23.63	0	0.56
4200	Upland Hardwood Forests	86.58	0	2.07
4300	Upland Mixed Forests	8.23	0	0.20
5100	Streams and Waterways	91.21	2.18	2.18
5300	Reservoirs	3.61	0.09	0.09
5400	Bays and Estuaries	73.98	1.76	1.76
5700	Oceans Seas and Gulfs	16.01	0.38	0.38
6100	Wetland Hardwood Forests	1493.42	0	35.61
6400	Vegetated Non-Forested Wetlands	6.24	0	0.15
6500	Non-Vegetated Wetlands	20.09	0	0.48
7400	Disturbed Lands	6.22	0	0.15
8100	Transportation	139.03	3.32	3.32
	Grand Total	4193.70	24.12%	100.00%

Source: FLUCCS, 2019 & SJRWMD 2012, Chapter 3: Watershed Hydrology, Appendix 3.A.: Land Use Classification/Grouping from SJRWMD Technical Reports

b. For currently fully developed watersheds: studies of existing development and the potential impact of any redevelopment

The existing ICPR model was assessed for the Islamorada watershed on an overall basis. Localized inundation on a subbasin level was not assessed on a granular level due to limited survey and stormwater infrastructure data. Since most basins within Islamorada were classified as open basins with direct overland connections to the coast, most flood inundation is a result of the coastal tides and sea level rise compared to the localized runoff from subbasins. Therefore, most of the future inundation is expected to be a result of the SLR rather than future planned redevelopment.

c. Evaluations of different management scenarios for at least the 100-year rainfall event for a fully developed watershed at a scale sufficient to determine local problems.

The ICPR model was set up to address the current 2025 scenario, as well as to represent future conditions in 2040, 2070, and 2100 to assess impacts of SLR when compared to the existing conditions 2025 scenario. Each scenario was assessed based on two projected SLR sources as previously stated (i.e. 1) NOAA Int-High 2017 & 2) NOAA Int-High 2017 + King Tides Study). The difference in those projections is the inclusion of the largest astronomical tides for the King Tides study into the boundary condition elevations. Most of the basins in the Islamorada Watershed were classified as open basins with direct connections to the coast, and therefore are less influenced by the intensity of the rainfall events compared to the projected elevations of the SLR and King Tide events.

d. Determinations of the change in runoff from current to future, fully developed conditions.

Differences in runoff from current to future conditions were determined to be minimal based on the available existing conditions and future land use classifications for the Islamorada watershed. Existing vacant parcels with a designated land use were conservatively modeled in the existing conditions with the designated current land use in place. Additionally, it was determined based on Islamorada's Building Permit Allocation System (BPAS) that there are only 6 residential and 3 affordable units remaining. These units will not make a significant difference on the flooding extents for the project locations identified later in this Plan as the adjacent parcels were originally designed assuming full build out. Additionally, Islamorada consists of primarily open basins. Consequently, any discharge that would contribute to local flooding generally discharges towards the coast. Therefore, the minor change between the existing land use/future land use classifications would result in minimal overall increases to runoff and flood risks due to the direct surface connection to the coast.

e. Recommendations for managing at least the 10-year and the 25-year rainfall events.

The scope for this Plan includes recommendations for the 10-year 24-hour and 25-year 24-hour rainfall events. The extent of this analysis was limited to scenarios up to and including the 2040, 25Y-24 Hour event in intensity, as the 2070 and 2100 scenarios carry greater uncertainty in projected inundation, risk in infrastructural lifespan for design projects implemented presently, and result in significantly more inundation areas requiring costly installation and upkeep in the interim. A summary of the proposed projects is provided in Section 6.

5. For communities impacted by sea level rise: evaluations of the impacts of the NOAA Intermediate 2100 sea level rise scenario on the 100-year rainfall event

a. It is highly recommended to include 2 other scenarios up to 2100, which could be based on sea level for 2-time frames into the future or several feet of sea level rise within this period.

The ICPR model was set up to address the 2025 present day time frame representing existing conditions, as well as the 2040, 2070, and 2100 to assess impacts of SLR. Each scenario was evaluated for Mean annual 24-hour (2.33 year), 10-year 24-hour, 25-year 24 hour, and 100-year 24-hour design storm events. The results of the SLR on the overall watershed is displayed in **Figures 8-9**.

Existing Model Results

The existing model results were primarily used to determine probable level of service from areas of inundation. The corresponding inundated areas were assessed and projects recommendations were made to reduce flood inundation and provide discharge rate control. A summary of the findings is displayed in **Tables 8, 9, 10, 11, 12, and 13**.

Table 8. Project Maximum Stage Table based on NOAA's Intermediate High SLR Projection (ft, NAVD88)

Project/ Location	Exist Node	Existing Conditions Maximum Stage (ft, NAVD88)								Proposed Node	Proposed Conditions Maximum Stage (ft, NAVD88)							
		2025 SLR projection				2040 SLR projection					2025 SLR projection				2040 SLR projection			
		MA- 24hr	10Y- 24hr	25Y- 24Hr	100Y- 24hr	MA- 24hr	10Y- 24hr	25Y- 24Hr	100Y- 24hr		MA- 24hr	10Y- 24hr	25Y- 24Hr	100Y- 24hr	MA- 24hr	10Y- 24hr	25Y- 24Hr	100Y- 24hr
1/ SE of Palma Ln, SE of Coconut Ln, SW of Pippin Dr	NA030	6.13	6.20	6.25	6.32	6.15	6.22	6.27	6.36	NA030	3.15	3.55	3.90	4.57	3.23	3.69	4.12	5.02
2/ South of Founders Park Soccer Fields	NA029	6.84	6.95	7.03	7.14	6.86	6.98	7.07	7.21	NA029	5.25	5.79	6.24	6.76	5.36	5.97	6.51	6.93
3/ Intersectio n of Toll Gate Blvd and Toll Gate Shores Dr	NA081	0	0	0	0	0.60	0.60	0.60	0.60	N081A1	0.94	1.18	1.39	1.67	0.99	1.26	1.52	1.74
4/ Old SR905	NA057	0.96	1.27	1.51	1.86	1.03	1.36	1.65	2.04	N057	2.42	2.53	2.61	2.72	2.45	2.56	2.66	2.79
										N057A	2.38	2.50	2.58	2.69	2.41	2.53	2.62	2.75
										N057B	2.37	2.48	2.56	2.67	2.39	2.51	2.60	2.73
										N057C	1.05	1.35	1.57	1.86	1.11	1.44	1.69	2.01
										N057D	2.37	2.48	2.56	2.67	2.39	2.52	2.61	2.73
5/ Palermo Dr	NA024	0	0	0	0	0.60	0.60	0.60	0.60	N024A	1.35	1.42	1.47	1.55	1.37	1.44	1.51	1.60

Project/ Location	Existing Node	Existing Conditions Maximum Stage (ft, NAVD88)								Proposed Node	Proposed Conditions Maximum Stage (ft, NAVD88)							
		2070 SLR projection				2100 SLR projection					2070 SLR projection				2100 SLR projection			
		MA- 24hr	10Y- 24hr	25Y- 24Hr	100Y- 24hr	MA- 24hr	10Y- 24hr	25Y- 24Hr	100Y- 24hr		MA- 24hr	10Y- 24hr	25Y- 24Hr	100Y- 24hr	MA- 24hr	10Y- 24hr	25Y- 24Hr	100Y- 24hr
1/ SE of Palma Ln, SE of Coconut Ln, SW of Pippin Dr	NA030	6.15	6.22	6.27	6.36	6.15	6.22	6.27	6.36	NA030	3.39	3.83	4.33	5.27	5.67	5.93	6.07	6.19
2/ South of Founders Park Soccer Fields	NA029	6.86	6.98	7.07	7.21	6.86	6.98	7.07	7.21	NA029	5.58	6.23	6.68	7.00	6.39	6.73	6.91	7.13
3/ Intersectio n of Toll Gate Blvd and Toll Gate Shores Dr	NA081	2.53	2.53	2.53	2.53	5.35	5.35	5.35	5.35	N081A1	2.53	2.53	2.53	2.53	5.35	5.35	5.35	5.35
4/ Old SR 905	NA057	2.55	2.56	2.57	2.59	5.35	5.35	5.35	5.36	N057	2.61	2.65	2.71	2.81	5.35	5.36	5.36	5.36
										N057A	2.59	2.63	2.68	2.77	5.36	5.36	5.36	5.36
										N057B	2.59	2.62	2.66	2.75	5.36	5.36	5.36	5.36
										N057C	2.55	2.56	2.57	2.58	5.35	5.35	5.35	5.35
										N057D	2.59	2.62	2.67	2.75	5.35	5.35	5.35	5.36
5/ Palermo Dr	NA024	2.53	2.53	2.53	2.53	5.35	5.35	5.35	5.35	N024A	2.53	2.53	2.53	2.54	5.35	5.35	5.35	5.35

Table. 9 Project Maximum Stage Table Based on King Tides SLR projection (ft, NAVD88)

Project/ Location	Ex Node	Existing Conditions Maximum Stage (ft, NAVD88)								Propos ed Node	Proposed Conditions Maximum Stage (ft, NAVD88)							
		2025 w/ King Tides SLR projection				2040 w/ King Tides SLR projection					2025 w/ King Tides SLR projection				2040 w/ King Tides SLR projection			
		MA- 24hr	10Y- 24hr	25Y- 24Hr	100Y- 24hr	MA- 24hr	10Y- 24hr	25Y- 24Hr	100Y- 24hr		MA- 24hr	10Y- 24hr	25Y- 24Hr	100Y- 24hr	MA- 24hr	10Y- 24hr	25Y- 24Hr	100Y-24hr
1/ SE of Palma Ln, SE of Coconut Ln, SW of Pippin Dr	NA030	6.13	6.20	6.25	6.32	6.15	6.22	6.27	6.36	NA030	3.16	3.56	3.91	4.58	3.39	3.83	4.25	5.14
2/ South of Founders Park Soccer Fields	NA029	6.84	6.95	7.03	7.14	6.86	6.98	7.07	7.21	NA029	5.25	5.79	6.24	6.76	5.36	5.97	6.51	6.93
3/ Intersection of Toll Gate Blvd and Toll Gate Shores Dr	NA081	1.93	1.93	1.93	1.93	2.53	2.53	2.53	2.53	N081A1	1.93	1.93	1.94	1.94	2.53	2.53	2.53	2.53
4/ Old SR 905	NA057	2.00	2.04	2.09	2.18	2.55	2.56	2.57	2.59	N057	2.43	2.54	2.62	2.73	2.61	2.65	2.71	2.81
										N057A	2.39	2.5	2.58	2.69	2.59	2.63	2.68	2.77
										N057B	2.37	2.49	2.56	2.67	2.59	2.62	2.66	2.75
										N057C	2.00	2.04	2.08	2.15	2.55	2.56	2.57	2.58
										N057D	2.37	2.49	2.57	2.67	2.59	2.62	2.67	2.75
5/ Palermo Dr	NA024	1.93	1.93	1.93	1.93	2.53	2.53	2.53	2.53	N024A	1.93	1.93	1.94	1.94	2.53	2.53	2.53	2.54

Project/ Location	Existin g Node	Existing Conditions Maximum Stage (ft, NAVD88)								Propose d Node	Proposed Conditions Maximum Stage (ft, NAVD88)							
		2070 w/ King Tides SLR projection				2100 w/ King Tides SLR projection					2070 w/ King Tides SLR projection				2100 w/ King Tides SLR projection			
		MA- 24hr	10Y- 24hr	25Y- 24Hr	100Y- 24hr	MA- 24hr	10Y- 24hr	25Y- 24Hr	100Y- 24hr		MA- 24hr	10Y- 24hr	25Y- 24Hr	100Y- 24hr	MA- 24hr	10Y- 24hr	25Y- 24Hr	100Y-24hr
1/ SE of Palma Ln, SE of Coconut Ln, SW of Pippin Dr	NA030	6.15	6.22	6.27	6.36	7.29	7.29	7.29	7.30	NA030	4.84	5.10	5.49	6.06	7.29	7.29	7.29	7.29
2/ South of Founders Park Soccer Fields	NA029	6.86	6.98	7.07	7.21	7.31	7.32	7.34	7.38	NA029	5.85	6.47	6.78	7.06	7.31	7.32	7.34	7.37
3/ Intersection of Toll Gate Blvd and Toll Gate Shores Dr	NA081	4.43	4.43	4.43	4.43	7.28	7.28	7.28	7.28	N081A1	4.43	4.43	4.43	4.43	7.28	7.28	7.28	7.28
4/ Old SR 905	NA057	4.43	4.44	4.44	4.44	7.28	7.28	7.28	7.28	N057	4.44	4.44	4.44	4.45	7.28	7.28	7.28	7.29
										N057A	4.44	4.44	4.44	4.45	7.28	7.29	7.29	7.29
										N057B	4.44	4.44	4.44	4.44	7.28	7.29	7.29	7.29
										N057C	4.43	4.43	4.44	4.44	7.28	7.28	7.28	7.28
										N057D	4.44	4.44	4.44	4.44	7.28	7.28	7.28	7.28
5/ Palermo Dr	NA024	4.43	4.43	4.43	4.43	7.28	7.28	7.28	7.28	N024A	4.43	4.43	4.43	4.43	7.28	7.28	7.28	7.28

Table. 10 Project Flood Depth Table based on NOAA's Intermediate High SLR Projection (ft, NAVD88)

Project/ Location	Ex Node	Existing Conditions Flood Depth (in, NAVD88)								Propose d Node	Proposed Conditions Flood Depth (in, NAVD88)							
		2025 SLR projection				2040 SLR projection					2025 SLR projection				2040 SLR projection			
		MA- 24hr	10Y- 24hr	25Y- 24Hr	100Y- 24hr	MA- 24hr	10Y- 24hr	25Y- 24Hr	100Y- 24hr		MA- 24hr	10Y- 24hr	25Y- 24Hr	100Y- 24hr	MA- 24hr	10Y- 24hr	25Y- 24Hr	100Y-24hr
1/ SE of Palma Ln, SE of Coconut Ln, SW of Pippin Dr	NA030	3.84	4.68	5.28	6.12	4.08	4.92	5.52	6.60	NA030	0	0	0	0	0	0	0	0
2/ South of Founders Park Soccer Fields	NA029	4.68	6.00	6.96	8.28	4.92	6.36	7.44	9.12	NA029	0	0	0	3.72	0	0	0.72	5.76
3/ Intersection of Toll Gate Blvd and Toll Gate Shores Dr	NA081	0	0	0	0	0	0	0	0	N081A1	0	0	0	1.56	0	0	0	2.40
4/ Old SR 905	NA057	0	0	0	0.24	0	0	0	2.40	N057	6.96	8.28	9.24	10.56	7.32	8.64	9.84	11.40
										N057A	6.48	7.92	8.88	10.2	6.84	8.28	9.36	10.92
										N057B	6.36	7.68	8.64	9.96	6.60	8.04	9.12	10.68
										N057C	0	0	0	0.24	0	0	0	2.04
										N057D	6.36	7.68	8.64	9.96	6.6	8.16	9.24	10.68
5/ Palermo Dr	NA024	0	0	0	0	0	0	0	0	N024A	1.56	2.40	3.00	3.96	1.8	2.64	3.48	4.56

*Red values indicate flooding on the lowest edge of roadway has exceeded 4 inches for that project area during the specified storm event.

Project/ Location	Existing Node	Existing Conditions Flood Depth (in, NAVD88)								Proposed Node	Proposed Conditions Flood Depth (in, NAVD88)							
		2070 SLR projection				2100 SLR projection					2070 SLR projection				2100 SLR projection			
		MA- 24hr	10Y- 24hr	25Y- 24Hr	100Y- 24hr	MA- 24hr	10Y- 24hr	25Y- 24Hr	100Y- 24hr		MA- 24hr	10Y- 24hr	25Y- 24Hr	100Y- 24hr	MA- 24hr	10Y- 24hr	25Y- 24Hr	100Y - 24hr
1/ SE of Palma Ln, SE of Coconut Ln, SW of Pippin Dr	NA030	4.08	4.92	5.52	6.60	4.08	4.92	5.52	6.60	NA030	0	0	0	0	0	1.44	3.12	4.56
2/ South of Founders Park Soccer Fields	NA029	4.92	6.36	7.44	9.12	4.92	6.36	7.44	9.12	NA029	0	0	2.76	6.60	0	3.36	5.52	8.16
3/ Intersection of Toll Gate Blvd and Toll Gate Shores Dr	NA081	11.88	11.88	11.88	11.88	45.72	45.72	45.72	45.72	N081A1	11.88	11.88	11.88	11.88	45.72	45.72	45.72	45.7 2
4/ Old SR 905	NA057	8.52	8.64	8.76	9.00	42.12	42.12	42.12	42.24	N057	9.24	9.72	10.44	11.64	42.12	42.24	42.24	42.2 4
										N057A	9.00	9.48	10.08	11.16	42.24	42.24	42.24	42.2 4
										N057B	9.00	9.36	9.84	10.92	42.24	42.24	42.24	42.2 4
										N057C	8.52	8.64	8.76	8.88	42.12	42.12	42.12	42.1 2
										N057D	9.00	9.36	9.96	10.92	42.12	42.12	42.12	42.2 4
5/ Palermo Dr	NA024	15.72	15.72	15.72	15.72	49.56	49.56	49.56	49.56	N024A	15.72	15.72	15.72	15.84	49.56	49.56	49.56	49.5 6

*Red values indicate flooding on the lowest edge of roadway has exceeded 4 inches for that project area during the specified storm event.

Table. 11 Project Flood Depth Table Based on King Tides SLR projection (in, NAVD88)

Project/ Location	Ex Node	Existing Conditions Flood Depth (in, NAVD88)								Proposed Node	Proposed Conditions Flood Depth (in, NAVD88)							
		2025 w/ King Tides SLR projection				2040 w/ King Tides SLR projection					2025 w/ King Tides SLR projection				2040 w/ King Tides SLR projection			
		MA- 24hr	10Y- 24hr	25Y- 24Hr	100Y- 24hr	MA- 24hr	10Y- 24hr	25Y- 24Hr	100Y- 24hr		MA- 24hr	10Y- 24hr	25Y- 24Hr	100Y- 24hr	MA- 24hr	10Y- 24hr	25Y- 24Hr	100 Y- 24h r
1/ SE of Palma Ln, SE of Coconut Ln, SW of Pippin Dr	NA030	3.84	4.68	5.28	6.12	4.08	4.92	5.52	6.60	NA030	0	0	0	0	0	0	0	0
2/ South of Founders Park Soccer Fields	NA029	4.68	6.00	6.96	8.28	4.92	6.36	7.44	9.12	NA029	0	0	0	3.72	0	0	0.72	5.7 6
3/ Intersection of Toll Gate Blvd and Toll Gate Shores Dr	NA081	4.68	4.68	4.68	4.68	11.88	11.88	11.88	11.88	N081A1	4.68	4.68	4.80	4.80	11.88	11.88	11.88	11. 88
4/ Old SR 905	NA057	1.92	2.40	3.00	4.08	8.52	8.64	8.76	9.00	N057	7.08	8.40	9.36	10.68	9.24	9.72	10.44	11. 64
										N057A	6.6	7.92	8.88	10.2	9.00	9.48	10.08	11. 16
										N057B	6.36	7.80	8.64	9.96	9.00	9.36	9.84	10. 92
										N057C	1.92	2.40	2.88	3.72	8.52	8.64	8.76	8.8 8
										N057D	6.36	7.80	8.76	9.96	9.00	9.36	9.96	10. 92
5/ Palermo Dr	NA024	8.52	8.52	8.52	8.52	15.72	15.72	15.72	15.72	N024A	8.52	8.52	8.64	8.64	15.72	15.72	15.72	15. 84

***Red values indicate flooding on the lowest edge of roadway has exceeded 4 inches for that project area during the specified storm event.**

Project/ Location	Existing Node	Existing Conditions Flood Depth (in, NAVD88)								Proposed Node	Proposed Conditions Flood Depth (in, NAVD88)							
		2070 w/ King Tides SLR projection				2100 w/ King Tides SLR projection					2070 w/ King Tides SLR projection				2100 w/ King Tides SLR projection			
		MA- 24hr	10Y- 24hr	25Y- 24Hr	100Y- 24hr	MA- 24hr	10Y- 24hr	25Y- 24Hr	100Y- 24hr		MA- 24hr	10Y- 24hr	25Y- 24Hr	100Y- 24hr	MA- 24hr	10Y- 24hr	25Y- 24Hr	100Y- 24hr
1/ SE of Palma Ln, SE of Coconut Ln, SW of Pippin Dr	NA030	4.08	4.92	5.52	6.60	17.76	17.76	17.76	17.88	NA030	0	0	0	3.00	17.76	17.76	17.76	17.76
2/ South of Founders Park Soccer Fields	NA029	4.92	6.36	7.44	9.12	10.32	10.44	10.68	11.16	NA029	0	0.24	3.96	7.32	10.32	10.44	10.68	11.04
3/ Intersection of Toll Gate Blvd and Toll Gate Shores Dr	NA081	34.68	34.68	34.68	34.68	68.88	68.88	68.88	68.88	N081A1	34.68	34.68	34.68	34.68	68.88	68.88	68.88	68.88
4/ Old SR 905	NA057	31.08	31.20	31.20	31.20	65.28	65.28	65.28	65.28	N057	31.20	31.20	31.20	31.32	65.28	65.28	65.28	65.40
										N057A	31.20	31.20	31.20	31.32	65.28	65.40	65.40	65.40
										N057B	31.20	31.20	31.20	31.20	65.28	65.40	65.40	65.40
										N057C	31.08	31.08	31.20	31.20	65.28	65.28	65.28	65.28
										N057D	31.20	31.20	31.20	31.20	65.28	65.28	65.28	65.28
5/ Palermo Dr	NA024	38.52	38.52	38.52	38.52	72.72	72.72	72.72	72.72	N024A	38.52	38.52	38.52	38.52	72.72	72.72	72.72	72.72

*Red values indicate flooding on the lowest edge of roadway has exceeded 4 inches for that project area during the specified storm event.

Table. 12 Project Maximum Flow Table based on NOAA's Intermediate High SLR Projection (ft, NAVD88)

Project/ Location	Existing Link	Existing Conditions Maximum Flow Rate (cfs)								Proposed Link	Proposed Conditions Maximum Flow Rate (cfs)							
		2025 SLR projection				2040 SLR projection					2025 SLR projection				2040 SLR projection			
		MA- 24Hr	10Y- 24Hr	25- 24Hr	100Y- 24Hr	MA- 24Hr	10Y- 24Hr	25- 24Hr	100Y- 24Hr		MA- 24hr	10Y- 24hr	25Y- 24Hr	100Y- 24hr	MA- 24hr	10Y- 24hr	25Y- 24Hr	100Y- 24hr
1/ Royal Ln	L-2790W	41.24	93	67.85	139.17	46.39	77.04	110	170.84	L-2790W	0	0	1.32	49.4	0	0	16.61	87.04
1/ Old Hwy	L-3780W	0	1.34	5.46	22.73	0	2.58	10.5	38.12	L-5210W	0	0	0	0	0	0	0	0
1/ Old Hwy	L-2810W	0	0	0	0	0	0	0	0	L-2810W	0	0	0	0	0	0	0	0
1/pond pipe link across US-1		NA	NA	NA	NA	NA	NA	NA	NA	L-5360DS	24.03	27.16	29.63	34.74	24.7	28.14	31.61	37.09
1/pond pipe link across Old Hwy		NA	NA	NA	NA	NA	NA	NA	NA	L-5370DS	6.42	6.97	7.22	7.51	4.4	4.89	5.21	5.61
1/ pipe link across RV Park Nautical way		NA	NA	NA	NA	NA	NA	NA	NA	L-5410DS	0	0	0	5.05	0	0	0	10.24
1/ Plantation Blvd	L-2820W	0	0	0	#N/A	0	0	0	0	L-5500W	0	0	0	0	0	0	0	0
2/ Islamorada Chamber of Commerce	L-2780W	0	0	0	0	0	0	0	0	L-2780W	0	0	0	0	0	0	0	0
2/ Old Hwy	L-3770W	0	0	0	0	0	0	0	0	L-3770W	0	0	0	0	0	0	0	0
2/ Pipe link across US-1		NA	NA	NA	NA	NA	NA	NA	NA	L-5420DS	20.9	23.15	24.74	25.9	21.4	23.8	25.31	26.33
3/ Tollgate Blvd	WBC081	66.42	114.16	160.72	247.96	75.41	131.27	192.37	309.18	WBC081	61.21	102.72	142.89	217.7	69.07	117.49	170.14	270.46
4/ Old SR 905	L-3130W	86.4	129.26	169.06	239.74	94.76	143.97	195.26	286.14	L-3130W	95.87	141.61	181.4	247.38	105.03	156.84	206.3	288.02
4/ Old SR 905	L-3120W	0	0	0	0	0	0	0	0.04	L-3120W	0	0	0	0	0	0	0	0
5/ Palermo Dr	L-3720W	0	0	0	0	0	629.31	629.31	629.31	L-3720W	0	0	0	0	0	0	0	0
5/ Palermo Dr	L-2750W	0	0	0	0	0	77.21	77.21	77.21	L-2750W	0	0	0	0	0	0	0	0
5/ Palermo Dr	WBC024	59.88	115.97	172.63	282	74.76	145.47	229.45	388.77	WBC024	56.95	112.32	168.7	278.12	71.72	141.95	225.82	385.05

Project/ Location	Existing Link	Existing Conditions Maximum Flow Rate (cfs, NAVD88)								Proposed Link	Proposed Conditions Maximum Flow Rate (cfs, NAVD88)							
		2070 SLR projection				2100 SLR projection					2070 SLR projection				2100 SLR projection			
		MA- 24Hr	10Y- 24Hr		100Y- 24Hr	MA- 24Hr	10Y- 24Hr	25Y- 24Hr	100Y- 24Hr		MA- 24hr	10Y- 24hr	25Y- 24Hr	100Y- 24hr	MA- 24hr	10Y- 24hr	25Y- 24Hr	100Y - 24hr
1/ Royal Ln	L-2790W	46.4	77.05	110.02	170.86	46.43	77.08	110.05		L-2790W	0	0	16.62	87.07	0	24.09	62.23	136.7 2
1/ Old Hwy	L-3780W	0	2.58	10.51	38.13	0	2.58	10.52		L-5210W	0	0	0	0	0	0	0	1.22
1/ Old Hwy	L-2810W	0	0	0	0	0	0	0		L-2810W	0	0	0	0	0	8.06	67.95	191.2 3
1/pond pipe link across US-1		NA	NA	NA	NA	NA	NA	NA		L-5360DS	18.97	23.39	27.49	33.93	11.48	15.58	17.35	18.72
1/pond pipe link across Old Hwy		NA	NA	NA	NA	NA	NA	NA		L-5370DS	0.04	0.06	0.07	0.12	0.01	0.01	0.01	0.01
1/ pipe link across RV Park Nautical way		NA	NA	NA	NA	NA	NA	NA		L-5410DS	0	0	0	8.16	2.75	3.75	4.18	4.51
1/ Plantation Blvd	L-2820W	0	0	0	0	0	0	0		L-5500W	0	0	0	0	0	0	0.02	0.26
2/ Islamorada Chamber of Commerce	L-2780W	0	0	0	0	0	0	0		L-2780W	0	0	0	0	0	0	0	0
2/ Old Hwy	L-3770W	0	0	0	0	0	0	0		L-3770W	0	0	0	0	0	0	0	0
2/ Pipe link across US-1		NA	NA	NA	NA	NA	NA	NA		L-5420DS	21.4	23.8	25.31	26.33	13.71	15.84	16.84	17.96
3/ Tollgate Blvd	WBC081	75.41	131.27	192.38	309.17	75.47	131.33	192.43		WBC081	75.34	131.1 7	192.2 4	308.94	75.44	131.3	192.39	309.1 4
4/ Old SR 905	L-3130W	91.98	140.86	191.24	283.41	46.39	84.09	94.73		L-3130W	97.94	149.9 5	200.5 3	285.06	21.19	31.82	42.76	62.86
4/ Old SR 905	L-3120W	4.35	6.13	7.84	11.03	51.71	78.85	106.93		L-3120W	3.58	5.02	6.32	8.46	15	21.98	29.2	42.46
5/ Palermo Dr	L-3720W	0	8767.7 3	8767.7 3	8767.73	0.01	50175.9 2	50175. 92		L-3720W	0	0.01	0.01	0.01	0.01	0.01	0.01	0.01

Project/ Location	Existing Link	Existing Conditions Maximum Flow Rate (cfs, NAVD88)								Proposed Link	Proposed Conditions Maximum Flow Rate (cfs, NAVD88)							
		2070 SLR projection				2100 SLR projection					2070 SLR projection				2100 SLR projection			
		MA- 24Hr	10Y- 24Hr		100Y- 24Hr	MA- 24Hr	10Y- 24Hr	25Y- 24Hr	100Y- 24Hr		MA- 24hr	10Y- 24hr	25Y- 24Hr	100Y- 24hr	MA- 24hr	10Y- 24hr	25Y- 24Hr	100Y - 24hr
5/ Palermo Dr	L-2750W	0	251.05	251.05	251.05	0	2440.34	2440.3 4		L-2750W	0	0	0	0	0	0	0	0
5/ Palermo Dr	WBC024	90.94	165.95	256.25	453.76	103.64	178.89	267.58		WBC024	91.04	165.8 1	255.7 4	452.36	103.65	178.72	267	451.5 5

Table. 13 Project Maximum Flow Table based on King Tides SLR projection (cfs)

Project/ Location	Existing Link	Existing Conditions Maximum Flow Rate (cfs)								Proposed Link	Proposed Conditions Maximum Flow Rate (cfs)							
		2025 w/ King Tides SLR projection				2040 w/ King Tides SLR projection					2025 w/ King Tides SLR projection				2040 w/ King Tides SLR projection			
		MA- 24Hr	10Y- 24Hr	25- 24Hr	100Y- 24Hr	MA- 24Hr	10Y- 24Hr	25- 24Hr	100Y- 24Hr		MA- 24hr	10Y- 24hr	25Y- 24Hr	100Y- 24hr	MA- 24hr	10Y- 24hr	25Y- 24Hr	100Y- 24hr
1/ Royal Ln	L-2790W	41.25	67.86	93.01	139.18	46.4	77.05	110.02	170.86	L-2790W	0	0	1.32	49.41	0	0	16.62	87.07
1/ Old Hwy	L-3780W	0	1.34	5.46	22.73	0	2.58	10.51	38.13	L-5210W	0	0	0	0	0	0	0	0
1/ Old Hwy	L-2810W	0	0	0	0	0	0	0	0	L-2810W	0	0	0	0	0	0	0	0
1/pond pipe link across US-1		NA	NA	NA	NA	NA	NA	NA	NA	L-5360DS	22.99	26.57	29.26	34.58	18.97	23.39	27.49	33.93
1/pond pipe link across Old Hwy		NA	NA	NA	NA	NA	NA	NA	NA	L-5370DS	0.21	0.38	0.48	0.57	0.04	0.06	0.07	0.12
1/ pipe link across RV Park Nautical way		NA	NA	NA	NA	NA	NA	NA	NA	L-5410DS	0	0	0	5.22	0	0	0	8.16
1/ Plantation Blvd	L-2820W	0	0	0	0	0	0	0	0	L-5500W	0	0	0	0	0	0	0	0
2/ Islamorada Chamber of Commerce	L-2780W	0	0	0	0	0	0	0	0	L-2780W	0	0	0	0	0	0	0	0
2/ Old Hwy	L-3770W	0	0	0	0	0	0	0	0	L-3770W	0	0	0	0	0	0	0	0
2/ Pipe link across US-1		NA	NA	NA	NA	NA	NA	NA	NA	L-5420DS	20.9	23.15	24.74	25.9	21.4	23.8	25.31	26.33
3/ Tollgate Blvd	WBC081	66.42	114.16	160.72	247.94	75.41	131.27	192.38	309.17	WBC081	66.31	113.98	160.46	247.37	75.34	131.17	192.24	308.94
4/ Old SR 905	L-3130W	86.31	130.03	170	241.17	91.98	140.86	191.24	283.41	L-3130W	92.69	138.97	179.25	246.03	97.94	149.95	200.53	285.06
4/ Old SR 905	L-3120W	0	0.04	0.11	0.42	4.35	6.13	7.84	11.03	L-3120W	0	0	0	0.09	3.58	5.02	6.32	8.46
5/ Palermo Dr	L-3720W	0	4469.91	4469.91	4469.91	0	8767.73	8767.73	8767.73	L-3720W	0	0.01	0.01	0.01	0	0.01	0.01	0.01
5/ Palermo Dr	L-2750W	0	221.67	221.67	221.67	0	251.05	251.05	251.05	L-2750W	0	0	0	0	0	0	0	0
5/ Palermo Dr	WBC024	72.89	133.57	198.15	331.72	90.94	165.95	256.25	453.76	WBC024	73.01	133.54	197.88	331.26	91.04	165.81	255.74	452.36

Project/ Location	Existing Link	Existing Conditions Maximum Flow Rate (cfs, NAVD88)								Proposed Link	Proposed Conditions Maximum Flow Rate (cfs, NAVD88)							
		2070 w/ King Tides SLR projection				2100 w/ King Tides SLR projection					2070 w/ King Tides SLR projection				2100 w/ King Tides SLR projection			
		MA- 24Hr	10Y- 24Hr	25Y- 24Hr	100Y- 24Hr	MA- 24Hr	10Y- 24Hr	25Y- 24Hr	100Y- 24Hr		MA- 24hr	10Y- 24hr	25Y- 24Hr	100Y- 24hr	MA- 24hr	10Y- 24hr	25Y - 24 Hr	100Y - 24hr
1/ Royal Ln	L-2790W	46.41	77.06	110.02	170.85	62.46	96.75	131.48	193.85	L-2790W	0	0.04	32	107.96	59.99	93.29	127.37	188.75
1/ Old Hwy	L-3780W	0	2.58	10.51	38.13	86.97	127.84	170.76	247.25	L-5210W	0	0	0	0	60.15	83.41	106.15	152.64
1/ Old Hwy	L-2810W	0	0	0	0	0.02	4343.64	4343.64	4343.64	L-2810W	0	0	0	59.04	54.88	86.71	114.29	166.81
1/pond pipe link across US-1		NA	NA	NA	NA	NA	NA	NA	NA	L-5360DS	13.17	16.82	21.12	26.14	0.09	0.2	0.45	1.35
1/pond pipe link across Old Hwy		NA	NA	NA	NA	NA	NA	NA	NA	L-5370DS	0.01	0.01	0.02	0.02	0	0	0.01	0.01
1/ pipe link across RV Park Nautical way		NA	NA	NA	NA	NA	NA	NA	NA	L-5410DS	3.1	4.02	5.08	6.29	0.11	0.21	0.32	0.43
1/ Plantation Blvd	L-2820W	0	0	0	0	0	0	0	0	L-5500W	0	0	0	0.01	1.68	2.22	2.81	4.01
2/ Islamorada Chamber of Commerce	L-2780W	0	0	0	0	0	0	0	0	L-2780W	0	0	0	0	0	0	0	0
2/ Old Hwy	L-3770W	0	0	0	0	0	0	0	0	L-3770W	0	0	0	0	0	0	0	0
2/ Pipe link across US-1		NA	NA	NA	NA	NA	NA	NA	NA	L-5420DS	16.02	19.23	20.64	21.84	2.06	2.64	3.16	4.07
3/ Tollgate Blvd	WBC081	75.45	131.31	192.41	309.19	75.53	131.37	192.5	309.28	WBC081	75.41	131.26	192.35	309.08	75.5	131.37	192.46	309.23
4/ Old SR 905	L-3130W	65.91	101.91	140.16	208.59	36.93	84.22	84.22	111.34	L-3130W	29.91	47.72	69.32	109.27	18.61	28.07	37.19	54.58
4/ Old SR 905	L-3120W	31.45	46.33	60.32	87.75	81.74	152.84	286.77	374.24	L-3120W	9.17	14.93	23.11	38.66	97.19	126.04	159.7	192.99

Project/ Location	Existing Link	Existing Conditions Maximum Flow Rate (cfs, NAVD88)								Proposed Link	Proposed Conditions Maximum Flow Rate (cfs, NAVD88)							
		2070 w/ King Tides SLR projection				2100 w/ King Tides SLR projection					2070 w/ King Tides SLR projection				2100 w/ King Tides SLR projection			
		MA- 24Hr	10Y- 24Hr	25Y- 24Hr	100Y- 24Hr	MA- 24Hr	10Y- 24Hr	25Y- 24Hr	100Y- 24Hr		MA- 24hr	10Y- 24hr	25Y- 24Hr	100Y- 24hr	MA- 24hr	10Y- 24hr	25Y - 24 Hr	100Y - 24hr
5/ Palermo Dr	L-3720W	0.01	33556. 29	33556. 29	33556.2 9	0.01	93406. 7	93406.7	93406. 7	L-3720W	0.01	0.01	0.01	0.01	0.01	0.01	0.01	
5/ Palermo Dr	L-2750W	0	375.23	375.23	375.23	0	13660. 23	13660.2 3	13660. 23	L-2750W	0	0	0	0	0	0	0	
5/ Palermo Dr	WBC024	100.35	175.72	265.03	453.63	108.94	184.72	272.3	452.59	WBC024	100.39	175.5 7	264.48	452.2	108.7 7	184.1 8	271. 06	450.1

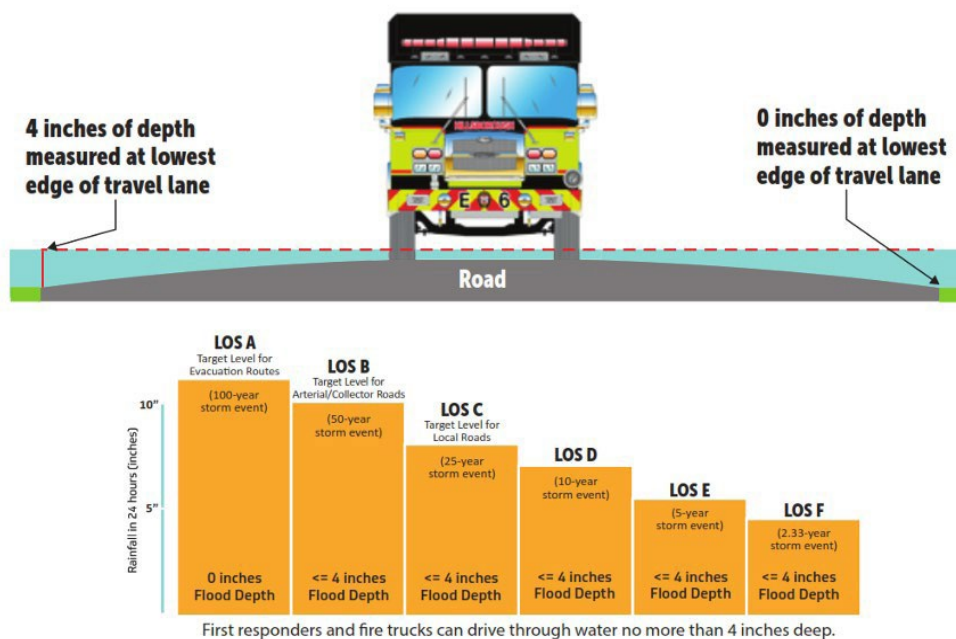
6. The plan must include a strategy and action plan to address the results of the studies for:

Estimated Level of Service Change

To identify areas impacted by sea level rise and rainfall design storms (later referred to as “projects” or “project areas”), an appropriate quantifiable system needs to be followed, typically a level of service guideline. As Islamorada does not define flood protection level of service (FPLOS) for specific storm events with respect to roadway flooding, industry standards, namely from Hillsborough County, have been used to determine existing condition FPLOS. Hillsborough County’s Comprehensive Plan details estimating FPLOS (A through F) based on the type of road under consideration and the depth of the flooding at the edge of the travel lane (**Figure 16**). Depending on the type of road, the design storm event used to estimate flooding depth at the edge of the travel lane varies from a 100-yr/24-hr design storm event to a mean-annual (2.33-yr/24-hr storm event). The target flood depth at the edge of the travel lane is 4 inches or less except for the evacuation route where no flooding is allowed.

Figure 16: Stormwater Roadway Flood Protection Level of Service Definitions

Source: Preliminary Engineering Design for Five Intermediate Stormwater Unfunded Projects, Wood, 2021



Using this methodology from Hillsborough County, the existing conditions results display approximately 4 inches of flooding above the lowest edge of the roadway during the mean annual storm event for project areas 1 and 2, as shown in **Figures 10-15**. As a result of intersecting the building footprint layer in GIS with the 2025 existing conditions flood inundation polygons for the 10-year 24-hour storm event, many structures may be at risk of inundation. Therefore, due to variability in building finish floor elevations (FFE) which are not captured in the GIS geodatabase

information, a general guideline was used in determining the building FFEs for evaluation by adding 2 ft to the average LiDAR elevation at the building footprint.

Project Areas in this Watershed Management Plan were selected based on locations where localized roadway inundation exceeds 4 inches using the Hillsborough County methodology to define FPLOS. Figures for the respective Project Areas include **Figures 10 – 15**. Project Areas affected from more immediate and smaller intensity events were prioritized higher than those with longer range less intense impacts. Additionally, inundated roadways affecting a greater number of residential properties were rated with a higher design priority compared to individual commercial areas that were more isolated. Inundated areas resulting from the 2025 and 2040 existing conditions model with NOAA's intermediate high projection were prioritized above inundated areas in the King Tides model scenarios, due to the conservative nature of the King Tide boundary conditions.

As displayed in **Table 10 and Table 11**, the two Project Areas with flood inundation greater than 4 inches of roadway at the outside edge of the pavement are Project Areas 1 and 2 during the 2025 and 2040 events (King Tides SLR projection). Project Areas 3, 4 and 5 were identified as having greater than 4 inches of roadway flooding for the 2025 scenario using the King Tides SLR projection.

Furthermore, it was noted that little to no flow occurs in Project Area 2 as this area is a closed basin with no direct outfall to the coast, which was confirmed based on the available survey data as displayed in **Tables 12 and 13 for link L-5410DS**. Additionally, Project Areas 1 and 5 experience little to no discharge between basins during the lesser intensity storm events and may benefit from direct stormwater connections to their respective outfalls.

Proposed projects for the Project Areas to alleviate flooding concerns for the Islamorada watershed include the following:

- ▶ **Project Area 1:** Projects include: adding two wet stormwater detention facilities adjacent to the intersection of US-1, Old Hwy, and Palma Ln along with routing the flow from the mitered end section on Parcel 00412430000000 to the coast (**Figure 10**).
- ▶ **Project Area 2:** Projects include: adding an inlet in the swale south of Founders Park Soccer Fields, north of US-1, prior to outfall across US-1 (**Figure 11**).
- ▶ **Project Area 3:** Projects include: adding a wet stormwater pond adjacent to the southeast intersection of Toll Gate Blvd and Toll Gate Shores Dr. The stormwater pond will discharge across Toll Gate Shores Dr towards the coast (**Figure 12**).
- ▶ **Project Area 4:** Projects include: adding stormwater pipes where viable to hydraulically connect the poorly draining stormwater infrastructure along Old SR-905. These pipes would drain to a proposed inlet prior to discharging to the coast through a potential drainage easement through parcel 00397820000000 (**Figure 13**).
- ▶ **Project Area 5:** Projects include: adding inlets to capture runoff along Palermo Dr and discharging to the existing swale system along Venetian Blvd (**Figure 14**).

- ▶ **Future Project Areas 6A, 6B, 6C, 6D, 6F, & 6G:** Projects include: several areas that experienced inundation during the 2040 events where the boundary condition was based on the SLR projections from the King Tides Study. These areas are recommended to be assessed for the potential of raising the existing road grades, addition of sea walls, cleaning out existing stormwater infrastructure where survey data indicated silted/mucked-in structures that are not currently functioning, and/or implementing pumping systems due to limitations in existing grades (**Figure 15**).

A summary of the results of the proposed analysis for each Project Area location is provided below:

Project Area 1: Adding two wet stormwater detention facilities on the intersection of US-1, Old Hwy, and Palma Ln along with routing the flow from the mitered end section on Parcel 00412430000000 to the coast. Recommended projects in this Project Area include:

- ▶ The addition of 189 LF of 24-inch horizontal elliptical RCP connecting a proposed Type C inlet at the proposed wet detention facility between Palma Ln, Coconut Ln and US-1 (Parcels 0413480, 00413890, 00413880, and 00413870-000000) to a second proposed FDOT Type C inlet in the proposed wet detention facility across US-1, bordered by Old Hwy (Parcels 00413320, 00413330, 00413340, 00413350, & 00413360-000000). The outfall point for this pond would be to the vacant residential parcel immediately southeast across Old Hwy (Parcel 0041518000000), connected via 80 LF of 24-inch elliptical RCP. The outfall will include a Type C Inlet bubble up structure with perforated bottom to allow for infiltration. Additionally, there is to be a Type C inlet conversion of the existing mitered end section on parcel 00412430000000 discharging to a proposed Type C inlet via 153 LF of horizontal elliptical 12-inch RCP on Old Hwy prior to discharging towards the existing docks southeast of the mobile home park through 400 LF of 18-inch RCP.
- ▶ Four design storms including the mean annual (2.33-yr/24-hr), 10-yr/24-hr, 25-yr/24-hr, and the 100-yr/24-hr events were simulated for each of the 4 proposed scenarios to be assessed. These include the 2025 (NOAA Int-High projection), 2040 (NOAA Int-High projection), 2025 (King Tides projection), and 2040 (King Tides projection).
- ▶ To measure the level of adverse impacts for each alternative, node N030B and N015A were selected to represent the maximum stage of the proposed stormwater management facilities.
- ▶ Based on the proposed results for this project, 4 separate proposed projects were developed individually for the overall area. Project 1A includes the original design of project 1 as previously mentioned, illustrated in **Figure 10-10I**. Project 1B consists of the original design excluding the proposed stormwater network through the mobile home park as a means of cost reduction. Project 1C includes the original design with ten times the number of proposed pipe connections and structures. The purpose of this project is to assess whether the number of pipe connections is the limiting factor for further reductions in discharge. Project 1D is a consists of Project 1B with 10 times the number of proposed pipe connections and structures. Like Project 1C, the purpose of Project 1D

is to assess whether the number of pipe connections is the limiting factor while also being more economically viable.

- ▶ The proposed model results for project 1A (project 1 in **Figure 10-10I**) indicates that roadway inundation along US-1 will be eliminated for all modeled 2025 and 2040 storm events. Although US-1 was determined to meet level of service for project 1A, local roadways northwest of US-1 received inundation ranging from 4-7 inches for the 10-year 24-hour event, and 9-13 inches for the 25-year 24-hour event.
- ▶ Based on maximum link flows, it was determined that link L-5410DS from node NA030 to node NA016 (spanning across Old Hwy to the existing RV park across US-1) did not contribute significantly to outflows for the 2025 and 2040 events. Additionally, obtaining temporary construction in a developed private property may pose a significant challenge in the permitting process in addition to the added cost of construction. As a result, an alternative project (Project 1B) should be modeled to exclude the proposed Type C inlet (southwest of Pippin Dr) to convey discharge across US-1. Cost estimates for Project 1B are listed in **Table 14B**.
- ▶ To determine potential for additional flood reductions, scenarios with 10 pipe links, project 1C and project 1D, were assessed in the ICPR model. Based on the results, it was determined that additional connections provided greater flood reduction by up to 6 inches for the 10-year 24-hour event and 11 inches for the 25-year 24-hour event as displayed in **Figures 10F, 10G, and 10H**. This would allow for LOS requirements to be met for the project's impacted local roads (i.e. Palma Ln and Royal Ln). This illustrates that the flow capacity is the bottleneck for reduction in localized inundation and meeting roadway LOS.
- ▶ Due to further reductions in flood depths from increasing pipe count, it would be critical for the Village to work with the designers to achieve the most economical solution based on the Village's cost/benefit goals.

Project Area 2: Adding an inlet in the swale south of Founders Park Soccer Fields, north of US-1 prior to outfall across US-1. Recommended projects in this Project Area include:

- ▶ This alternative includes the addition of 156 LF of an 18-inch horizontal elliptical RCP connecting a proposed Type C inlet within the existing swale located in the southeast and southwest corners of parcels 00093330000100 and 00093330000000 across US-1. The outfall would be towards a vacant parcel classified as Mixed Wetland Hardwoods prior to overland discharge towards the coast.
- ▶ Four design storms including the mean annual (2.33-yr/24-hr), 10-yr/24-hr, 25-yr/24-hr, and the 100-yr/24-hr event were simulated for each of the 4 proposed scenarios to be assessed. These include the 2025 (NOAA Int-High projection), 2040 (NOAA Int-High projection), 2025 (King Tides projection), and 2040 (King Tides projection).
- ▶ To measure the level of adverse impacts for each alternative, node N029 was selected to represent the maximum stage of the proposed inlet, adjacent swale, and elevation of roadway inundation along US-1.

- ▶ Based on the proposed results for this project, 2 separate proposed projects were developed individually for the overall area. Project 2A includes the original design of project 1 as previously mentioned, illustrated in **Figure 11-11I**. Project 2B includes the original design for Project 2A with 20 times the number of pipe connections. Like projects 1C and 1D, the purpose of project 2B is to assess whether the number of pipe connections is the limiting factor for further reductions in flooding extents.
- ▶ The proposed model results for project 2A (project 2 in **Figure 11-11I**) indicates that roadway inundation for project 2 will be eliminated along US-1 for the 2025 and 2040 scenarios' 10-year and mean annual 24-hour storm events. The 2040 25-year 24-hour event displayed approximately 0.72 inches of inundation for project 2, under the 4-inch depth required by the LOS. Approximately 3.72 to 5.76 inches of inundation is still expected for the 2025 and 2040 100-yr 24-hr events respectively.
- ▶ To assess potential for additional flood reductions, a scenario with 20 pipe links was assessed in the ICPR model. Based on the results, it was determined that additional connections provided greater flood reduction by up to 20 inches as displayed in **Figures 11F, 11G, and 11H**. This illustrates that the flow capacity is the bottleneck for reduction in localized inundation and meeting roadway LOS.
- ▶ Due to significantly improved reductions in flood depths resulting from increasing pipe count, it would be critical for the Village to work with the designers to achieve the most economical solution based on the Village's cost/benefit goals.

Project Area 3: Adding a wet stormwater pond on the southeast intersection of Toll Gate Blvd and Toll Gate Shores Dr. The stormwater pond will discharge across Toll Gate Shores Dr towards the coast. Recommended projects in this Project Area include:

- ▶ The addition of 53 LF of 18-inch RCP connecting a proposed Type D inlet controlled via a sluice gate within the proposed wet detention stormwater facility on the southeast intersection of Toll Gate Blvd and Toll Gate Shores Dr to the coast immediate west of the docks on Toll Gate Dr. This alternative will include 2 additional Type D inlets that will drain runoff along Toll Gate Blvd towards the proposed pond. There will be an additional 100 LF of 12 inch-RCP associated with the inlets due to limitations in existing grade.
- ▶ Four design storms including the mean annual (2.33-yr/24-hr), 10-yr/24-hr, 25-yr/24-hr, and the 100-yr/24-hr event were simulated for each of the 4 proposed scenarios to be assessed. These include the 2025 (NOAA Int-High projection), 2040 (NOAA Int-High projection), 2025 (King Tides projection), and 2040 (King Tides projection).
- ▶ To measure the level of adverse impacts for each alternative, node N081A1 was selected to represent the maximum stage of the proposed pond and elevation of roadway inundation along Toll Gate Blvd.
- ▶ The proposed model results for project 3 indicated that for all design storm events the proposed pond and associated infrastructure provides no benefit in terms of additional flood reduction despite providing additional storage. The results for the 2025 scenarios using King Tide projections (providing more conservative boundary conditions based on NOAA's intermediate high projections) illustrated that despite the availability of additional storage area, the tailwater elevation would prevent positive discharge out of

the pond. As a result, it is not recommended to pursue the proposed stormwater infrastructure outlined for project 3 above.

- ▶ As an alternative, the addition of a stormwater pump station is advised on the proposed parcel, providing adequate drainage during the design storm events while meeting local regulations for design offsets, landscaping requirements, etc.

Project Area 4: Adding stormwater pipes where viable to hydraulically connect the poorly draining stormwater infrastructure along Old SR-905. These pipes would drain to a proposed inlet prior to discharging to the coast through a potential drainage easement through parcel 00397820000000. Recommended projects in this Project Area include:

- ▶ The potential addition of 820 LF of 12-inch RCP connecting 4 existing inlets along Old SR-905 to the coast through a potential drainage easement within parcel 00397820000000. Existing stormwater inlets for this project had unknown invert elevations due to the structures being filled with water at the time of survey. Invert directions and elevations were assumed based on engineering judgement. The existing structures for this project should be drained, measured, and assessed for drainage viability prior to pursuit of this project.
- ▶ Four design storms including the mean annual (2.33-yr/24-hr), 10-yr/24-hr, 25-yr/24-hr, and the 100-yr/24-hr event were simulated for each of the 4 proposed scenarios to be assessed. These include the 2025 (NOAA Int-High projection), 2040 (NOAA Int-High projection), 2025 (King Tides projection), and 2040 (King Tides projection).
- ▶ To measure the level of adverse impacts for each alternative, nodes N057, N057A, N057B, N057C and N057D N024A was selected to represent the maximum stage of the proposed inlets and elevation of roadway inundation along Old SR-905.
- ▶ The proposed model results for project 4 indicate no reduction in road flooding for the design storm event. Conversely as displayed in **Table 11** and **Table 12**, despite the increase in flow capacity across the connected links, the maximum stages for the project nodes increased from the existing conditions. This could be a result of primarily sea level rise induced backflow coupled with low lying roadway elevations on the projected inundated section of Old SR-905. As a result, it is not recommended to pursue the proposed stormwater infrastructure outlined for project 4 above.
- ▶ As an alternative, future assessments on raising roadway elevations along Old SR-905 up to 6 inches along the impacted stretch of roadway should be considered. Additionally, a future stormwater pump station is recommended to be assessed to control stormwater discharged into those areas.

Project Area 5: Adding inlets to capture runoff along Palermo Dr and discharging to the existing swale system along Venetian Blvd. Recommended projects in this Project Area include:

- ▶ The addition of 967 LF of 12-inch RCP connecting 3 proposed Type D inlets along Palermo Dr to the existing swales west of Venetian Blvd. Due to the existing grades along Palermo

Dr, the addition of 6 inches of cover would be required to ensure the proposed pipe maintains adequate cover.

- ▶ Four design storms including the mean annual (2.33-yr/24-hr), 10-yr/24-hr, 25-yr/24-hr, and the 100-yr/24-hr event were simulated for each of the 4 proposed scenarios to be assessed. These include the 2025 (NOAA Int-High projection), 2040 (NOAA Int-High projection), 2025 (King Tides projection), and 2040 (King Tides projection).
- ▶ To measure the level of adverse impacts for each alternative, node N024A was selected to represent the maximum stage of the proposed inlets and elevation of roadway inundation along Palermo Dr.
- ▶ The proposed model results for project 5 indicate no reduction in road flooding for the design storm event. In contrast, as displayed in **Table 10**, the proposed hydraulic connection to the swales west of Venetian Blvd results in potential backflow during the 2025 and 2040 NOAA-Intermediate High Scenarios as seen in the increased proposed maximum stages. As a result, it is not recommended to pursue the proposed stormwater infrastructure outlined for project 5 above.
- ▶ Future assessments on a stormwater pump station to provide positive drainage in addition to raising roadway elevations to alleviate future inundation should be considered. The increased roadway elevations shall be assessed to ensure existing residents are not impacted by future storm events.

Project Areas 6A, 6B, 6C, 6D, 6F, & 6G.

- ▶ Several residential areas in the upper Planation Key region of Islamorada, as part of project 6, are prone to inundation from sea level rise. Project 6 includes 6A, 6B, 6C, 6D, 6E, 6F, and 6G. These project areas collectively suffer from low lying roadway elevations and lack of alternative emergency exits. See **Figure 15** and **Figure 16** for more details.
- ▶ Due to lack of available parcels for stormwater treatment areas, these areas were not modeled based on proposed stormwater features. Each Project Area is recommended to be assessed for roadway fill requirements to meet LOS, sufficient drainage amendments to prevent adverse impacts to adjacent residential areas and potential implementation of pump stations for drainage on a case-by-case basis.

a. Controlling the timing of peak flows to prevent or minimize problems for the entire watershed due to new development, redevelopment, and fully developed conditions.

Differences in runoff from current to future conditions were determined to be minimal based on the available existing conditions and future land use classifications for the Islamorada watershed. Existing vacant parcels with a designated land use were conservatively modeled in the existing conditions with the designated current land use in place. Therefore, there was negligible change between the existing land use/future land use classifications leading to no major changes in peak flows from new development, redevelopment, and fully developed conditions.

b. The impact of climate change and sea level rise on fully developed conditions.

Future (fully developed) scenarios account for increased rainfall through a product of SFWMD's rainfall change factors with predicted rainfall depth from NOAA Atlas 14 for Monroe County. As mentioned, the basin maximum stages are primarily a result of sea level rise determined by the coastal boundary condition (set to NOAA's intermediate high projection and NOAA's intermediate high with the addition of King Tides) rather than the rainfall event's intensity, except for a few projects discussed below.

Areas within Islamorada identified as immediate closed basins due to lack of hydraulically connected stormwater infrastructure include the intersection of Palm Ln/ US-1 and sections of roadway along US-1, south of Founder's Park Soccer Fields. These areas are particularly vulnerable to impacts of future flood risk, as the increased rainfall depths result in more localized inundation without coastally connected drainage structures for discharge. Proposed stormwater infrastructure for these two regions will include wet detention ponds northeast of Palm Lane and on the empty lot across US-1 (Project Area 1) and supplemental cross drains across US-1, southeast of the Founder's Park Soccer Fields (Project Area 2).

Areas determined to be at risk of inundation due to sea level rise include residential streets along Tollgate Blvd, low lying sections of roadway on Old SR 905, and Palermo Dr. Proposed stormwater infrastructure for Tollgate Blvd will include a central wet detention pond on the empty lot intersected by Toll Gates Shore Dr and Tollgate Blvd (Project Area 3). Remaining projects include the addition of stormwater pipes to drain excess runoff from Old SR 905 (Project Area 4) and inlets to capture runoff along Palermo Dr (Project Area 5).

Project Areas 1, 2, 3, 4, and 5 were assessed for the 2025, and 2040, 100-year 24-hour events in addition to the 25-year and lesser rainfall events. Based on the proposed model results, Project Areas 1 and 2 displayed significant reductions in roadway inundation for all 2025 and 2040 scenarios. LOS requirements along US-1 are met for all 2025 and 2040 storm events less the 2040 100-yr 24-hour event in which there's a maximum of 5.76 inches of flooding along the low point of US-1. Similarly, Project Areas 1 and 2 experienced reductions in flood depth for the 2070 scenarios although to a lesser extent for the 100-yr 24-hour storm event. In contrast, due to the higher boundary conditions because of sea level rise, Project Areas 3, 4, and 5 were not able to provide a reduction in flood elevations for the stated project locations. All 2100 events were determined to adversely affect all proposed project areas by preventing positive drainage and result in backflow through any proposed stormwater network.

c. At least the 25-year rainfall event in fully developed conditions, with a list of possible solutions for addressing at least the 25-year rainfall event.

As mentioned, the basin maximum stages are primarily a result of SLR determined by the coastal boundary condition rather than the rainfall event's intensity. Project Areas 1, 2, 3, 4, and 5 were assessed for the 2025, and 2040, 100-yr 24-hr events in addition to the 25-year and lesser rainfall events.

Since most basins in Islamorada openly discharge towards the coast via overland flow, the intensity of the storm event does not induce flooding to the same extent as sea level rise. The 25-year rainfall event was primarily determined to adversely affect closed basins, particularly Project Area 1 and Project Area 2 in the Plantation Key region of Islamorada.

To address these flooding concerns, temporary storage solutions in the form of two wet detention ponds that discharge across US-1 would provide hydraulic relief for Project Area 1, which is currently not known to be hydraulically connected to an outfall. Additional information on cost estimates for Project Area 1 are displayed in Tables **14A, 14B, 14C, 14D** with aerial schematics on Figures **10, 10A, 10B, 10C, 10D, 10E, 10F, 10G, 10H, and 10I**.

Similarly, for Project Area 2, hydraulically connecting the swale south of Founder's Park Soccer Fields across US-1 sufficiently meets LOS requirements and allows for potential infiltration across the vacant lot to be discharged to. Additional information on cost estimates for Project Area 2 are displayed in Tables **15A and 15B** with aerial schematics on Figures **11, 11A, 11B, 11C, 11D, 11E, 11F, 11G, 11H, and 11I**.

d. At least one event larger than the 25-year rainfall event, with a list of possible solutions for addressing this event.

As mentioned, the basin maximum stages are primarily a result of sea level rise determined by the boundary condition rather than the rainfall event's intensity. Project Areas 1, 2, 3, 4, and 5 were assessed for the 2025, and 2040, 100-yr 24-hr events in addition to the 25-year and lesser rainfall events.

Similarly, to part C, the solutions for Project Areas 1 and 2 sufficiently address roadway LOS requirements up to the 2040 100-yr 24-hr event using the King Tides projection. For project areas impacted by sea level rise, alternative solutions such as raising roadway elevations and pumping solutions are required for scenarios beyond 2040.

e. Ensuring that flood hazards from the 10-year and the 25-year events are not increased by future development (the 2-year storm is also recommended).

Land use for future development is currently incorporated within existing conditions based on the existing land use database. Proposed projects in Project Areas 1 and 2 were determined to not increase flood hazards for existing and future development as maximum stages for the respective project basins were decreased or maintained for all 10-year and 25-year storm events along with the 2-year storm (denoted by mean annual 24-hour storm in resulting tables and figures).

Proposed projects in Project Areas 3 and 5 resulted in no noticeable differences in maximum stages due to potential backflow from their respective outfalls. Project Area 4 resulted in increased maximum stages also due to backflow from increased flow capacity. Therefore, the

hydraulic components of these three projects are not recommended. However, raising low-lying roadway elevations and future pumping solutions are recommended as potential alternatives to be assessed for future implementation.

Engineer's Estimate of Construction Costs

The combined estimated cost of construction for the projects within the Project Areas would be approximately \$1,412,397.64 and \$117,526.84 respectively for Project Areas 1B, and 2A (**Table 14B** and **Table 15A**), including the base cost of property acquisition. These totals do not include costs associated with addressing utility adjustments/conflicts. Totals for property acquisition assume base market value for the pond parcels for project 1 (referenced from the Monroe County property appraiser). In summary, the proposed improvements for the two greatest value projects include the following:

- ▶ Two proposed wet detention facilities for Project 1B, joined by proposed FDOT Type C inlets with elliptical pipe connections, ultimately discharging to a perforated Type C inlet bubble up structure, discharging via overland flow across a vacant parcel towards the coast.
- ▶ One proposed Type C inlet for Project 2A connecting across US-1 to a proposed mitered end section, discharging via overland flow across a vacant parcel towards the coast.

Though additional pipe connections as displayed in project 1C, 1D, and 2A resulted in significantly greater flood reductions for these two projects locations, the additional associated costs may or may not be practical as displayed in **Tables 14C, 14D** (10 pipe connections for project 1), and **15B** (20 pipe connections for project 2). Accordingly, it would be critical for the Village to work with the designers to achieve the most economical solution based on a cost/benefit analysis tailored to the goals of the village. A summary of the project estimates is shown below in **Table 14**.

Table. 14. Summary of Engineer's Opinion of Construction Cost

Project	Summary of project	Total Costs	Ranking w/ lowest number corresponding to most desired)
Project 1A	Includes 2 wet detention facilities connected, discharging to a bubble-up structure and a proposed FDOT type C inlet discharging across RV park through Nautical Way	\$1,727,041.65	3
Project 1B *	Includes 2 wet detention facilities connected, discharging to a bubble-up structure	\$1,445,122.14	1
Project 1C	Includes 2 wet detention facilities connected, discharging to a bubble-up structure and a proposed FDOT type C inlet discharging across RV park through Nautical Way with 10 times the pipe connections	\$6,700,936.91	4
Project 1D *	Includes 2 wet detention facilities connected, discharging to a bubble-up structure with 10 times the pipe connections	\$3,388,400.82	2
Project 2A	Includes a Type C inlet discharging across US-1 south of Founder's Park Soccer Fields	\$127,499.87	1
Project 2B	Includes a Type C inlet discharging across US-1 south of Founder's Park Soccer Fields with 20 time the number of pipe connections	\$2,392,317.92	2

**Indicates a project that was determined to be a more cost-effective alternative that was not modeled as the removed link provided insignificant flows for the 2025 and 2040 scenarios*

Proposed pump station costs for Project Areas 3, 4, 5, and the 6 series would require a material take-off based on existing supplier quotes on major equipment such as pumps, drivers, switchgear, instrumentation, labor costs, etc. An approximate cost for a pump station would be \$1500 per horsepower (HP) based on *E. Shahsi Menon's in Transmission Pipeline Calculations and Simulations Manual, 2015*. This approximation would account for all material, labor, and equipment costs based on historical data.

Table. 14A. Engineer's Opinion of Construction Cost for Project 1A.

Line	Unit	Price	Quantity	Total Cost
Excavation	CY	\$12.08	2610	\$31,528.80
Grading	CY	\$2.41	500	\$1,205.00
Compaction	CCY	\$2.52	625	\$1,575.00
Hauling	LCY	\$6.30	2813	\$17,721.90
Silt Fence Installation	LF	\$2.36	2624	\$6,192.64
Silt Fence Maintenance	LF	\$0.24	2624	\$629.76
Soil Tracking Prevention Device	EA	\$4,680.51	1	\$4,680.51
NPDES Fee	EA	\$250.00	1	\$250.00
Clear and Grub Area	AC	\$4,743.20	0.89	\$4,221.45
Sod	SY	\$4.40	4327	\$19,038.80
Water Truck	HR	\$75.80	10	\$758.00
19" x 32" RCP	LF	\$213.94	822	\$175,858.68
Bedding Stone	CY	\$172.17	41	\$7,058.97
Geotextile Fabric	SY	\$2.37	487	\$1,151.76
FDOT Type C Inlet	EA	\$7,446.29	5	\$37,231.45
Mitered End Section	EA	\$4,444.63	1	\$4,444.63
Roadway Demolition	SY	\$4.47	219	\$978.93
Roadway Base	SY	\$21.41	219	\$4,688.79
Asphalt Pavement	TN	\$147.90	2.7	\$399.33
Stabilized Subgrade	SY	\$7.44	219	\$1,629.36
Subtotal				\$321,243.75
Easement Area	SF	\$3.00	3200	\$9,600.00
Property and Parcel 00413900-000000	EA	\$28,933.00	1	\$28,933.00
Property and Parcel 00413890-000000	EA	\$32,026.00	1	\$32,026.00
Property and Parcel 00413880-000000	EA	\$34,832.00	1	\$34,832.00
Property and Parcel 00413870-000000	EA	\$29,575.00	1	\$29,575.00
Property and Parcel 00413320-000000	EA	\$128,345.00	1	\$128,345.00
Property and Parcel 00413330-000000	EA	\$120,331.00	1	\$120,331.00
Property and Parcel 00413340-000000	EA	\$115,121.00	1	\$115,121.00
Property and Parcel 00413350-000000	EA	\$108,356.00	1	\$108,356.00
Property and Parcel 00413360-000000	EA	\$214,958.00	1	\$214,958.00
Maintenance of Traffic	EA	\$7,500.00	1	\$7,500.00
Mobilization and Demobilization	EA	\$32,117.34	1	\$32,117.34
Construction Surveys	EA	\$32,117.34	1	\$32,117.34
Design and Permitting	EA	\$64,234.68	1	\$64,234.68
Total cost plus 35% Contingency				\$1,727,041.65

Table. 14B. Engineer's Opinion of Construction Cost for Project 1B.

Line	Unit	Price	Quantity	Total Cost
Excavation	CY	\$12.08	2610	\$31,528.80
Grading	CY	\$2.41	500	\$1,205.00
Compaction	CCY	\$2.52	625	\$1,575.00
Hauling	LCY	\$6.30	2813	\$17,721.90
Silt Fence Installation	LF	\$2.36	2624	\$6,192.64
Silt Fence Maintenance	LF	\$0.24	2624	\$629.76
Soil Tracking Prevention Device	EA	\$4,680.51	1	\$4,680.51
NPDES Fee	EA	\$250.00	1	\$250.00
Clear and Grub Area	AC	\$4,743.20	0.89	\$4,221.45
Sod	SY	\$4.40	4327	\$19,038.80
Water Truck	HR	\$75.80	10	\$758.00
19" x 32" RCP	LF	\$213.94	822	\$175,858.68
Bedding Stone	CY	\$172.17	41	\$7,058.97
Geotextile Fabric	SY	\$2.37	487	\$1,151.76
FDOT Type C Inlet	EA	\$7,446.29	5	\$37,231.45
Mitered End Section	EA	\$4,444.63	1	\$4,444.63
Roadway Demolition	SY	\$4.47	219	\$978.93
Roadway Base	SY	\$21.41	219	\$4,688.79
Asphalt Pavement	TN	\$147.90	2.7	\$399.33
Stabilized Subgrade	SY	\$7.44	219	\$1,629.36
Subtotal				\$321,243.75
Easement Area	SF	\$3.00	3200	\$9,600.00
Property and Parcel 00413900-000000	EA	\$28,933.00	1	\$28,933.00
Property and Parcel 00413890-000000	EA	\$32,026.00	1	\$32,026.00
Property and Parcel 00413880-000000	EA	\$34,832.00	1	\$34,832.00
Property and Parcel 00413870-000000	EA	\$29,575.00	1	\$29,575.00
Property and Parcel 00413320-000000	EA	\$128,345.00	1	\$128,345.00
Property and Parcel 00413330-000000	EA	\$120,331.00	1	\$120,331.00
Property and Parcel 00413340-000000	EA	\$115,121.00	1	\$115,121.00
Property and Parcel 00413350-000000	EA	\$108,356.00	1	\$108,356.00
Property and Parcel 00413360-000000	EA	\$214,958.00	1	\$214,958.00
Maintenance of Traffic	EA	\$7,500.00	1	\$7,500.00
Mobilization and Demobilization	EA	\$32,117.34	1	\$32,117.34
Construction Surveys	EA	\$32,117.34	1	\$32,117.34
Design and Permitting	EA	\$64,234.68	1	\$64,234.68
Total cost plus 35% Contingency				\$1,445,122.14

Table. 14C. Engineer's Opinion of Construction Cost for Project 1C.

Line	Unit	Price	Quantity	Total Cost
Excavation	CY	\$12.08	63943	\$772,431.44
Grading	CY	\$2.41	47039	\$113,363.99
Compaction	CCY	\$2.52	58799	\$148,173.48
Hauling	LCY	\$6.30	22539	\$141,995.70
Silt Fence Installation	LF	\$2.36	17420	\$41,111.20
Silt Fence Maintenance	LF	\$0.24	17420	\$4,180.80
Soil Tracking Prevention Device	EA	\$4,680.51	1	\$4,680.51
NPDES Fee	EA	\$250.00	1	\$250.00
Clear and Grub Area	AC	\$4,743.20	1.32	\$6,261.02
Sod	SY	\$4.40	6367	\$28,014.80
Water Truck	HR	\$75.80	10	\$758.00
19" x 32" RCP	LF	\$213.94	8220	\$1,758,586.80
Bedding Stone	CY	\$172.17	406	\$69,901.02
Geotextile Fabric	SY	\$2.37	4871	\$11,519.92
FDOT Type C Inlet	EA	\$7,446.29	50	\$372,314.50
Mitered End Section	EA	\$4,444.63	10	\$44,446.30
Roadway Demolition	SY	\$4.47	2186	\$9,771.42
Roadway Base	SY	\$21.41	2186	\$46,802.26
Asphalt Pavement	TN	\$147.90	27.3	\$4,037.67
Stabilized Subgrade	SY	\$7.44	2186	\$16,263.84
Subtotal				\$3,594,864.67
Easement Area	SF	\$3.00	3200	\$9,600.00
Property and Parcel 00413900-000000	EA	\$28,933.00	1	\$28,933.00
Property and Parcel 00413890-000000	EA	\$32,026.00	1	\$32,026.00
Property and Parcel 00413880-000000	EA	\$34,832.00	1	\$34,832.00
Property and Parcel 00413870-000000	EA	\$29,575.00	1	\$29,575.00
Property and Parcel 00413320-000000	EA	\$128,345.00	1	\$128,345.00
Property and Parcel 00413330-000000	EA	\$120,331.00	1	\$120,331.00
Property and Parcel 00413340-000000	EA	\$115,121.00	1	\$115,121.00
Property and Parcel 00413350-000000	EA	\$108,356.00	1	\$108,356.00
Property and Parcel 00413360-000000	EA	\$214,958.00	1	\$214,958.00
Maintenance of Traffic	EA	\$7,500.00	1	\$7,500.00
Mobilization and Demobilization	EA	\$179,738.43	1	\$179,738.43
Construction Surveys	EA	\$179,738.43	1	\$179,738.43
Design and Permitting	EA	\$179,738.43	1	\$179,738.43
Total cost plus 35% Contingency				\$6,700,936.91

Table. 14D. Engineer's Opinion of Construction Cost for Project 1D.

Line	Unit	Price	Quantity	Total Cost
Excavation	CY	\$12.08	22335	\$269,806.80
Grading	CY	\$2.41	15484	\$37,316.44
Compaction	CCY	\$2.52	19356	\$48,777.12
Hauling	LCY	\$6.30	9134	\$57,544.20
Silt Fence Installation	LF	\$2.36	6360	\$15,009.60
Silt Fence Maintenance	LF	\$0.24	6360	\$1,526.40
Soil Tracking Prevention Device	EA	\$4,680.51	1	\$4,680.51
NPDES Fee	EA	\$250.00	1	\$250.00
Clear and Grub Area	AC	\$4,743.20	0.88	\$4,174.02
Sod	SY	\$4.40	4241	\$18,660.40
Water Truck	HR	\$75.80	10	\$758.00
19" x 32" RCP	LF	\$213.94	2690	\$575,498.60
Bedding Stone	CY	\$172.17	133	\$22,898.61
Geotextile Fabric	SY	\$2.37	1594	\$3,769.81
FDOT Type C Inlet	EA	\$7,446.29	30	\$223,388.70
Roadway Demolition	SY	\$4.47	1030	\$4,604.10
Roadway Base	SY	\$21.41	1030	\$22,052.30
Asphalt Pavement	TN	\$147.90	12.9	\$1,907.91
Stabilized Subgrade	SY	\$7.44	1030	\$7,663.20
Subtotal				\$1,320,286.72
Property and Parcel 00413900-000000	EA	\$28,933.00	1	\$28,933.00
Property and Parcel 00413890-000000	EA	\$32,026.00	1	\$32,026.00
Property and Parcel 00413880-000000	EA	\$34,832.00	1	\$34,832.00
Property and Parcel 00413870-000000	EA	\$29,575.00	1	\$29,575.00
Property and Parcel 00413320-000000	EA	\$128,345.00	1	\$128,345.00
Property and Parcel 00413330-000000	EA	\$120,331.00	1	\$120,331.00
Property and Parcel 00413340-000000	EA	\$115,121.00	1	\$115,121.00
Property and Parcel 00413350-000000	EA	\$108,356.00	1	\$108,356.00
Property and Parcel 00413360-000000	EA	\$214,958.00	1	\$214,958.00
Maintenance of Traffic	EA	\$7,500.00	1	\$7,500.00
Mobilization and Demobilization	EA	\$105,617.95	1	\$105,617.95
Construction Surveys	EA	\$105,617.95	1	\$105,617.95
Design and Permitting	EA	\$158,426.92	1	\$158,426.92
Total cost plus 35% Contingency				\$3,388,400.82

Table 15A. Engineer's Opinion of Construction Cost for Project 2A.

Line	Unit	Price	Quantity	Total Cost
Excavation	CY	\$12.08	119	\$1,437.52
Grading	CY	\$2.41	92	\$221.72
Compaction	CCY	\$2.52	115	\$289.80
Hauling	LCY	\$6.30	36	\$226.80
Silt Fence Installation	LF	\$2.36	300	\$708.00
Silt Fence Maintenance	LF	\$0.24	300	\$72.00
Soil Tracking Prevention Device	EA	\$4,680.51	1	\$4,680.51
NPDES Fee	EA	\$250.00	1	\$250.00
Clear and Grub Area	AC	\$4,743.20	0.02	\$94.86
Sod	SY	\$4.40	77	\$338.80
Water Truck	HR	\$75.80	10	\$758.00
19" x 32" RCP	LF	\$213.94	150	\$32,091.00
Bedding Stone	CY	\$172.17	7	\$1,205.19
Geotextile Fabric	SY	\$2.37	89	\$210.49
FDOT Type C Inlet	EA	\$7,446.29	1	\$7,446.29
Mitered End Section	EA	\$4,444.63	1	\$4,444.63
Roadway Demolition	SY	\$4.47	67	\$299.49
Roadway Base	SY	\$21.41	67	\$1,434.47
Asphalt Pavement	TN	\$147.90	0.8	\$118.32
Stabilized Subgrade	SY	\$7.44	67	\$498.48
Subtotal				\$56,826.37
Maintenance of Traffic	EA	\$7,500.00	1	\$7,500.00
Mobilization and Demobilization	EA	\$5,682.64	1	\$5,682.64
Construction Surveys	EA	\$9,092.22	1	\$9,092.22
Design and Permitting	EA	\$15,343.12	1	\$15,343.12
Total cost plus 35% Contingency				\$127,499.87

Table 15B. Engineer's Opinion of Construction Cost for Project 2B.

Line	Unit	Price	Quantity	Total Cost
Excavation	CY	\$12.08	45007	\$543,684.56
Grading	CY	\$2.41	34098	\$82,176.18
Compaction	CCY	\$2.52	42623	\$107,409.96
Hauling	LCY	\$6.30	14544	\$91,627.20
Silt Fence Installation	LF	\$2.36	6000	\$14,160.00
Silt Fence Maintenance	LF	\$0.24	6000	\$1,440.00
Soil Tracking Prevention Device	EA	\$4,680.51	1	\$4,680.51
NPDES Fee	EA	\$250.00	1	\$250.00
Clear and Grub Area	AC	\$4,743.20	0.32	\$1,517.82
Sod	SY	\$4.40	1541	\$6,780.40
Water Truck	HR	\$75.80	10	\$758.00
19" x 32" RCP	LF	\$213.94	3000	\$641,820.00
Bedding Stone	CY	\$172.17	148	\$25,481.16
Geotextile Fabric	SY	\$2.37	1778	\$4,204.97
FDOT Type C Inlet	EA	\$7,446.29	1	\$7,446.29
Mitered End Section	EA	\$4,444.63	1	\$4,444.63
Roadway Demolition	SY	\$4.47	674	\$3,012.78
Roadway Base	SY	\$21.41	674	\$14,430.34
Asphalt Pavement	TN	\$147.90	8.4	\$1,242.36
Stabilized Subgrade	SY	\$7.44	674	\$5,014.56
Subtotal				\$1,561,581.72
Maintenance of Traffic	EA	\$7,500.00	1	\$7,500.00
Mobilization and Demobilization	EA	\$78,079.09	1	\$78,079.09
Construction Surveys	EA	\$62,463.27	1	\$62,463.27
Design and Permitting	EA	\$62,463.27	1	\$62,463.27
Total cost plus 35% Contingency				\$2,392,317.92

The implementation of projects in Project Areas 1 and 2 will require installation of new storm sewer and drainage structures, associated excavation and grading, and roadway demolition and repair.

III. Conclusions and Recommendations

This Watershed Management Plan has been developed with the specific intent of improving the Village's participation in the CRS program. That said, the Village is engaged in multiple current and near-term projects that are companion to this effort that will truly assist the Village in prioritizing capital project planning based on specific types of flood risk. These efforts include:

1. Islamorada Vulnerability Assessment (reviewing and analyzing all critical assets)
2. Securing mobile LiDAR elevation data
3. Update of Stormwater Master Plan
4. Road Elevation and Adaptation Planning
5. Project specific adaptation projects (in partnership and individually)

Combined, these efforts can help the Village identify the types of flooding risk that it is vulnerable to, understand the timeframes associated with those risks and help prioritize projects and funding sources to implement projects to address those risks. Some of those projects are identified in this Watershed Management Plan that provide an initial start in that direction. Some of these initiatives are partnerships across the Keys, some are individual to the Village.

Additionally, at key intervals throughout the completion of these projects, the Village should review its policy framework to ensure that appropriate levels of service and design standards are reflective of those project priorities.

When designing infrastructure in the Village, there are two basic concepts: the actual design of a project and the level of service it provides. A couple of examples with the Village's Code and Comprehensive Plan are evident to demonstrate this concept and how this vulnerability assessment can help shape those policies based on its outcomes. The Village's Stormwater Design standards are included within this document and referenced throughout.

In terms of utilizing outcomes from this Watershed Management Plan, relevant to these existing design standards, the Village should consider the following:

1. How will stormwater systems have to manage for different conditions over the next 50 years due to changing rainfall conditions, or in some areas, how will sea level rise impact those operations throughout a rising tailwater condition? A recommendation may be to include a "useful life" threshold to include future conditions related to changing rainfall conditions and a reduced tailwater condition due to sea level rise. Pinellas County has incorporated tailwater conditions into its Code to address this issue.
2. Is the 25-year duration storm event enough for design knowing that we are seeing more frequent higher duration events? In certain parts of the Village, this design standard may not be enough or may be compromised by increased tidal flooding from sea level rise. A recommendation may be to incorporate higher frequency critical duration storm events in more advanced stormwater modeling. To note, the Village is currently undergoing such a modeling process in pursuit of a CRS Watershed Management Plan under a separate grant and in its forthcoming Stormwater Master Plan Update that can help define these parameters. This information could help inform areas of the Village where the stormwater system may be compromised by more frequent, higher volume rain or storm events.

In the Village's 2022 Comprehensive Plan found online, the level of service for drainage is as follows in Policy 4-1.1.2: Islamorada, Village of Islands hereby adopts LOS standards for stormwater management as currently mandated by State agencies, as defined in the Village's adopted Stormwater Management Master Plan as follows:

1. Post development runoff shall not exceed the pre-development runoff rate for a 25-year storm event, up to and including an event with a 24-hour duration;
2. Stormwater treatment and disposal facilities shall be designed to meet the design and performance standards established in F.A.C. Ch. 62-25, § 25.025, with treatment of the runoff from the first one (1) inch of rainfall on-site to meet the water quality standards required by F.A.C. Ch. 62, § 302.500; and
3. Stormwater facilities which directly discharge into 'Outstanding Florida Waters' (OFW) shall provide an additional treatment pursuant to F.A.C. Ch. 62-25.025 (9). Stormwater facilities must be designed so as to not degrade the receiving water body below the minimum conditions necessary to assure the suitability of water for the designated use of its classification as established in F.A.C. Ch. 62-302.

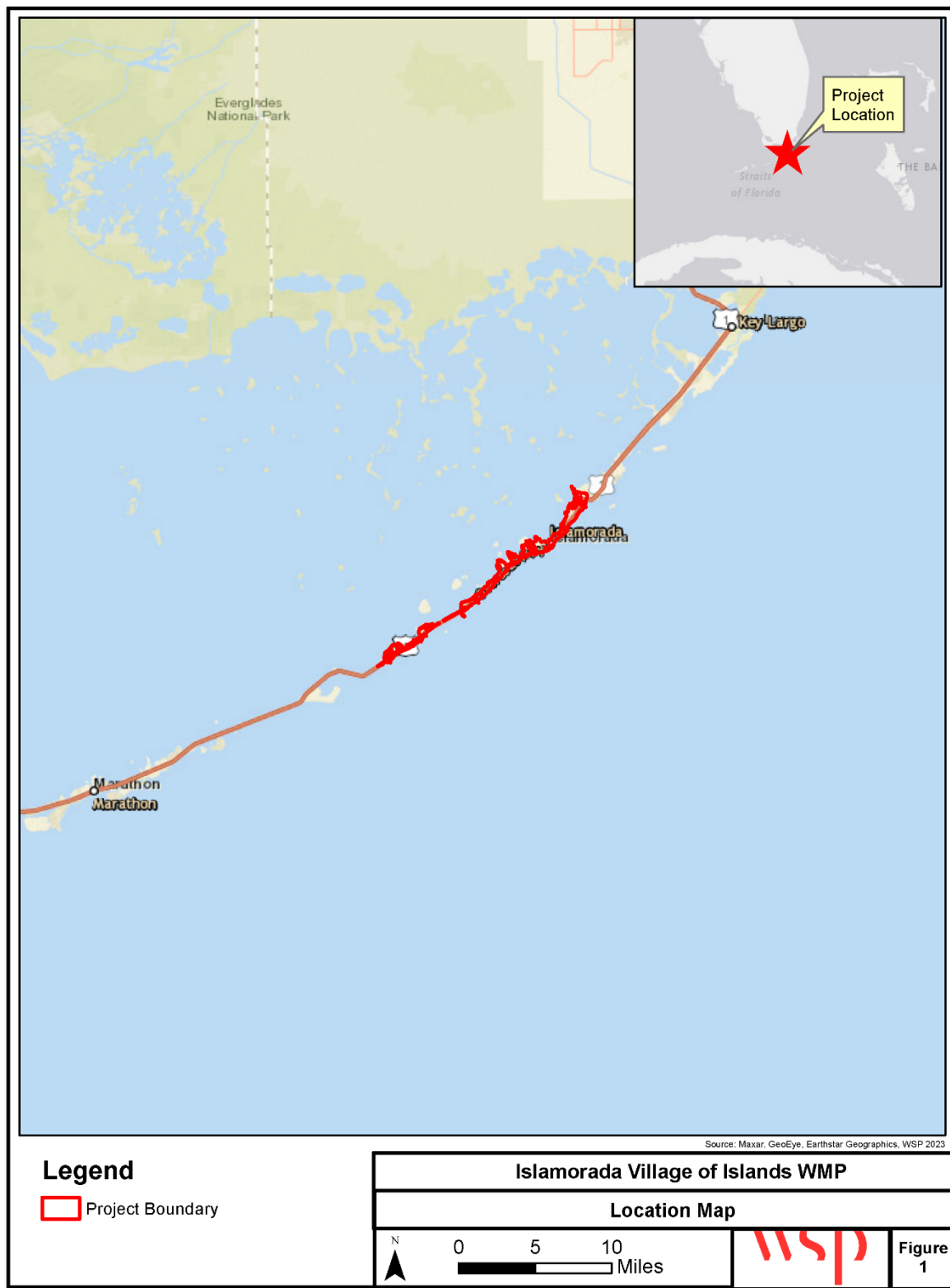
The existing development level of service for a 25-year, 24-hour design storm may be a very low level of service, but since the community is essentially built out, the only opportunities to improve this level of service are going to be through new capital projects or larger redevelopment projects. Future rainfall projections reflect potentially higher volume rainfall events (1.16 times more rainfall in 2040 than present day and 1.21 times more rainfall in 2070). A recommendation may be to re-evaluate these adopted level of service standards in the Comprehensive Plan based upon the information stemming from this Watershed Management Plan and Stormwater Master Plan Update currently underway.

Land use and land development policies generally control how we develop and where. Again, the Village is effectively built out, so the potential to address new development is limited in terms of large scale planned unit developments or larger projects. That said, redevelopment opportunities do exist and there are also implications for affordable housing projects when considering the outputs of the vulnerability assessment.

Overall, because of this Watershed Management Plan, the Village should examine additional policies in relation to increasing flood risk include:

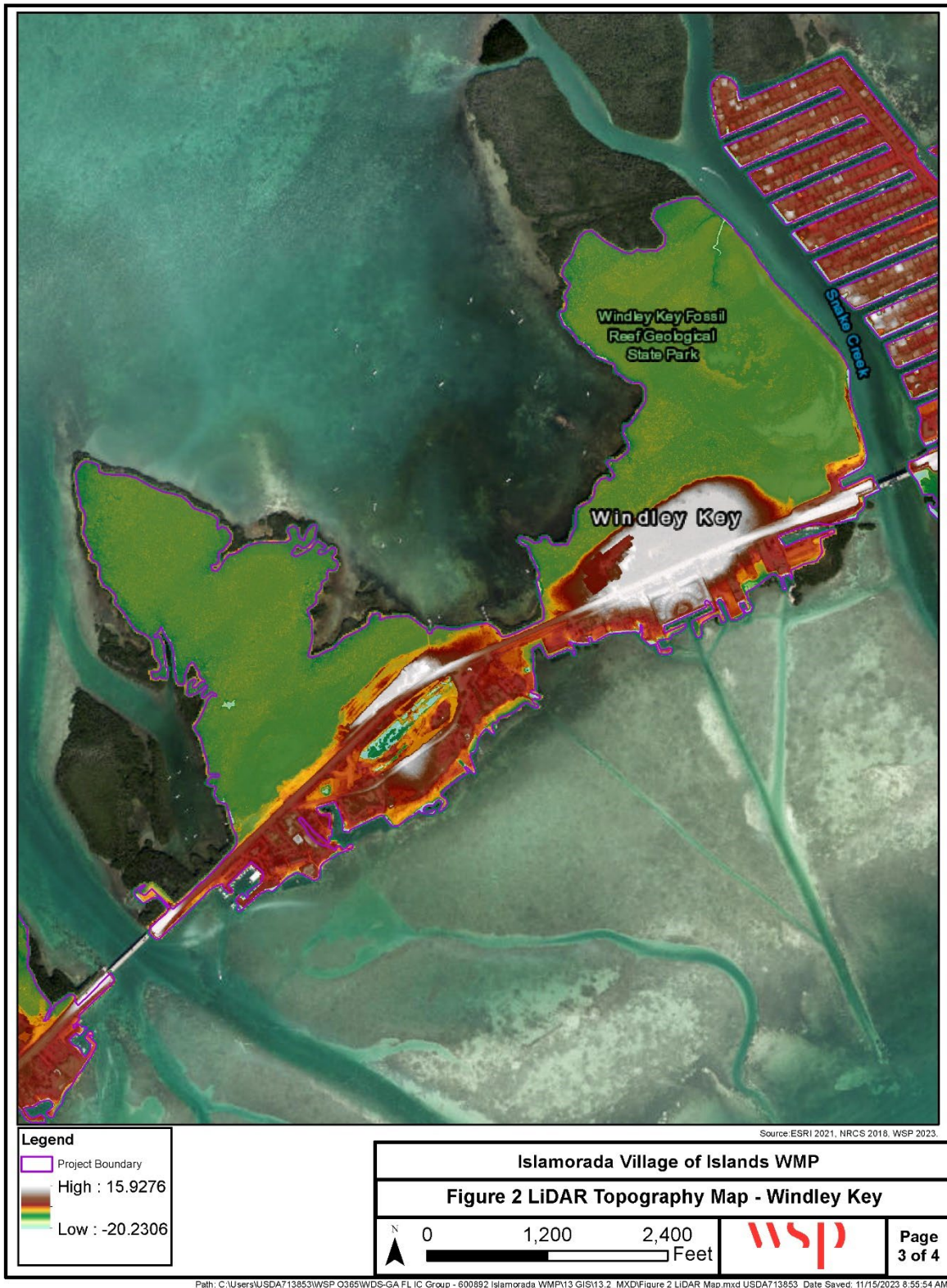
- The Village's Floodplain Management Ordinance in Article 6-III. Key provisions may include enhanced freeboard in certain areas of the Village or for substantial improvements.
- Requiring enhanced pervious surfaces in Landscaping requirements (Division 30-V-6 Landscaping Standards).
- Adopting a shoreline ordinance revision that harmonizes concepts of seawall heights, promoting living or hybrid shorelines in key locations and tying useful life of shoreline improvements to future flood risk. Section 30-1545 Bulkheads, Seawalls or Riprap does not currently address living shorelines or a shoreline structure height.
- Integrating recommended projects from this Watershed Management with outcomes from the Road Elevation and Adaptation Plan as well as the Updated Stormwater Master Plan.

Before projects are implemented, the Village should undertake a review of its Comprehensive Plan and Code so that there are not policy barriers to certain levels of project design and levels of service are clear and achievable based on multiple modes of flood risk.

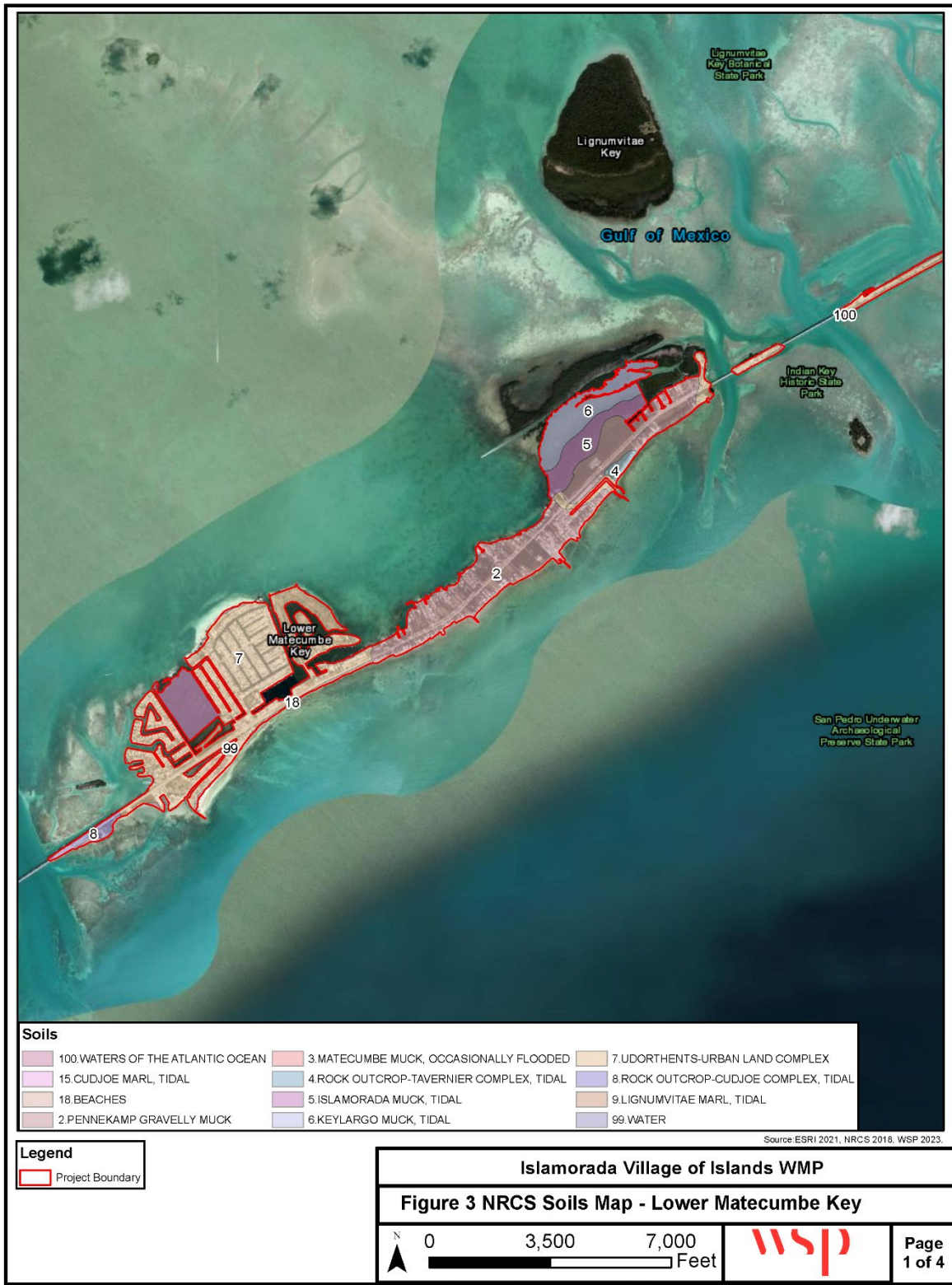


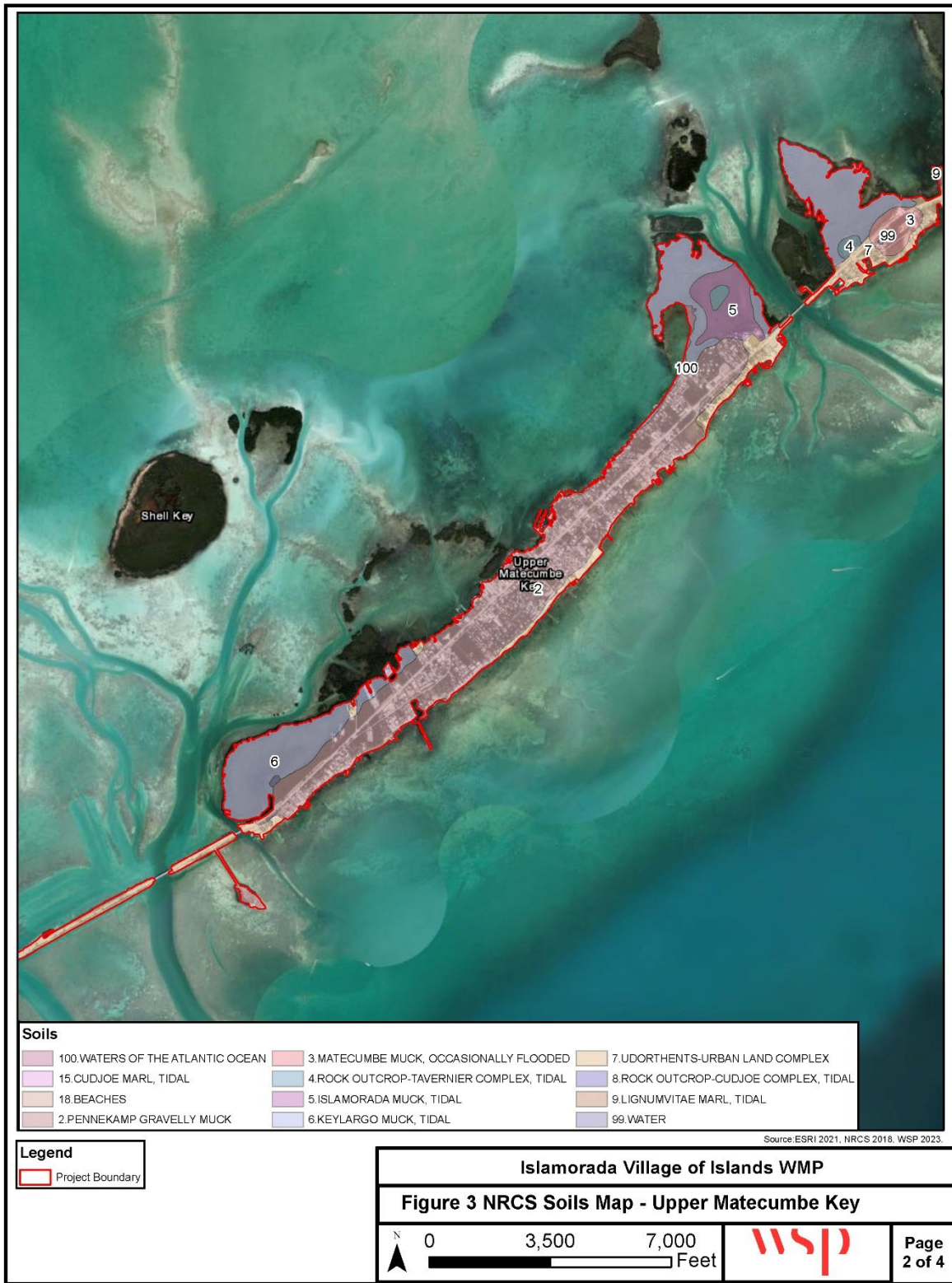


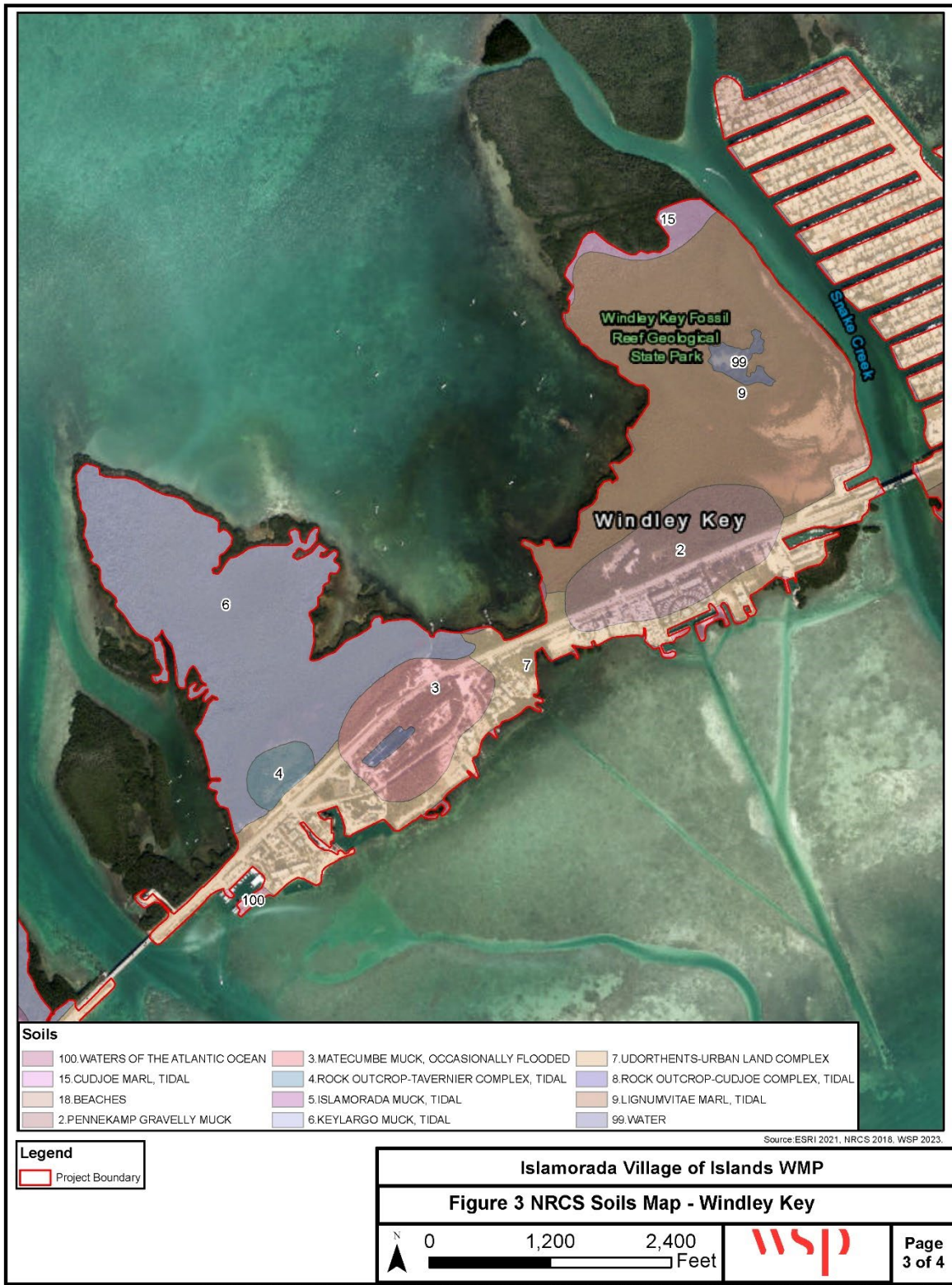


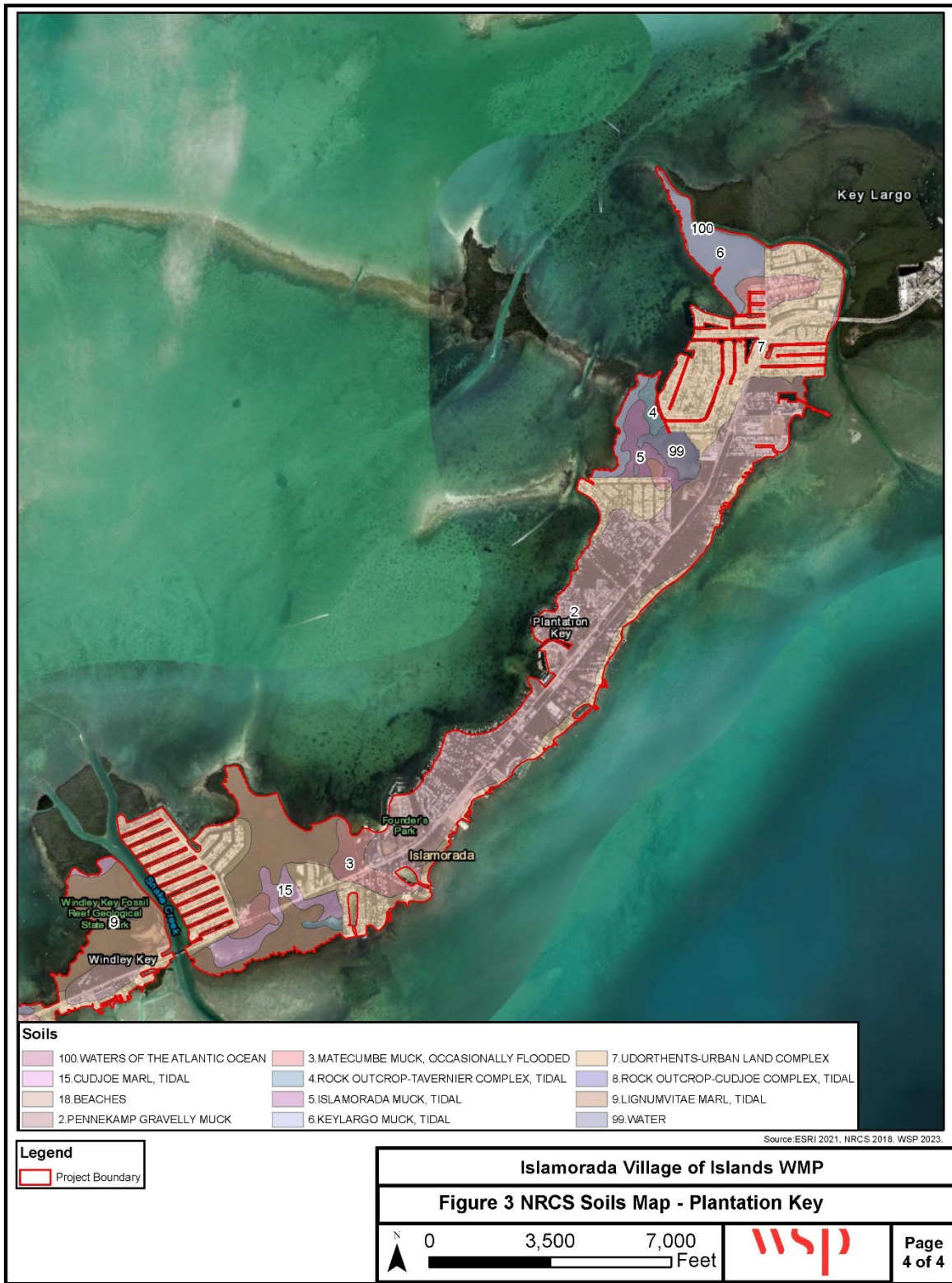




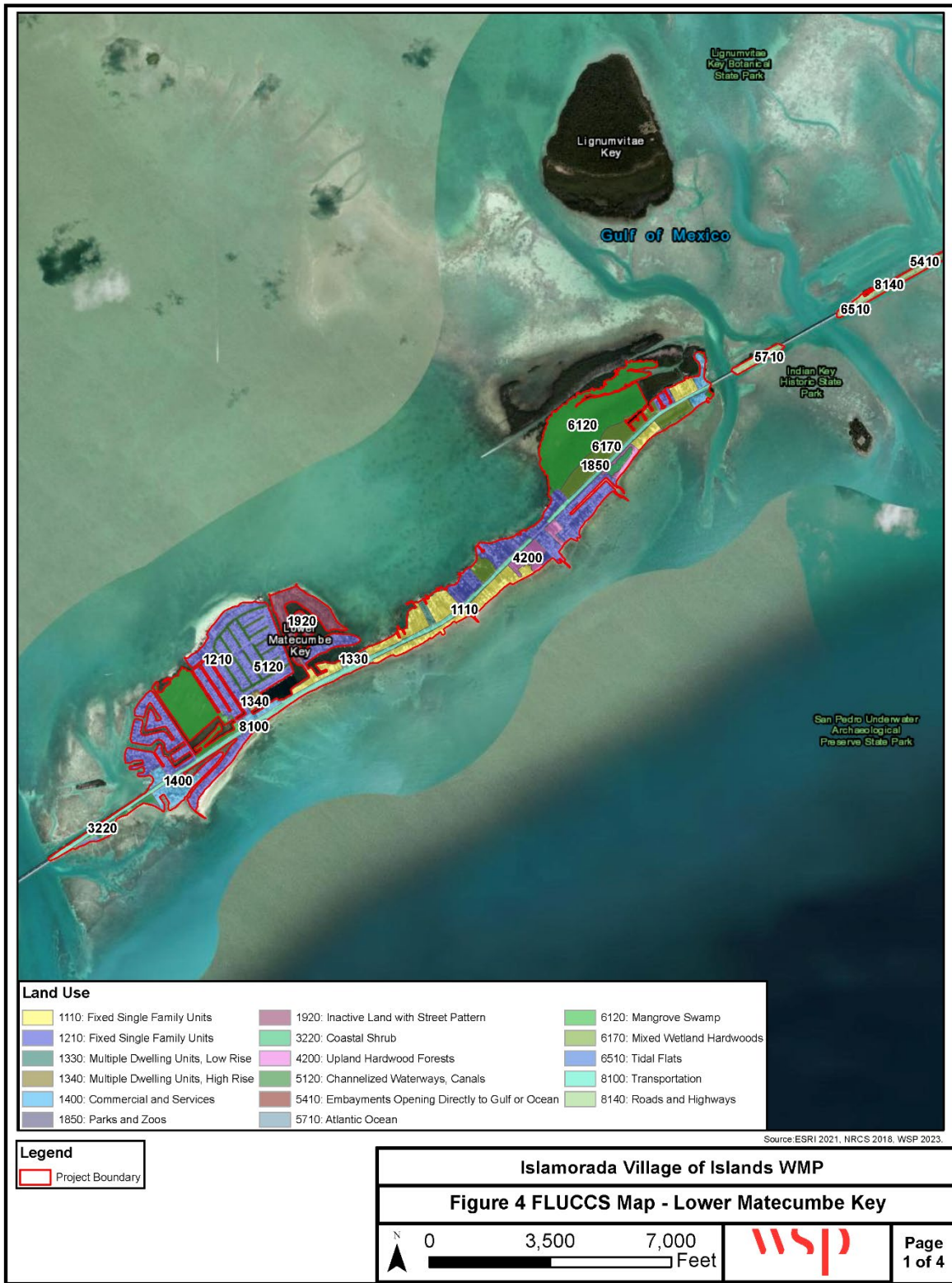


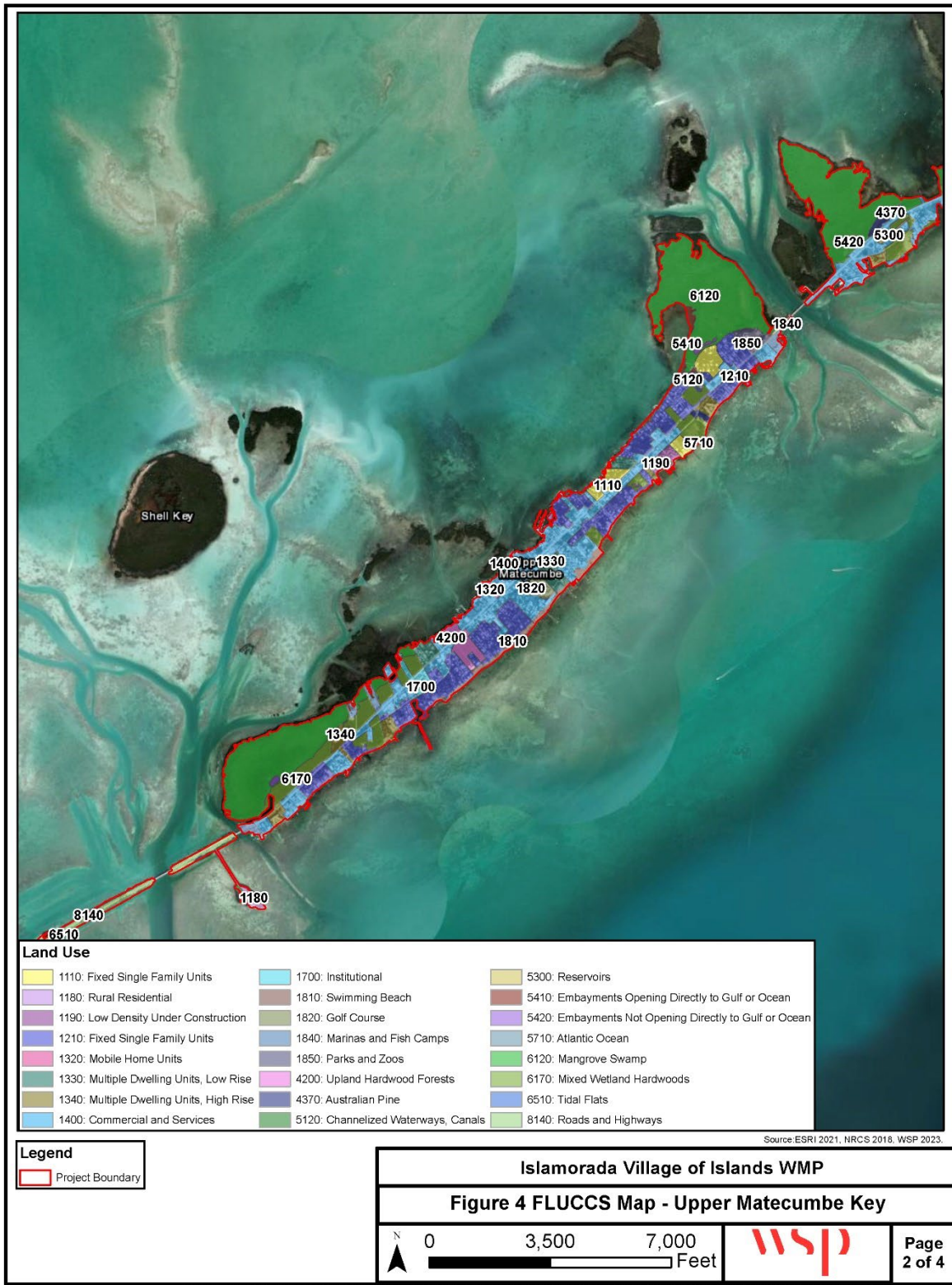


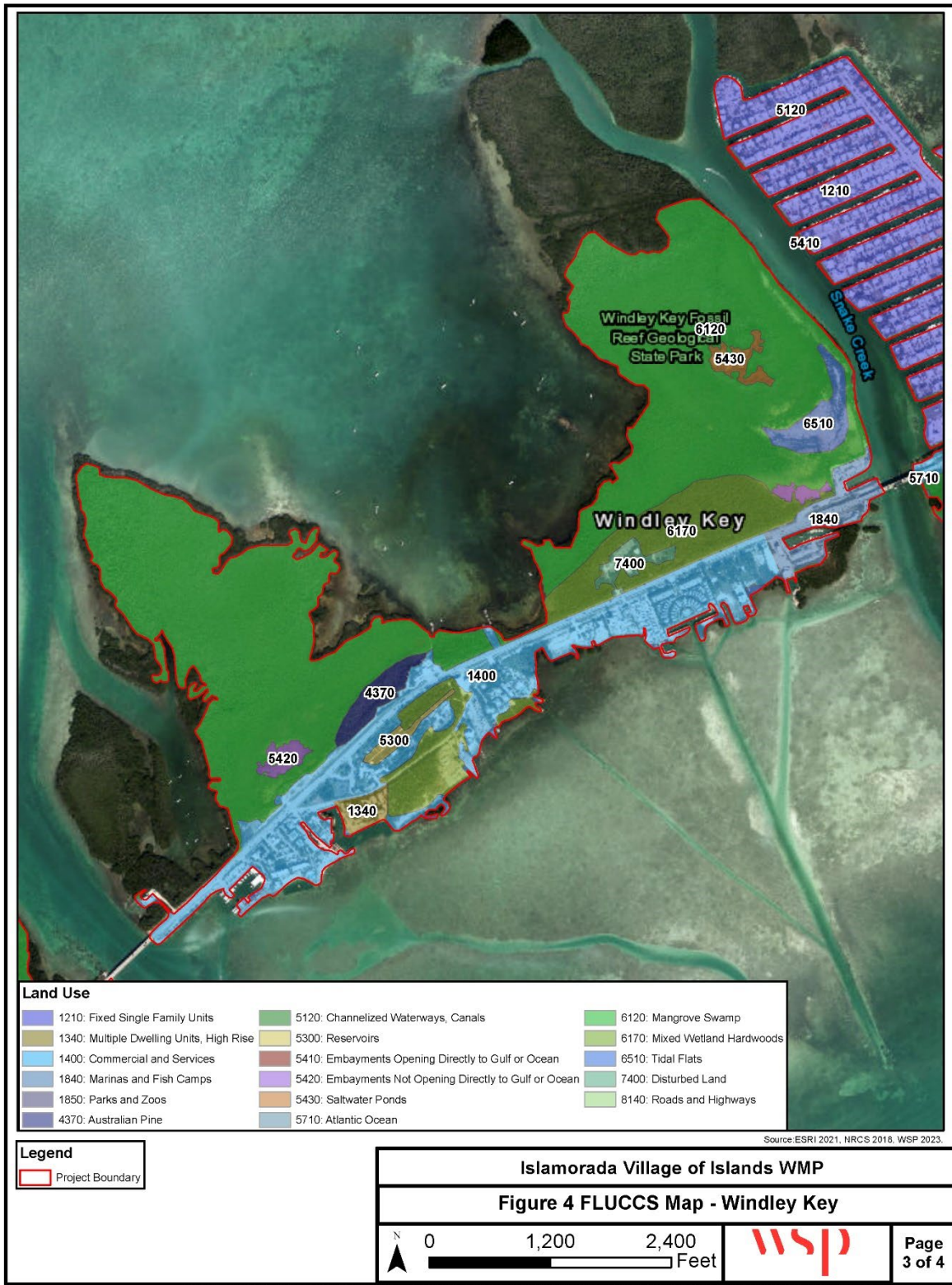


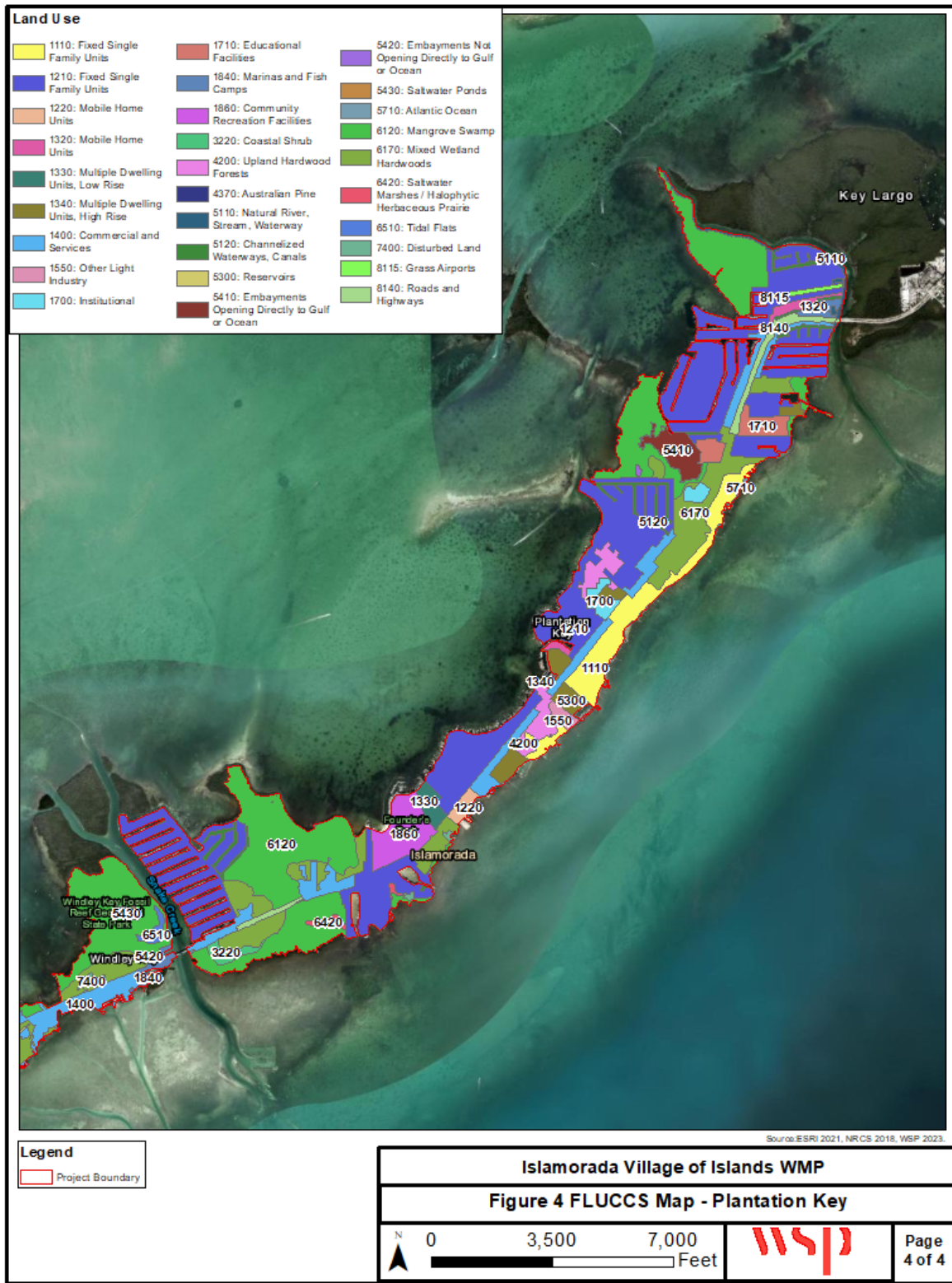


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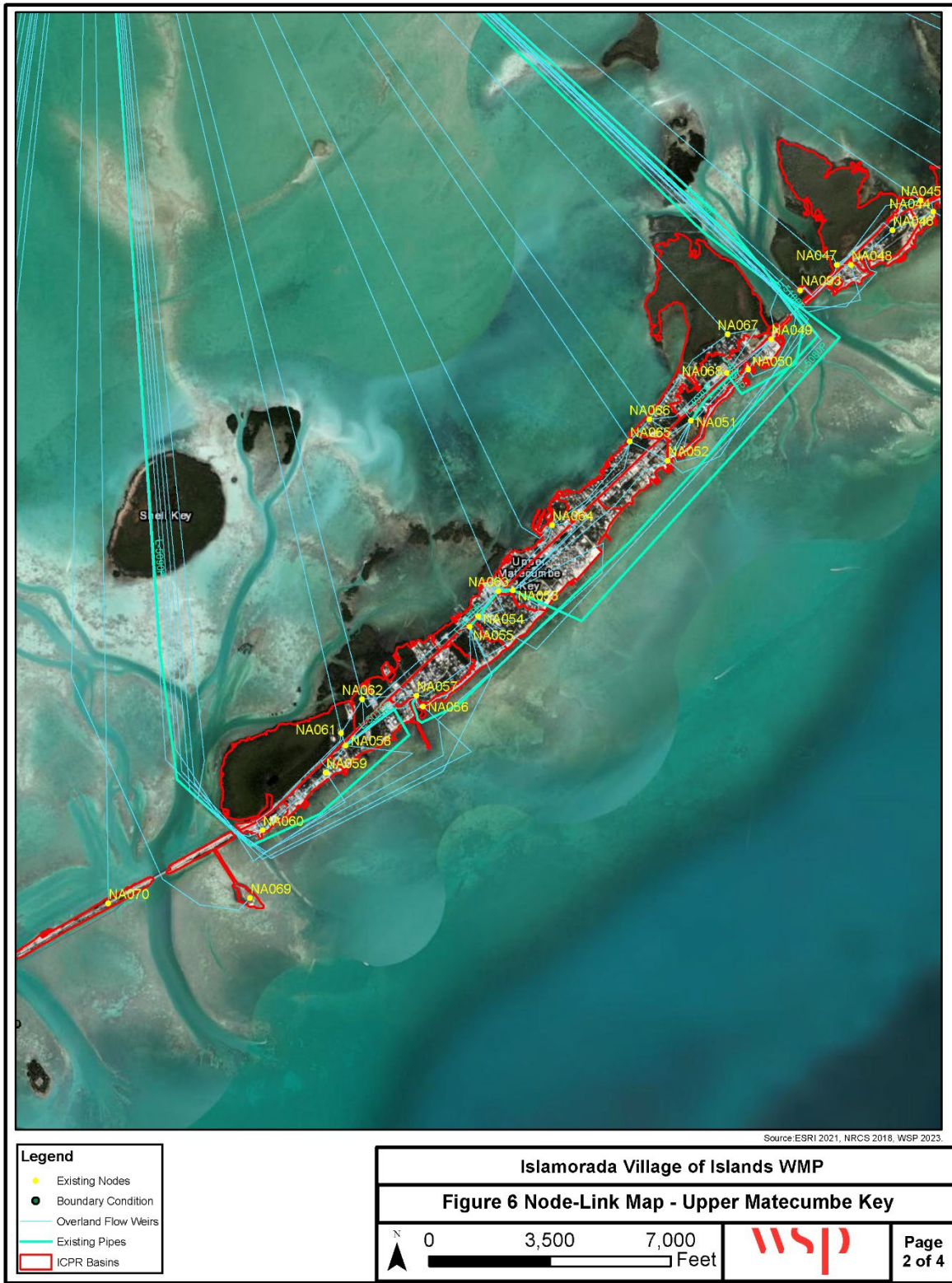












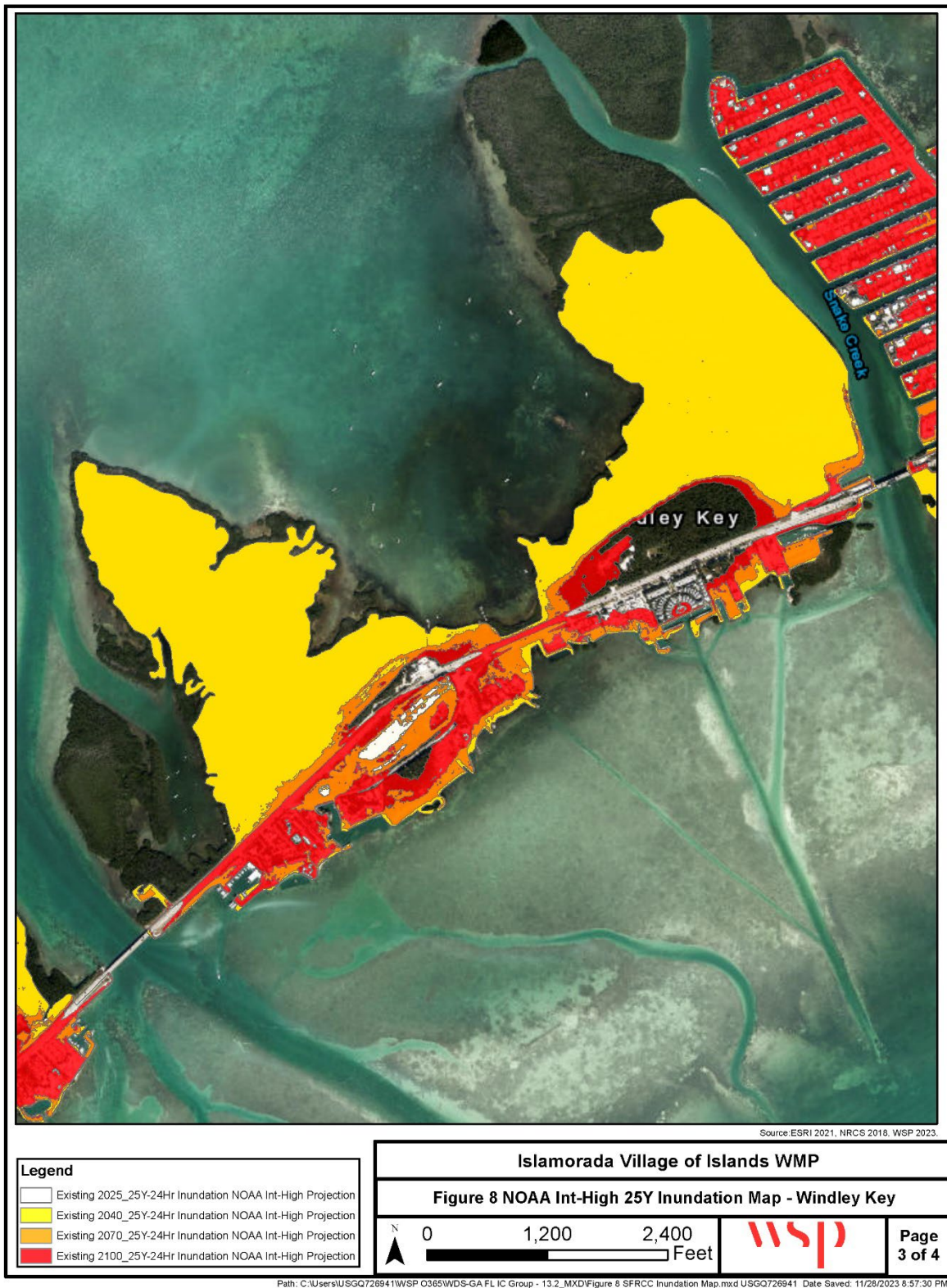


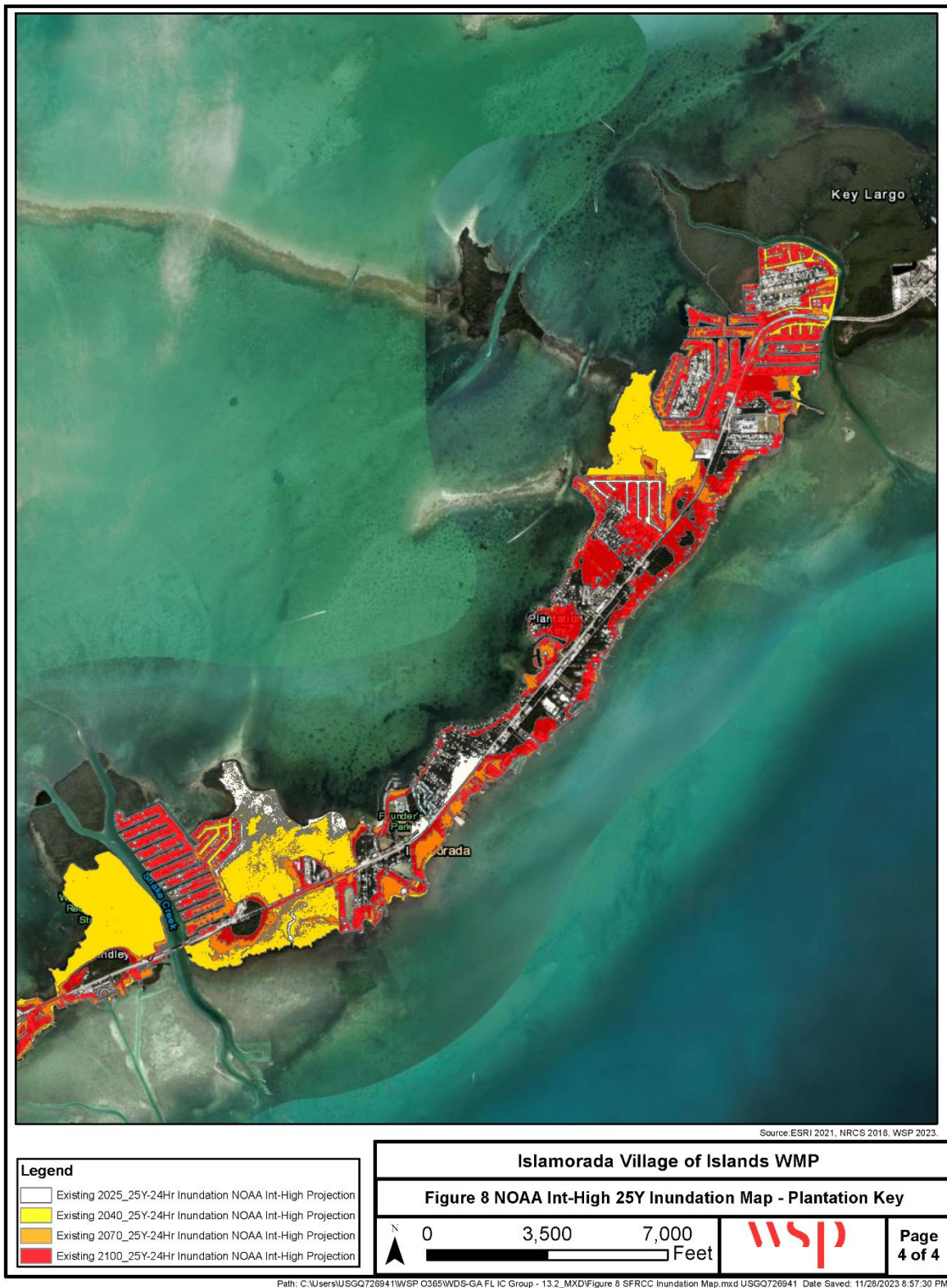
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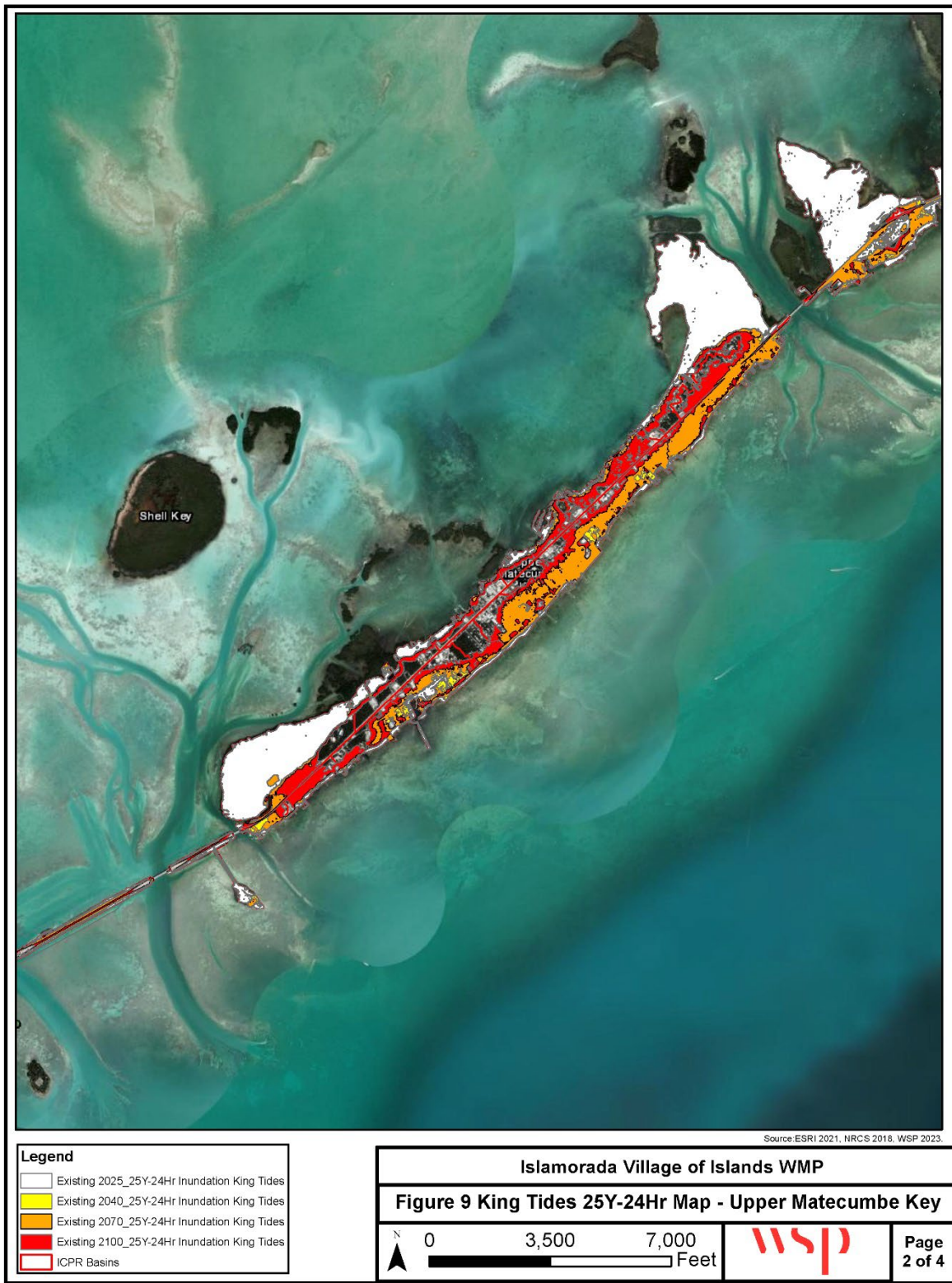


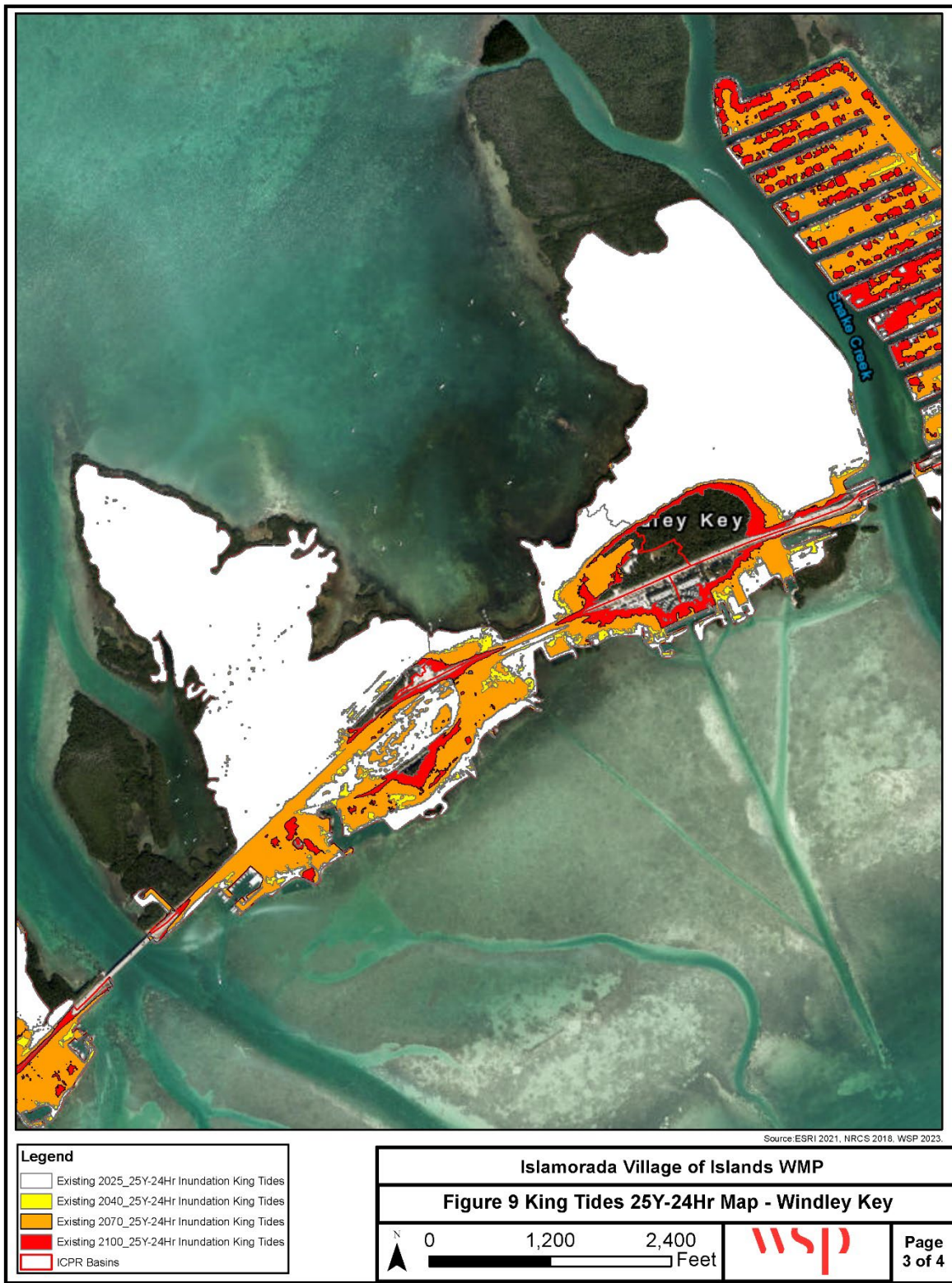




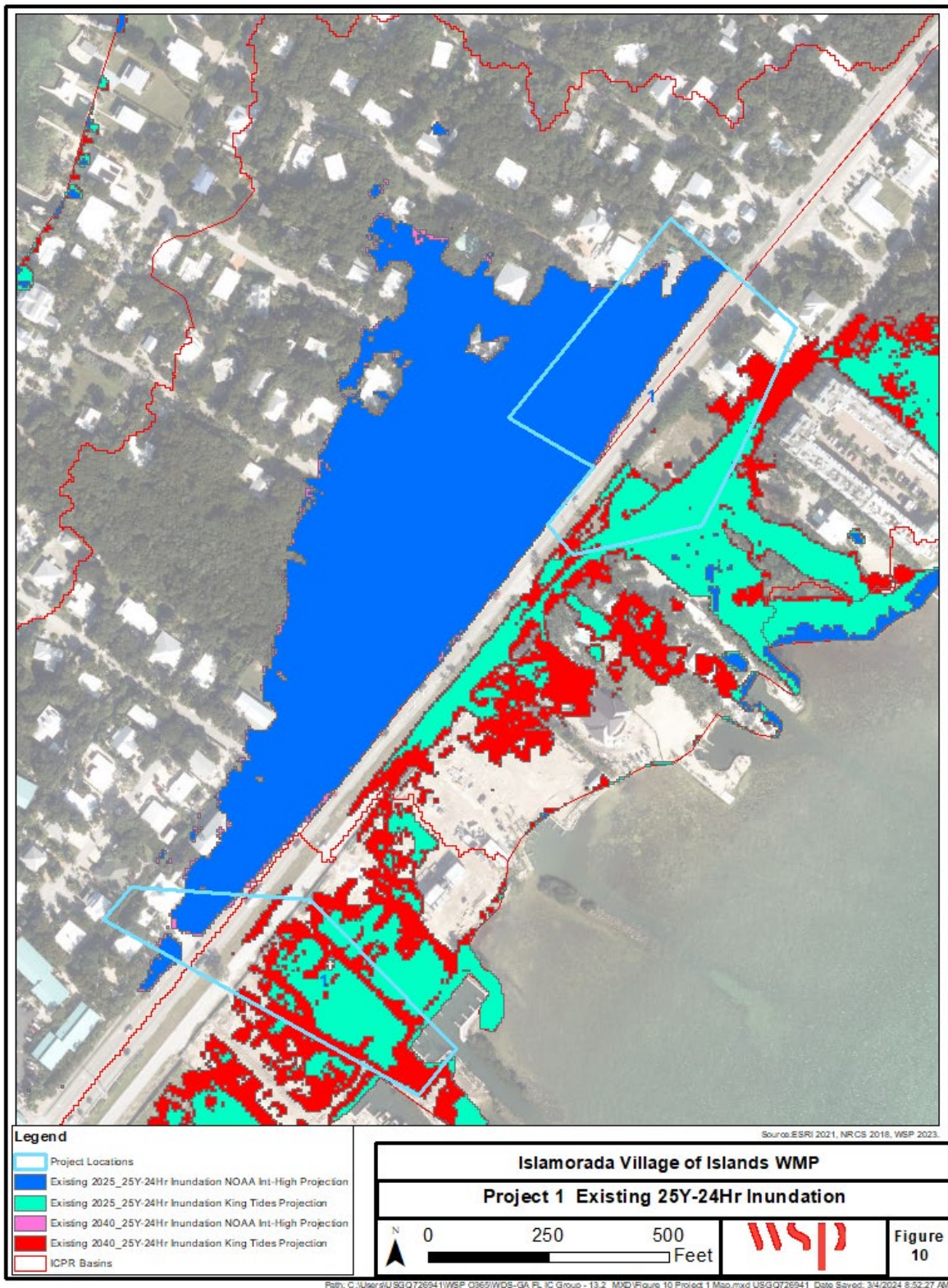


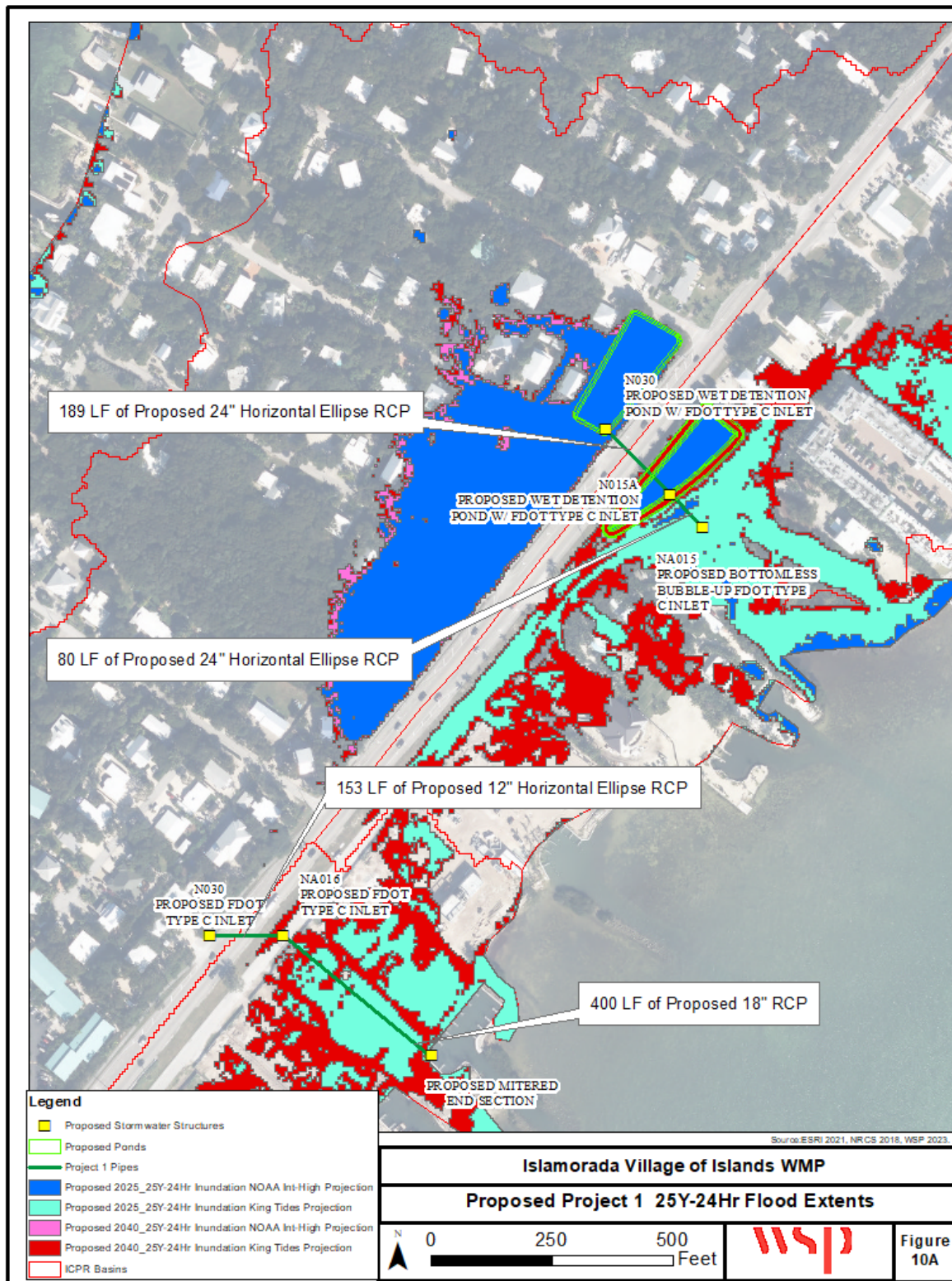




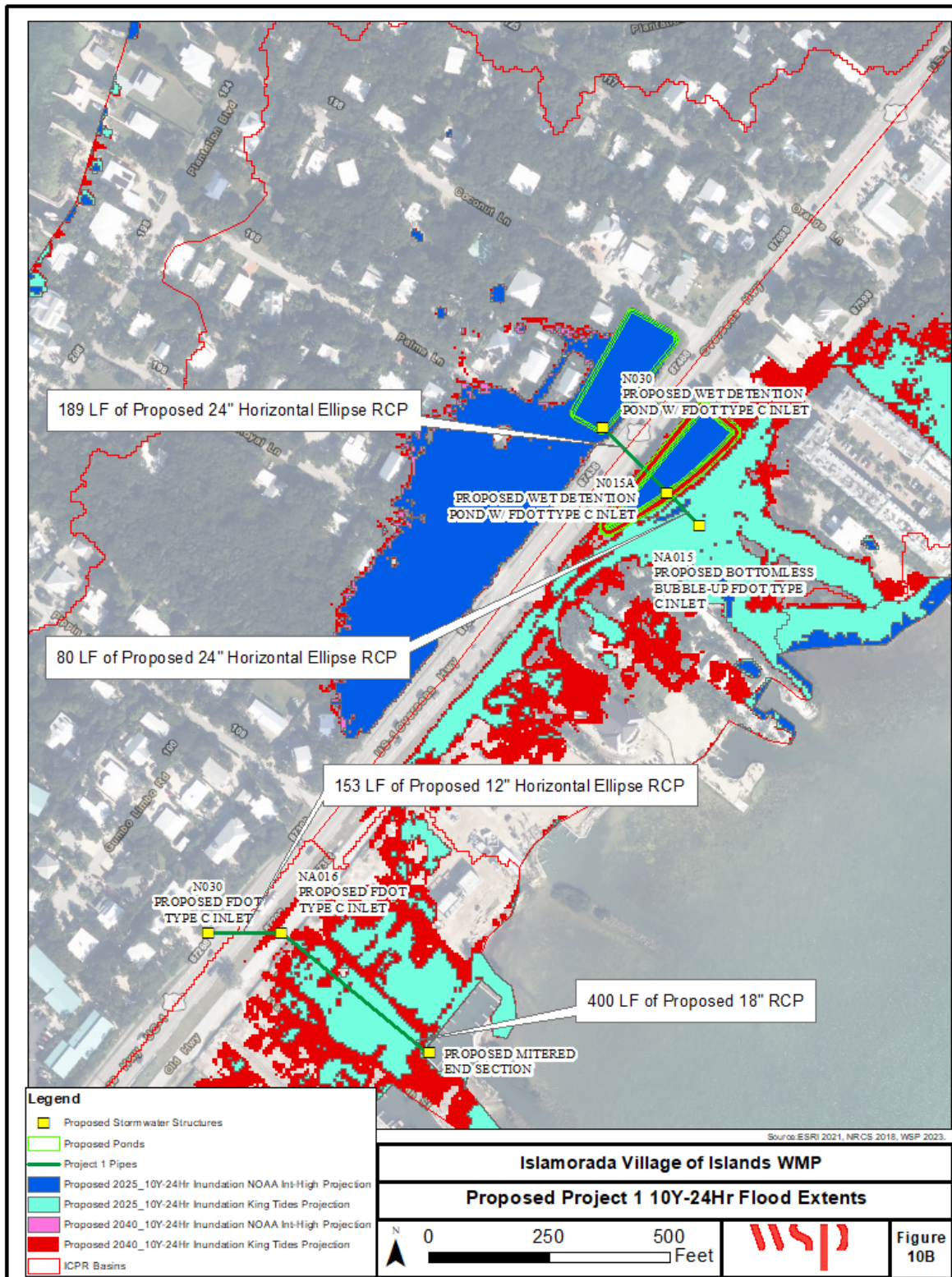




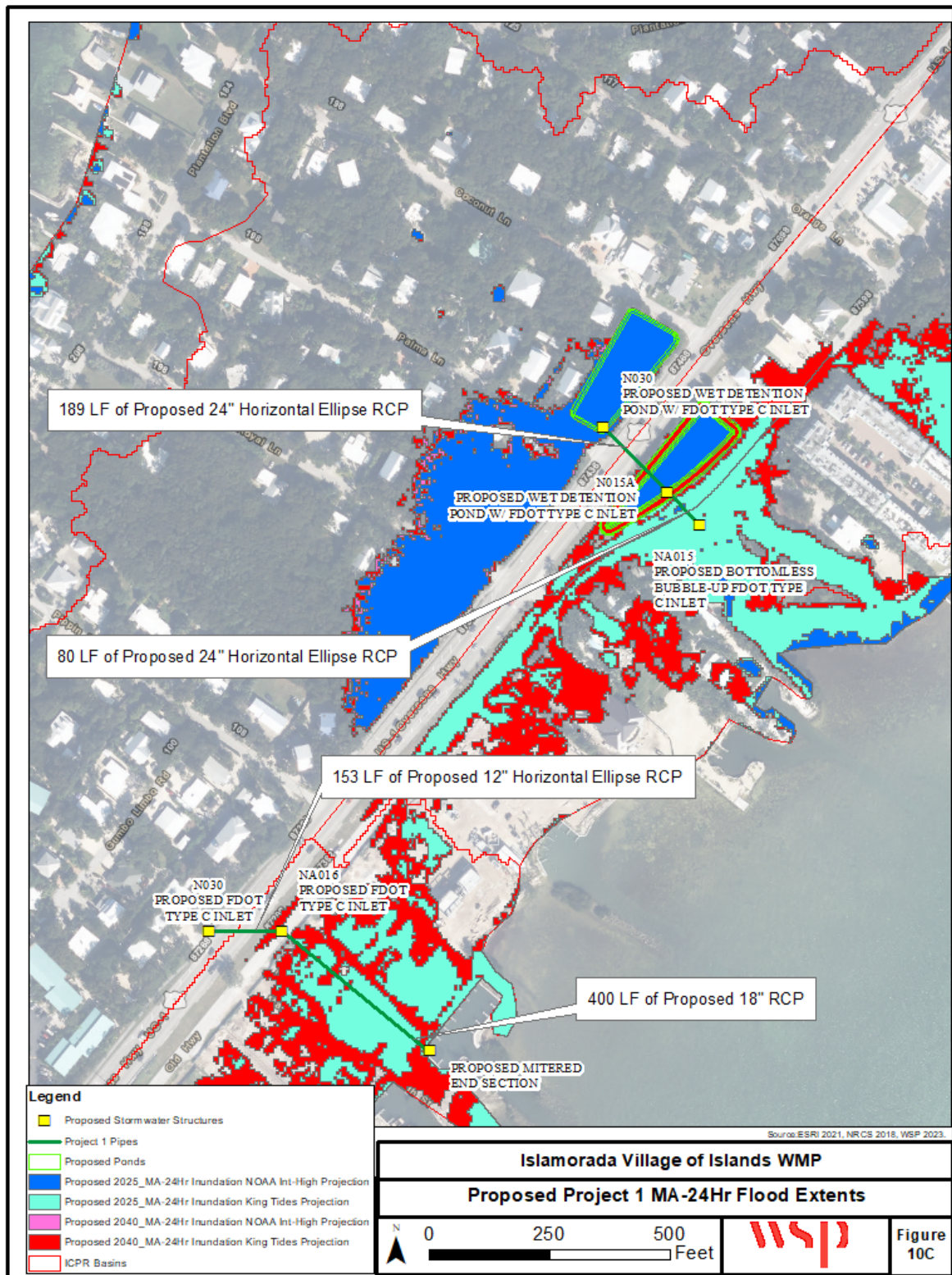


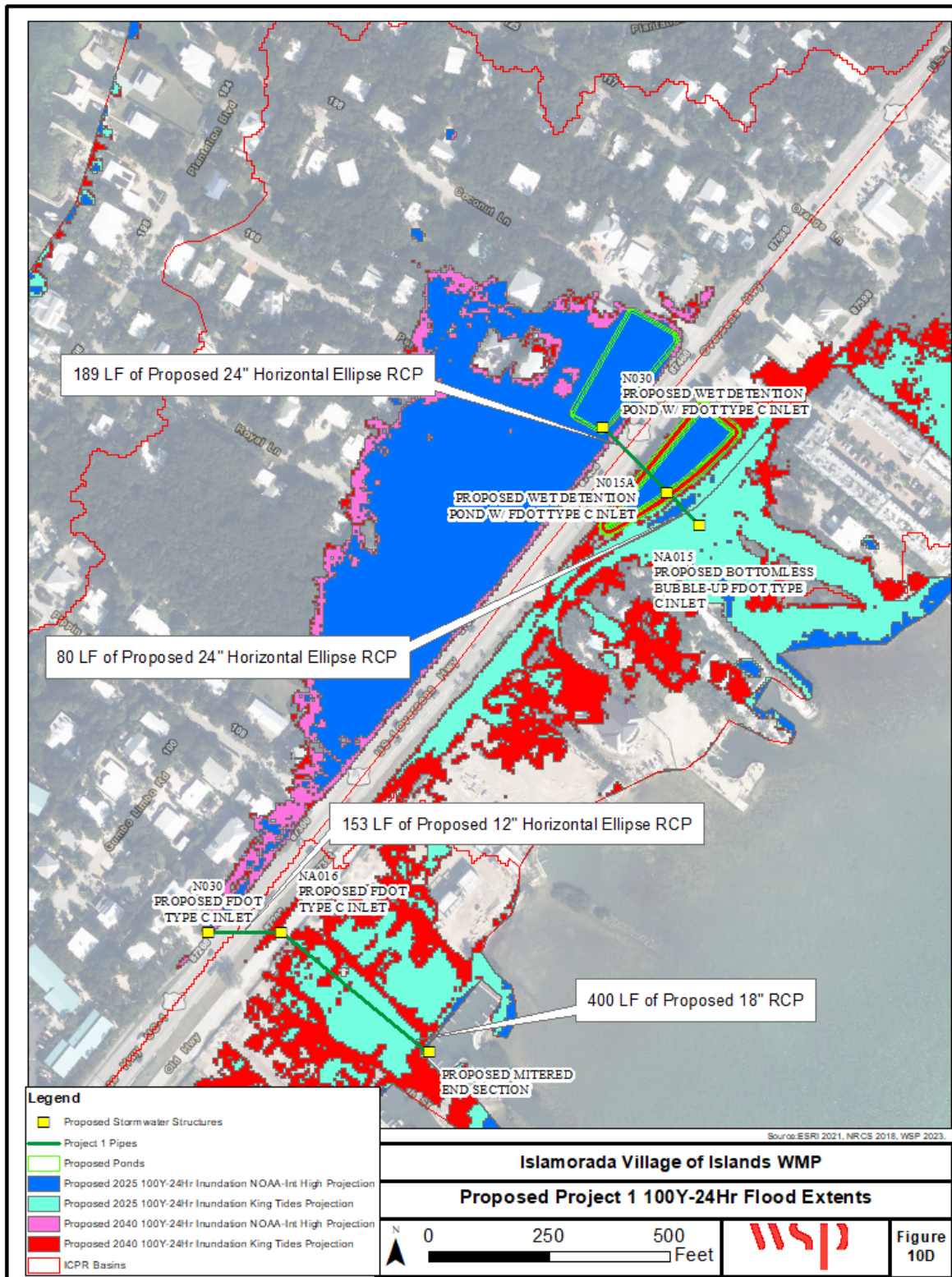


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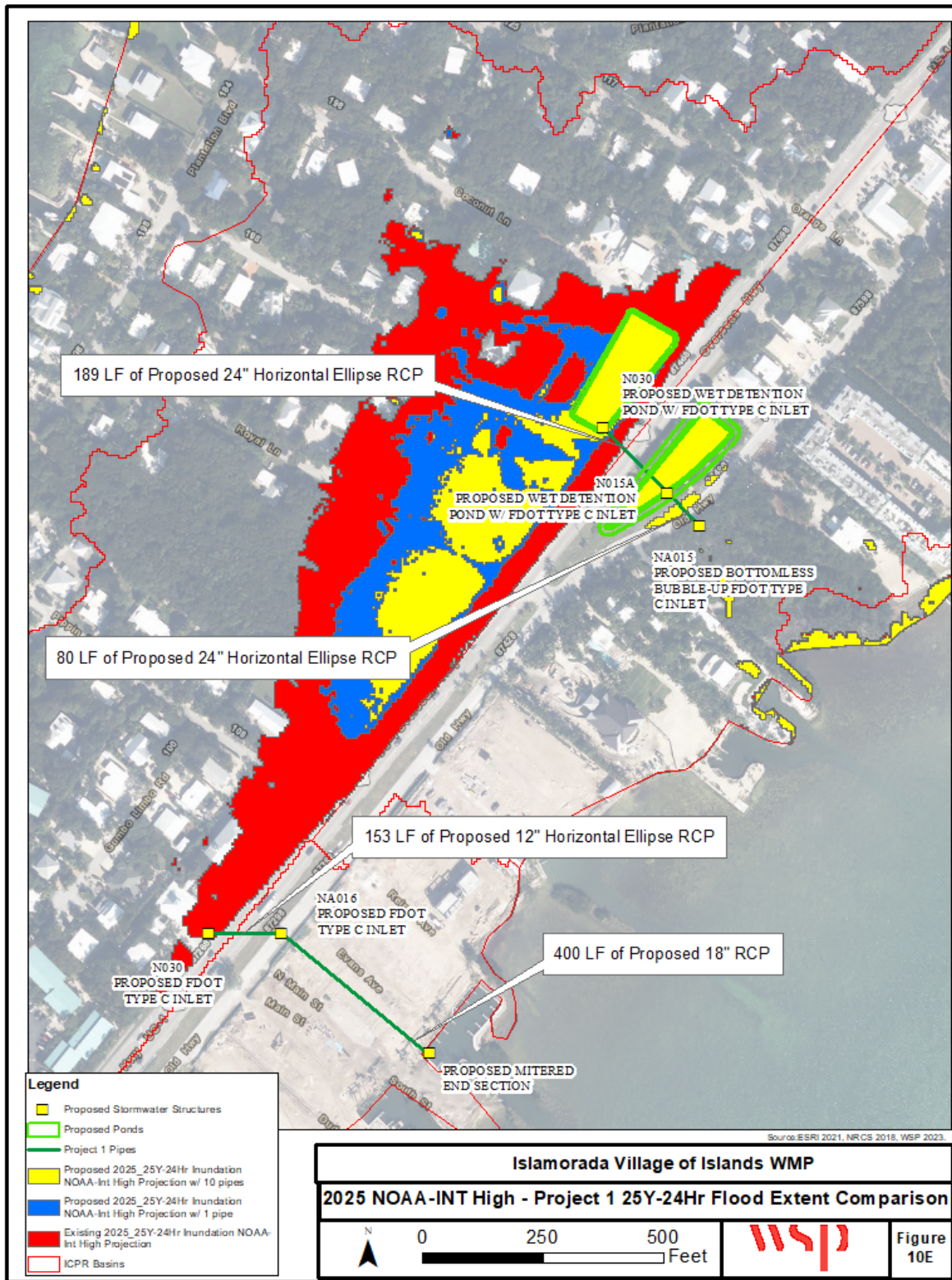


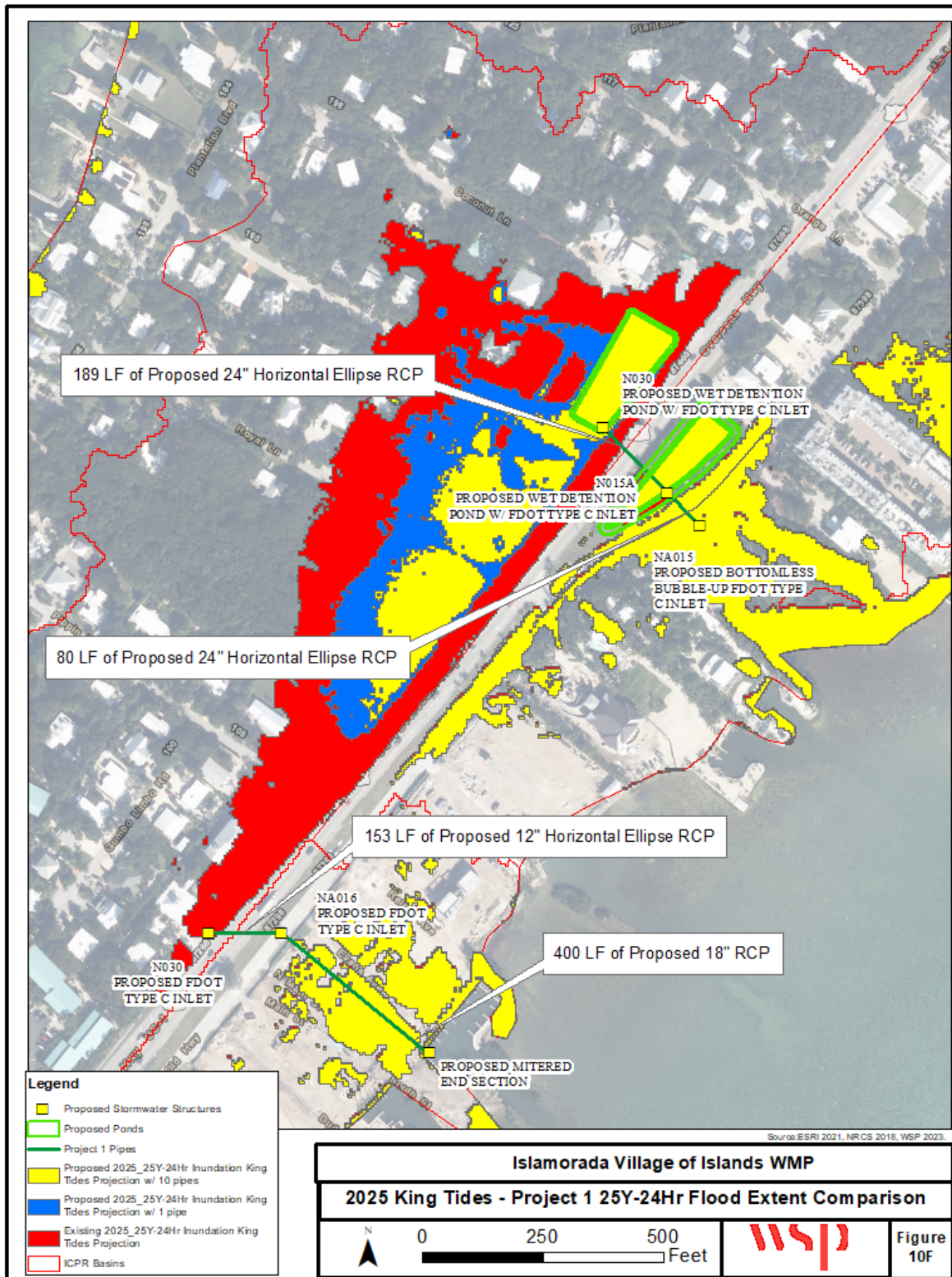
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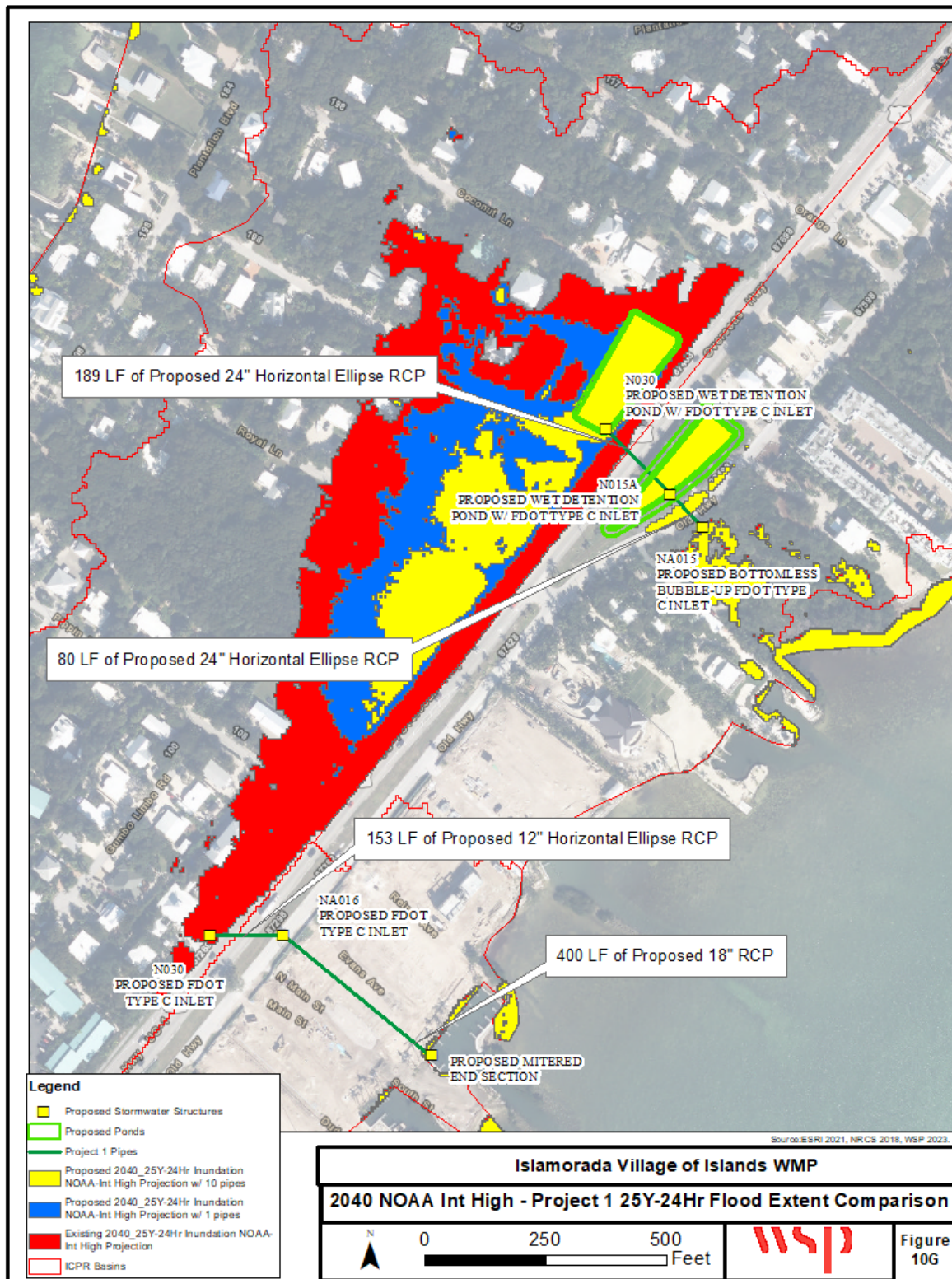




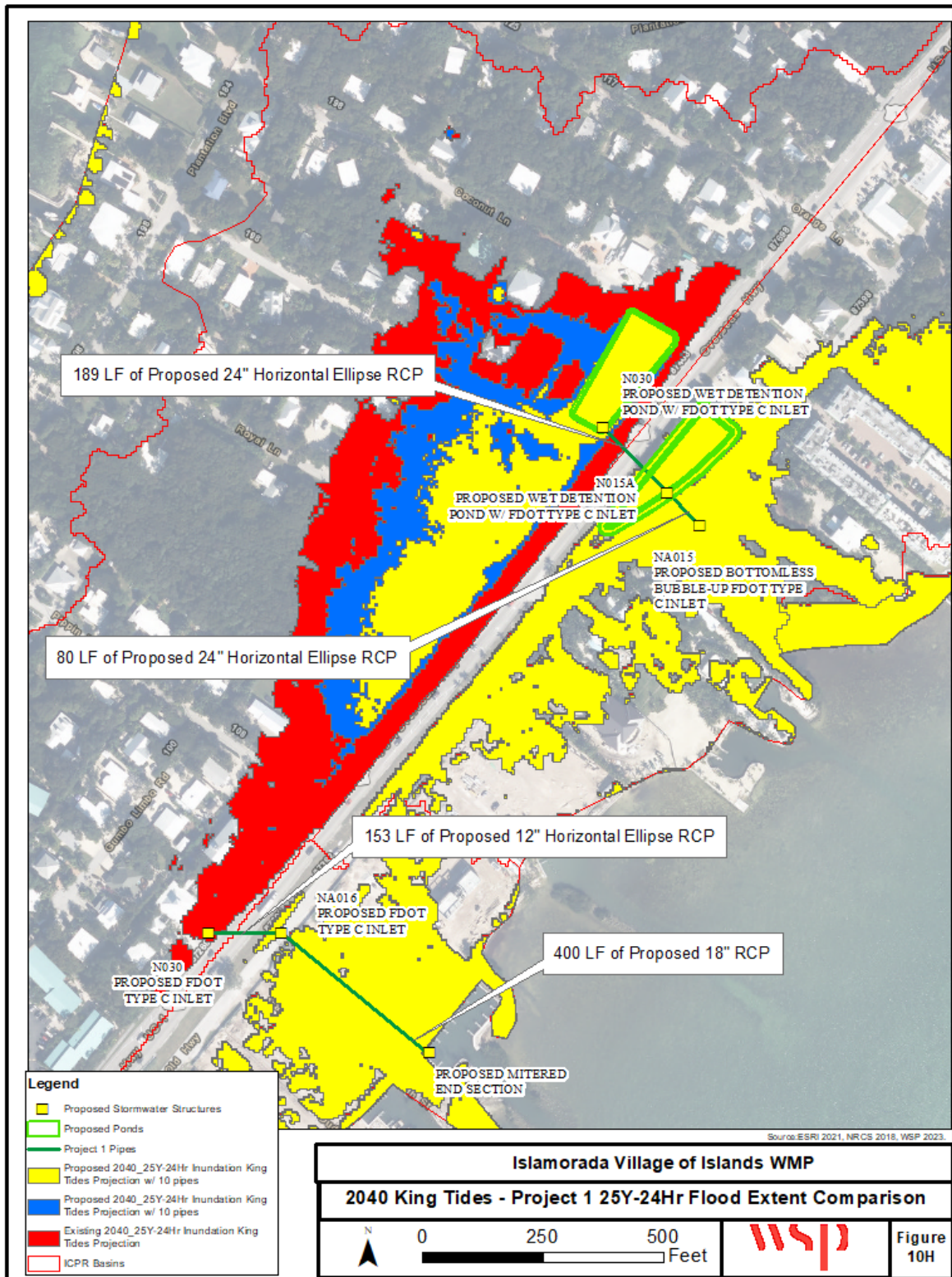
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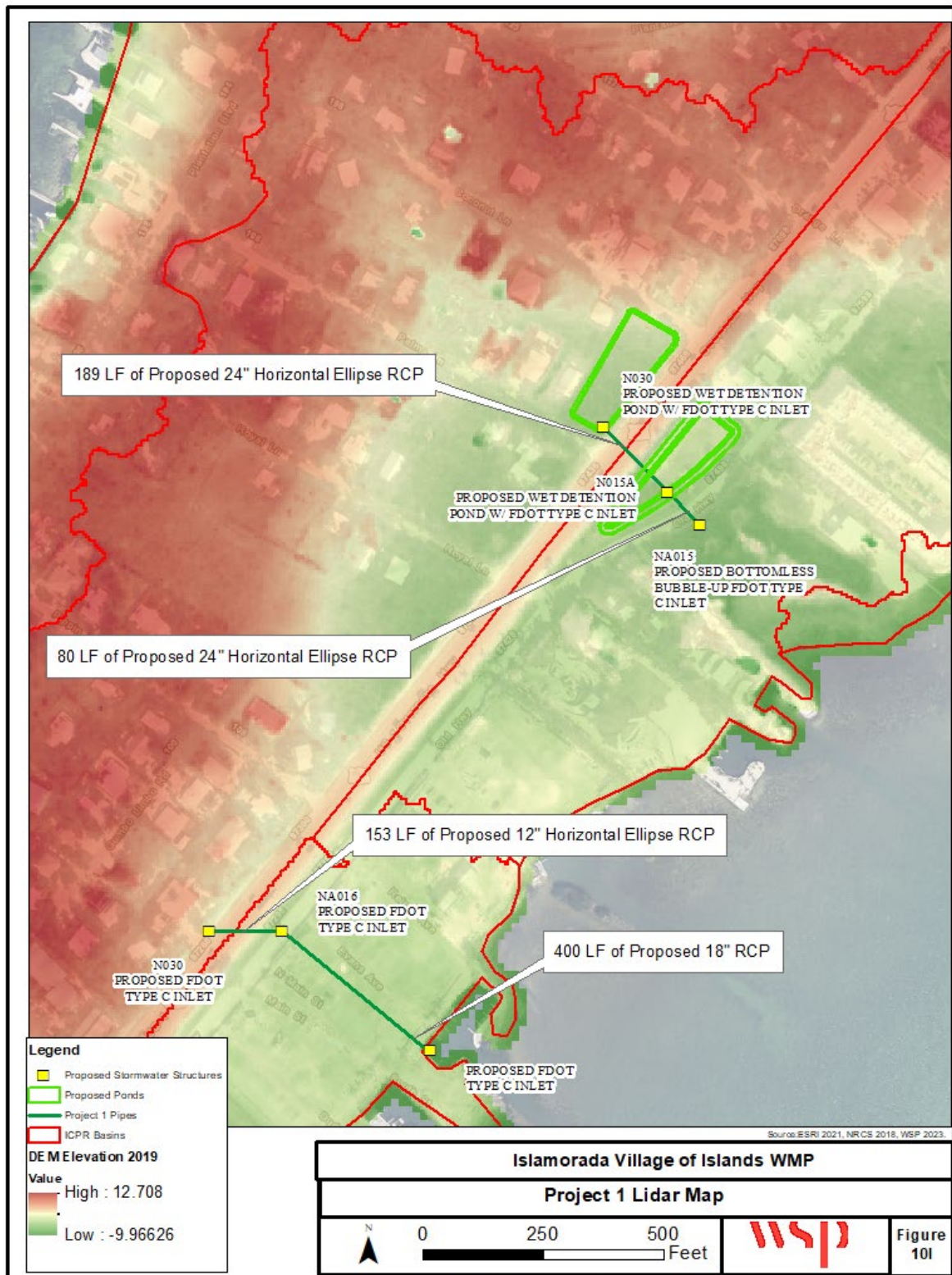




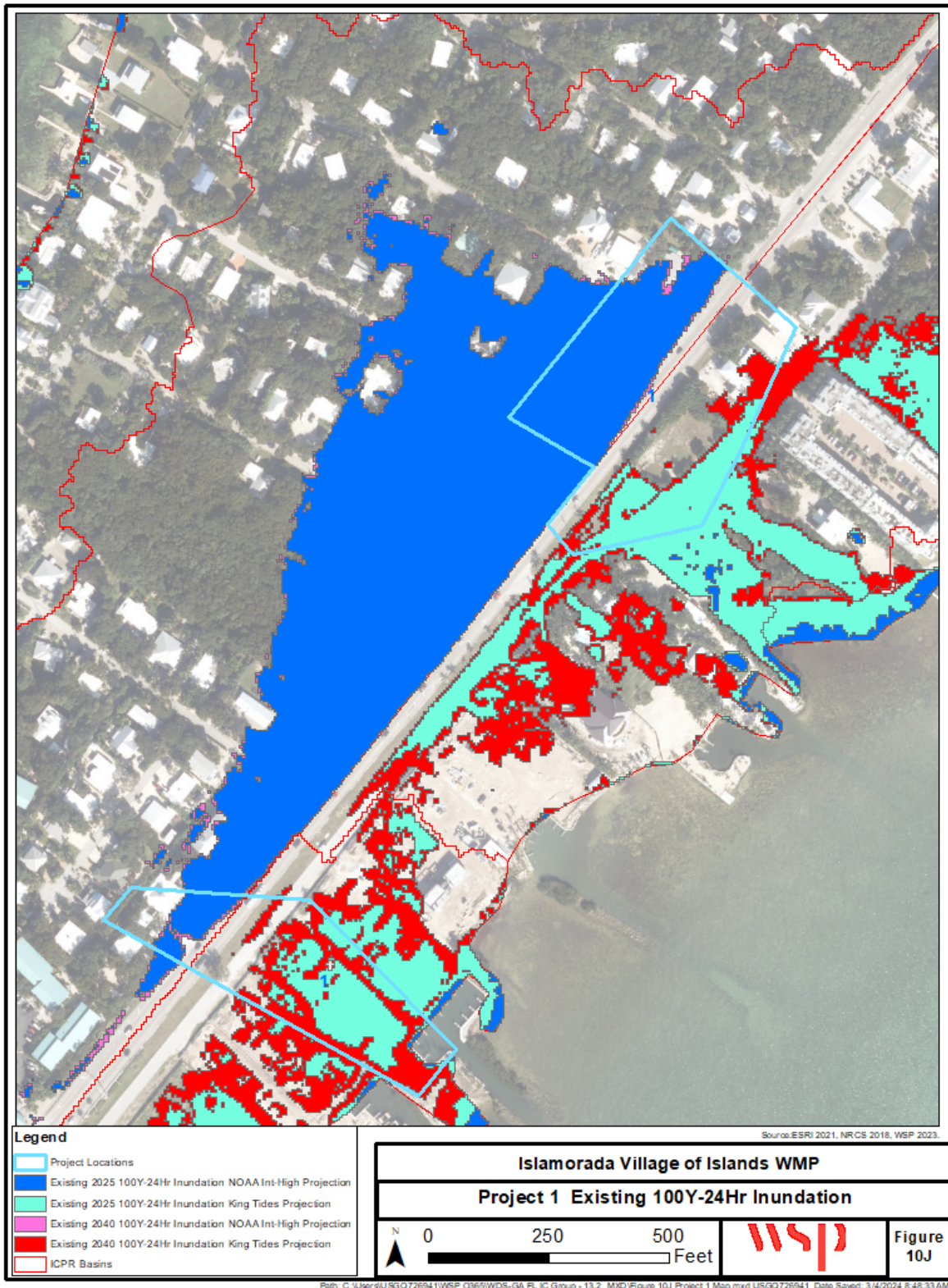


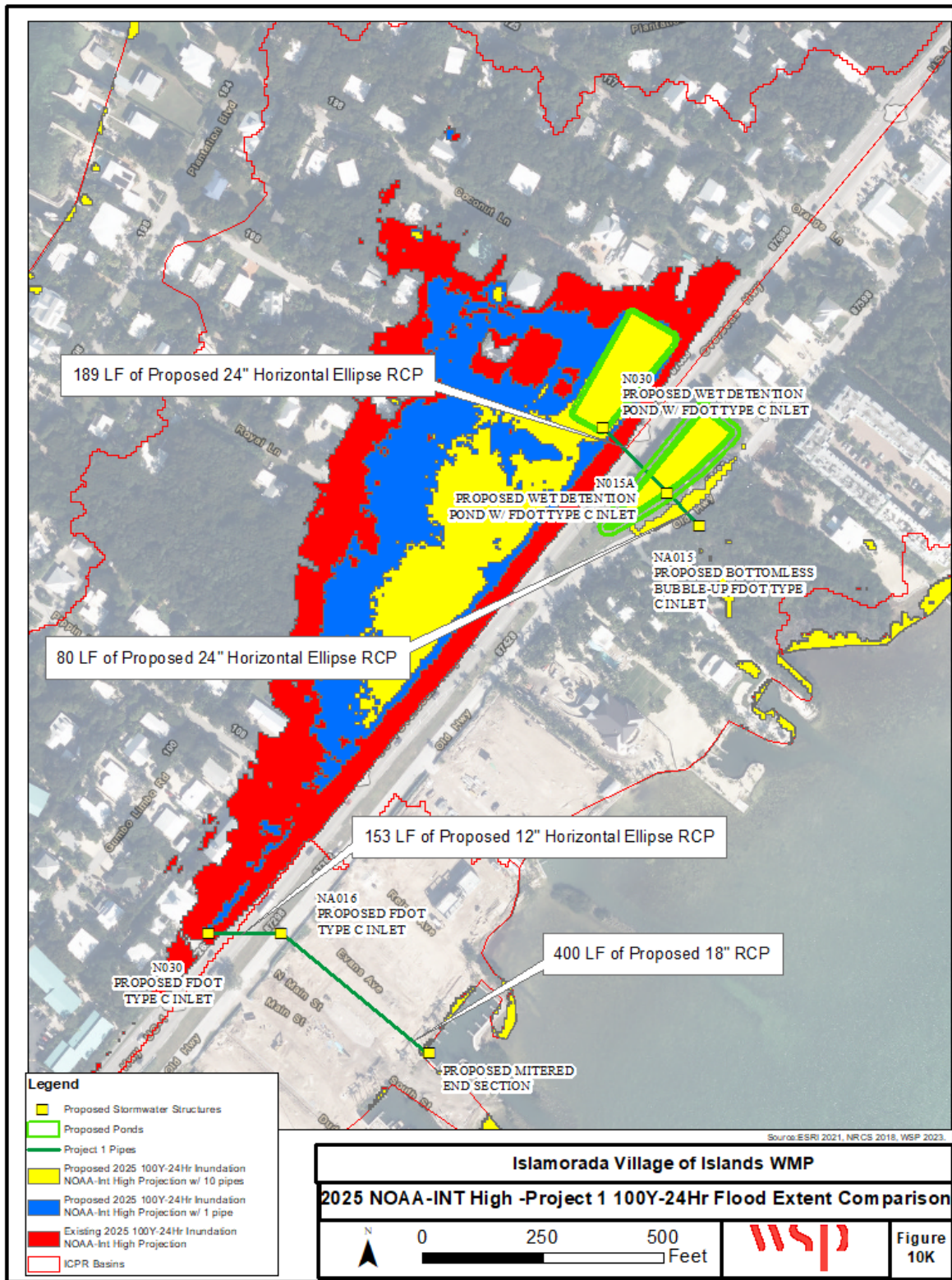
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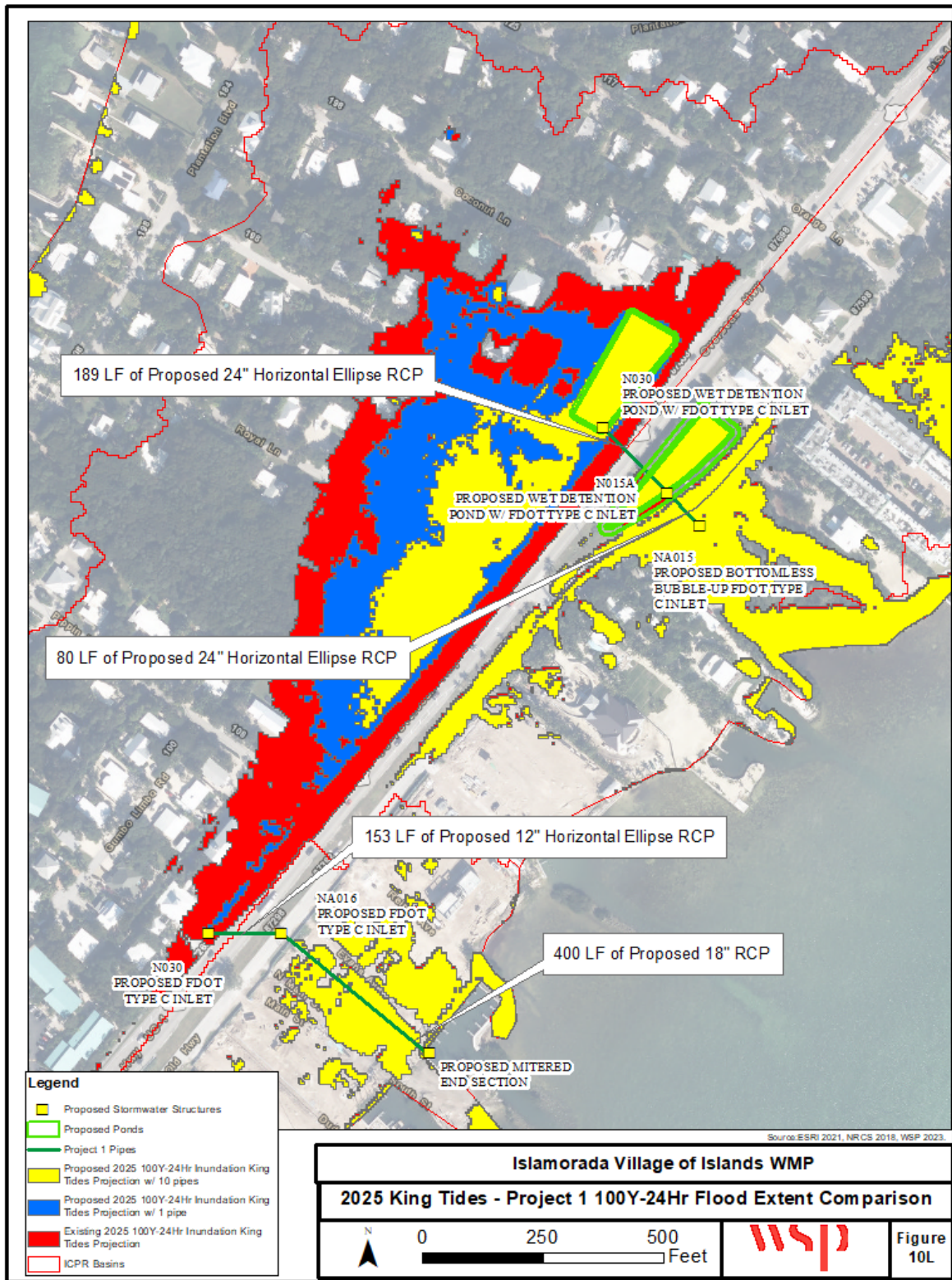


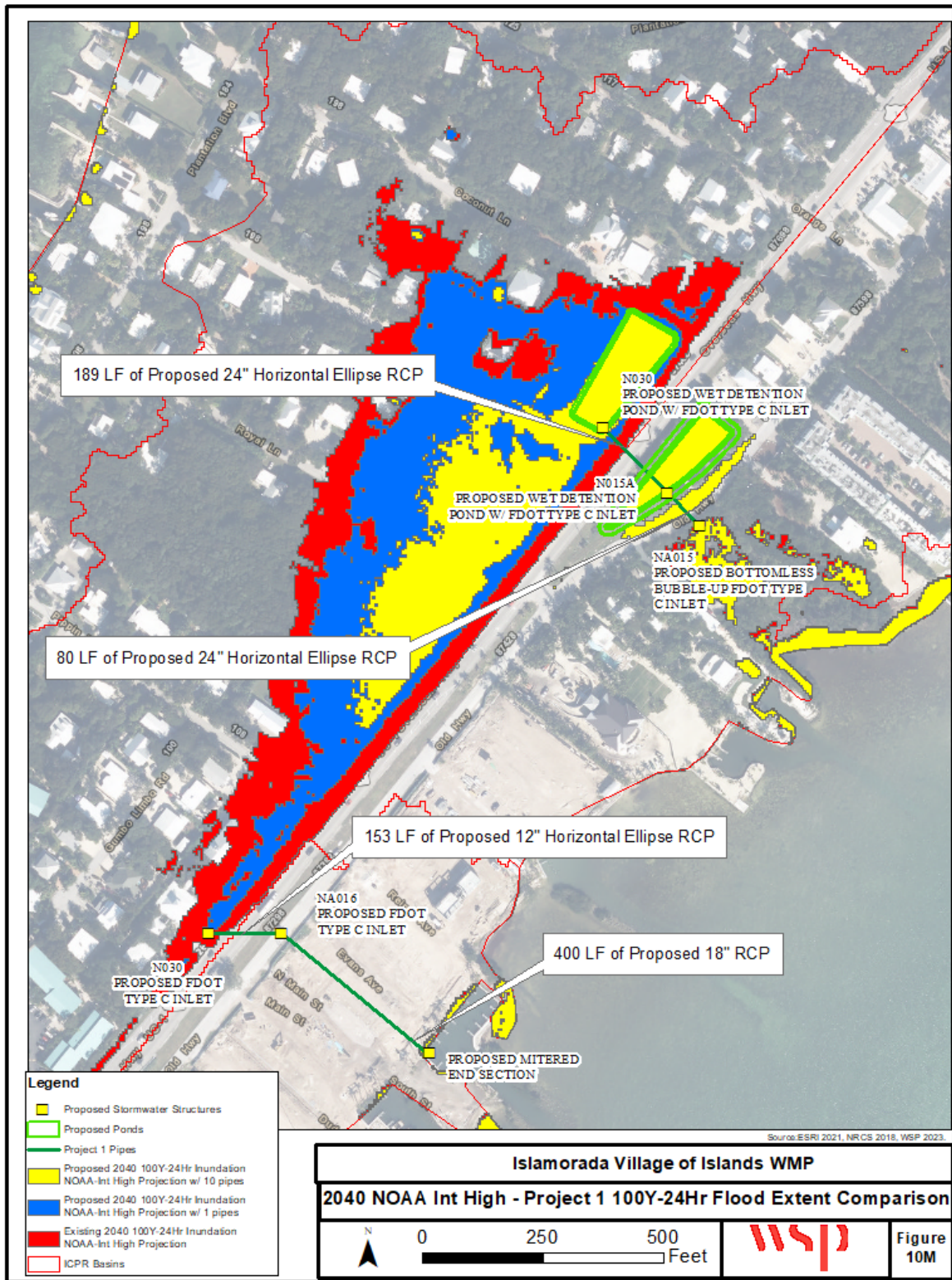
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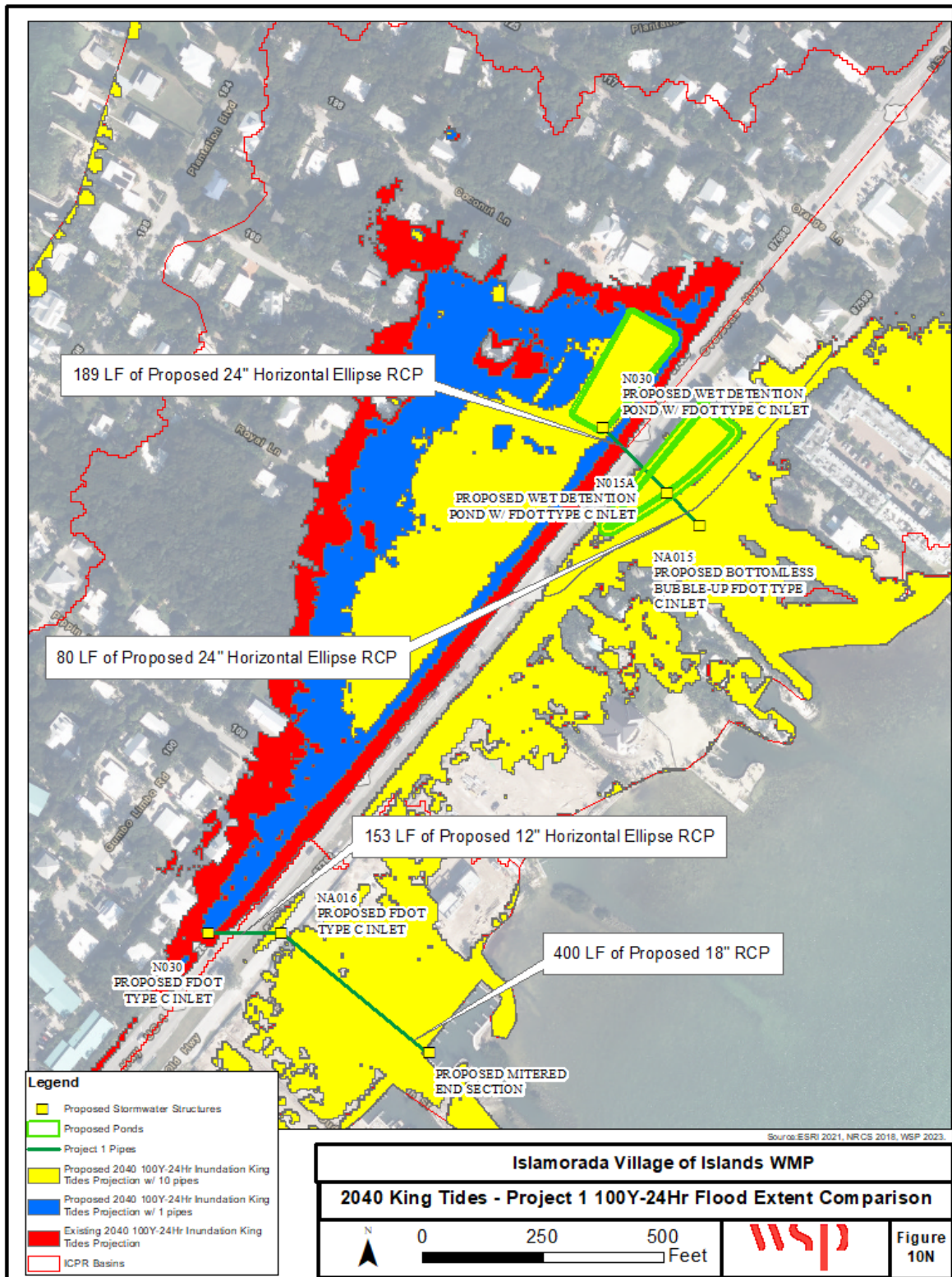


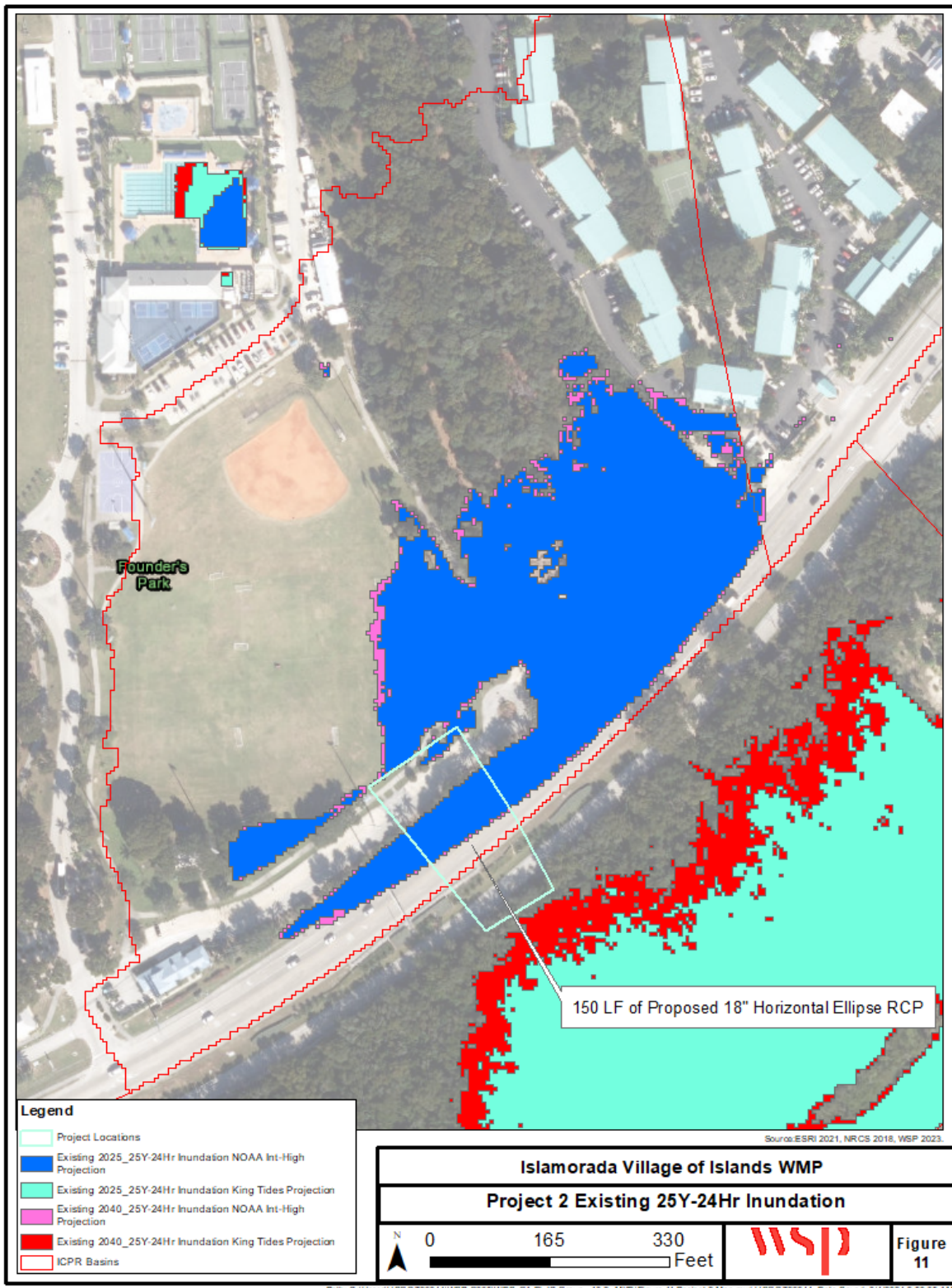


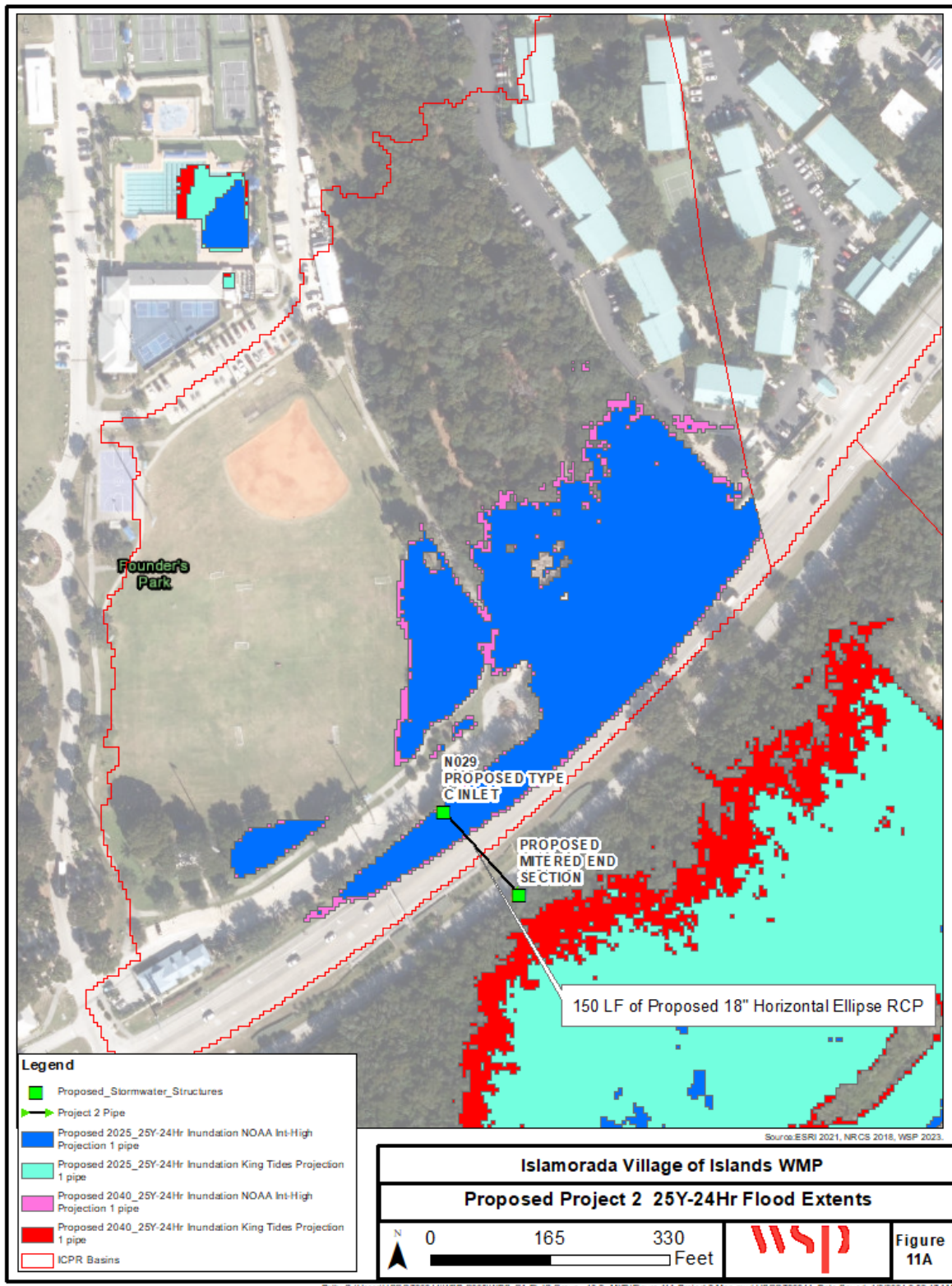
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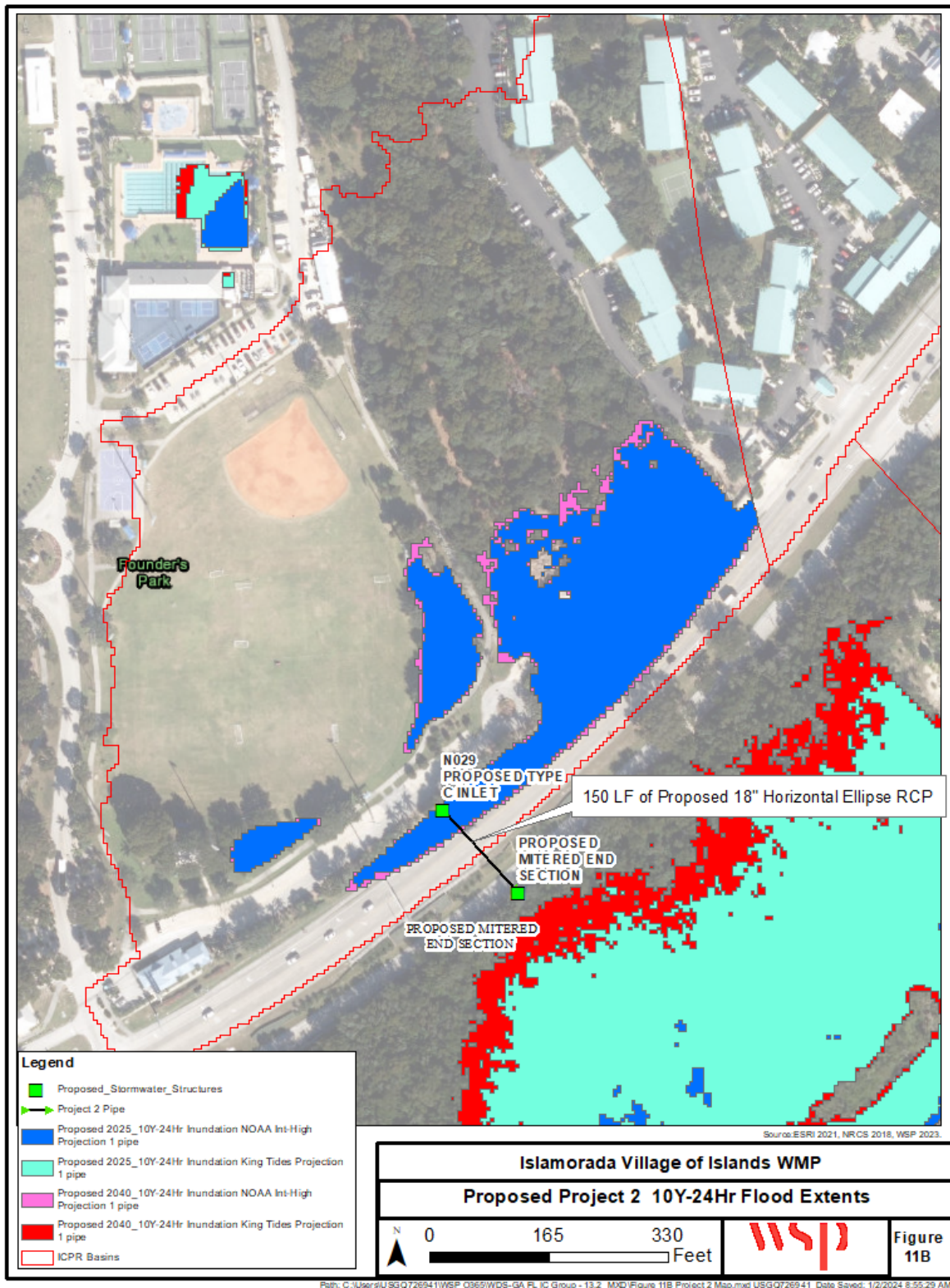


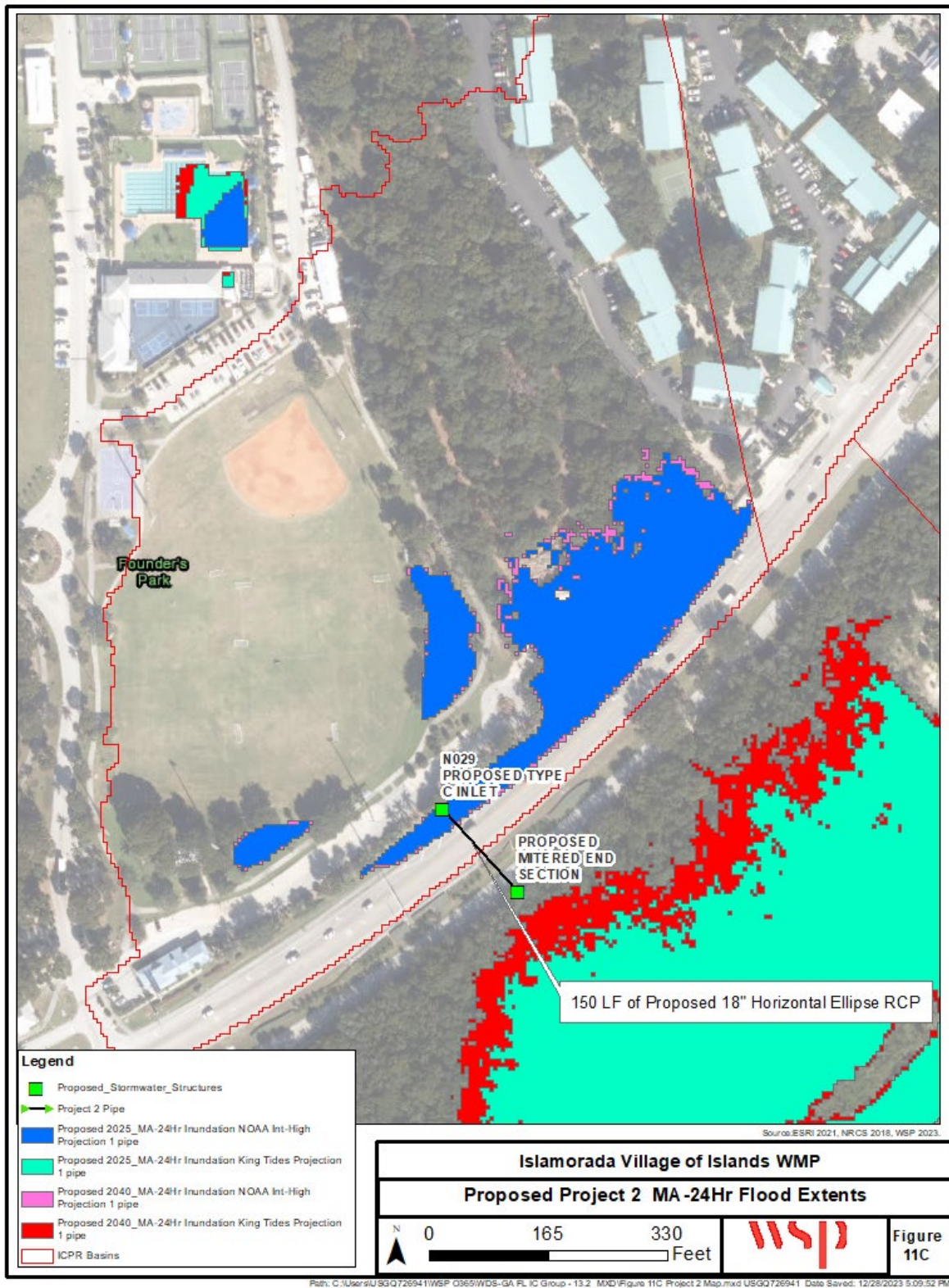


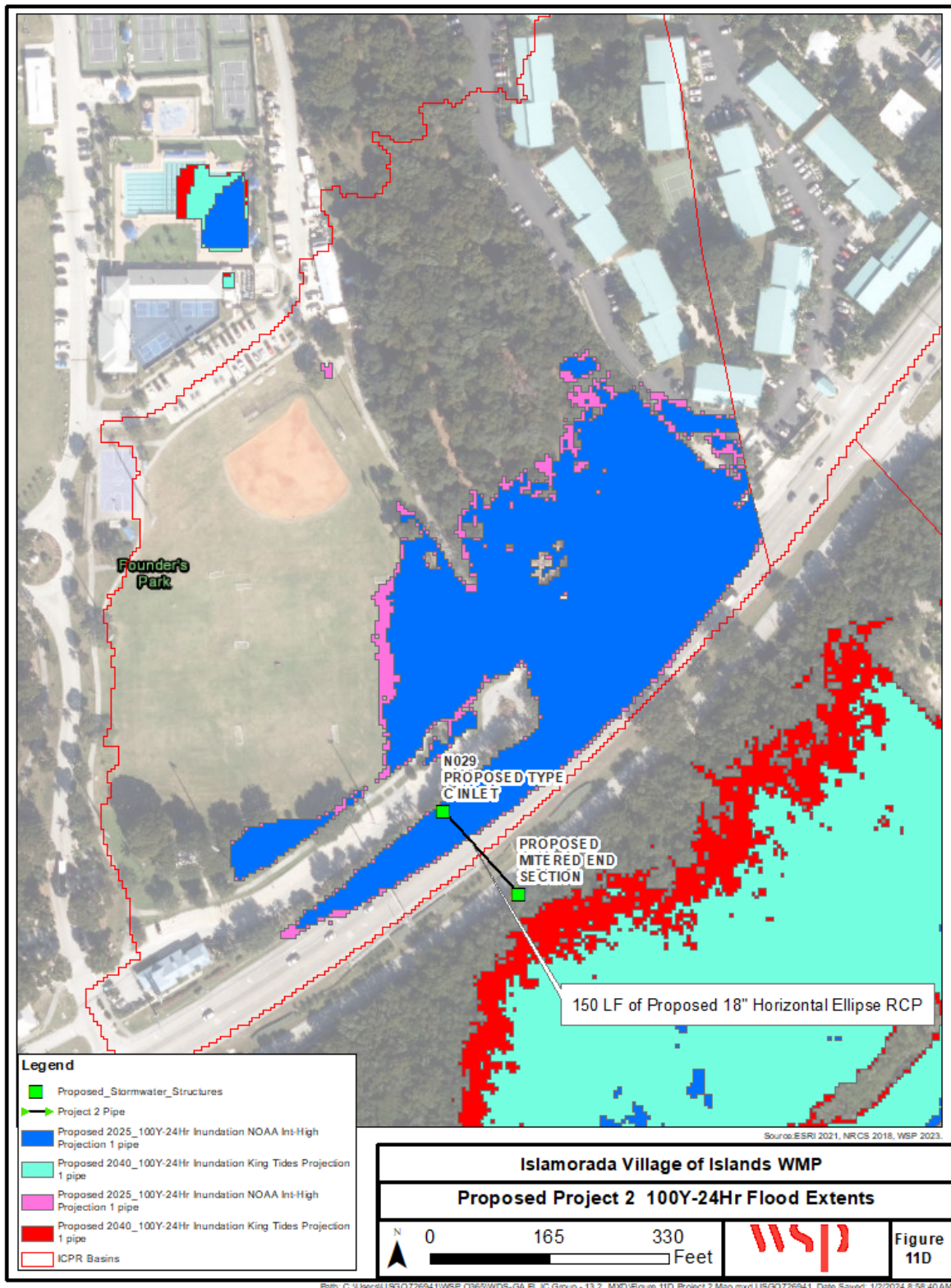


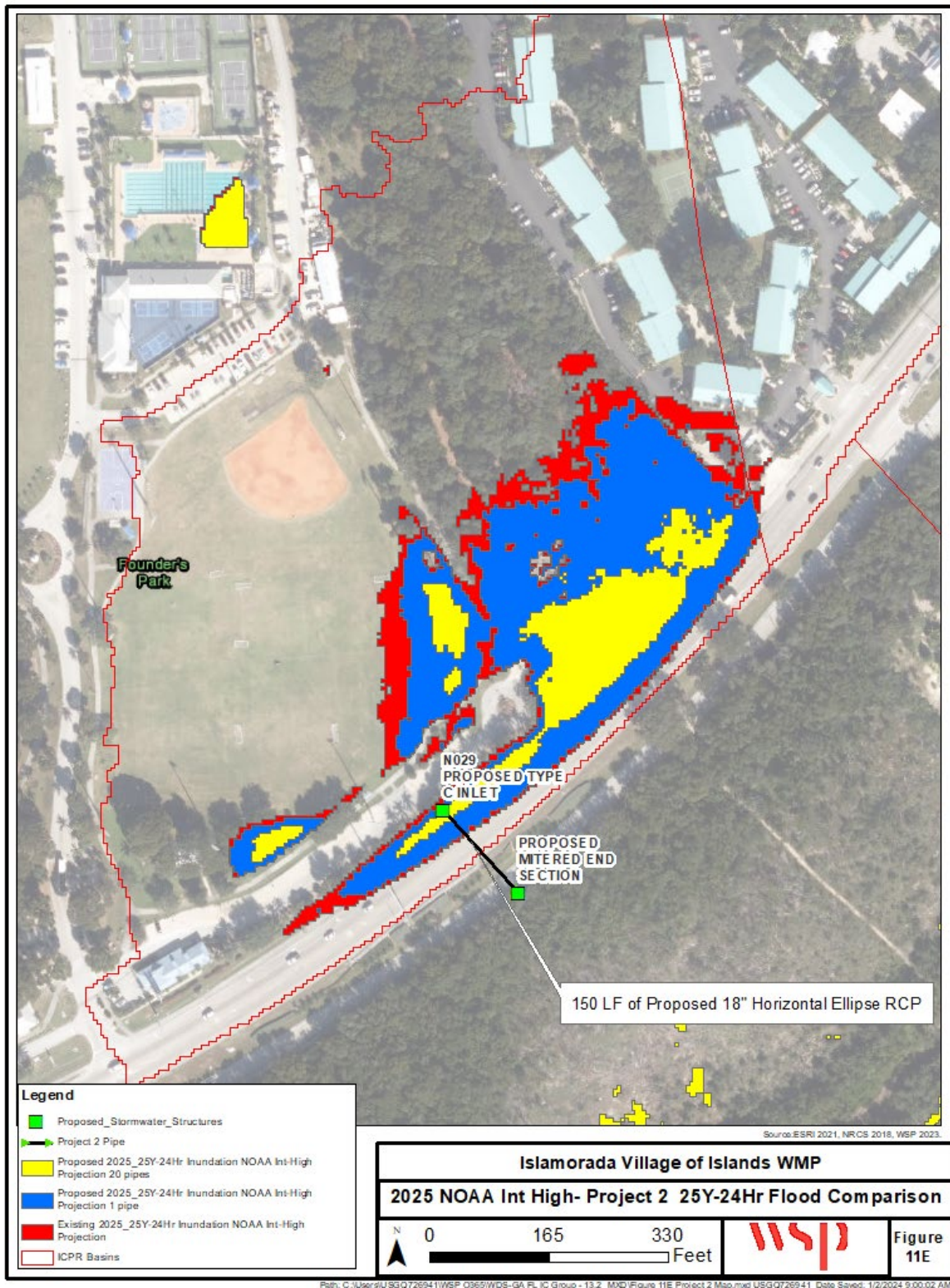


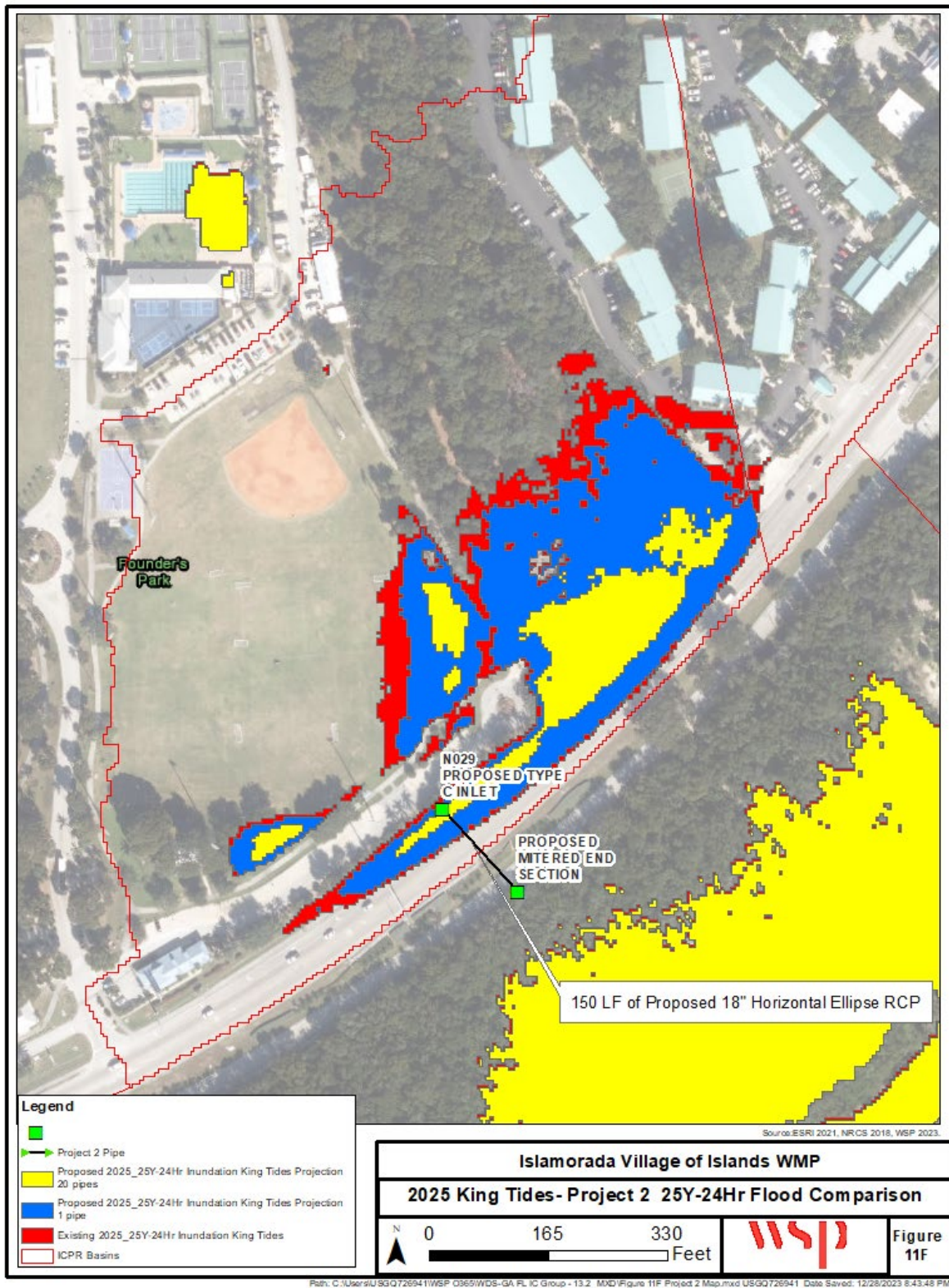


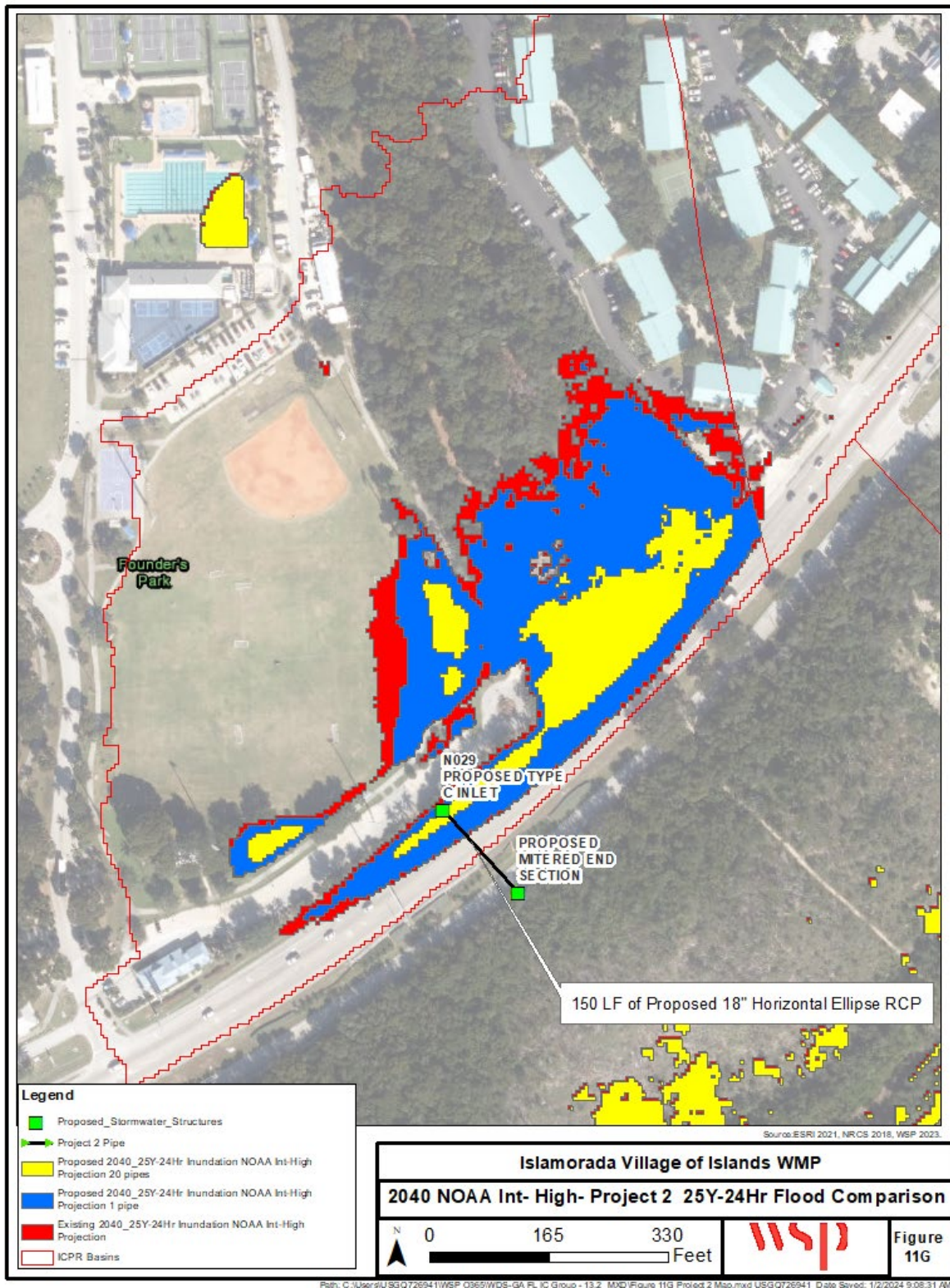


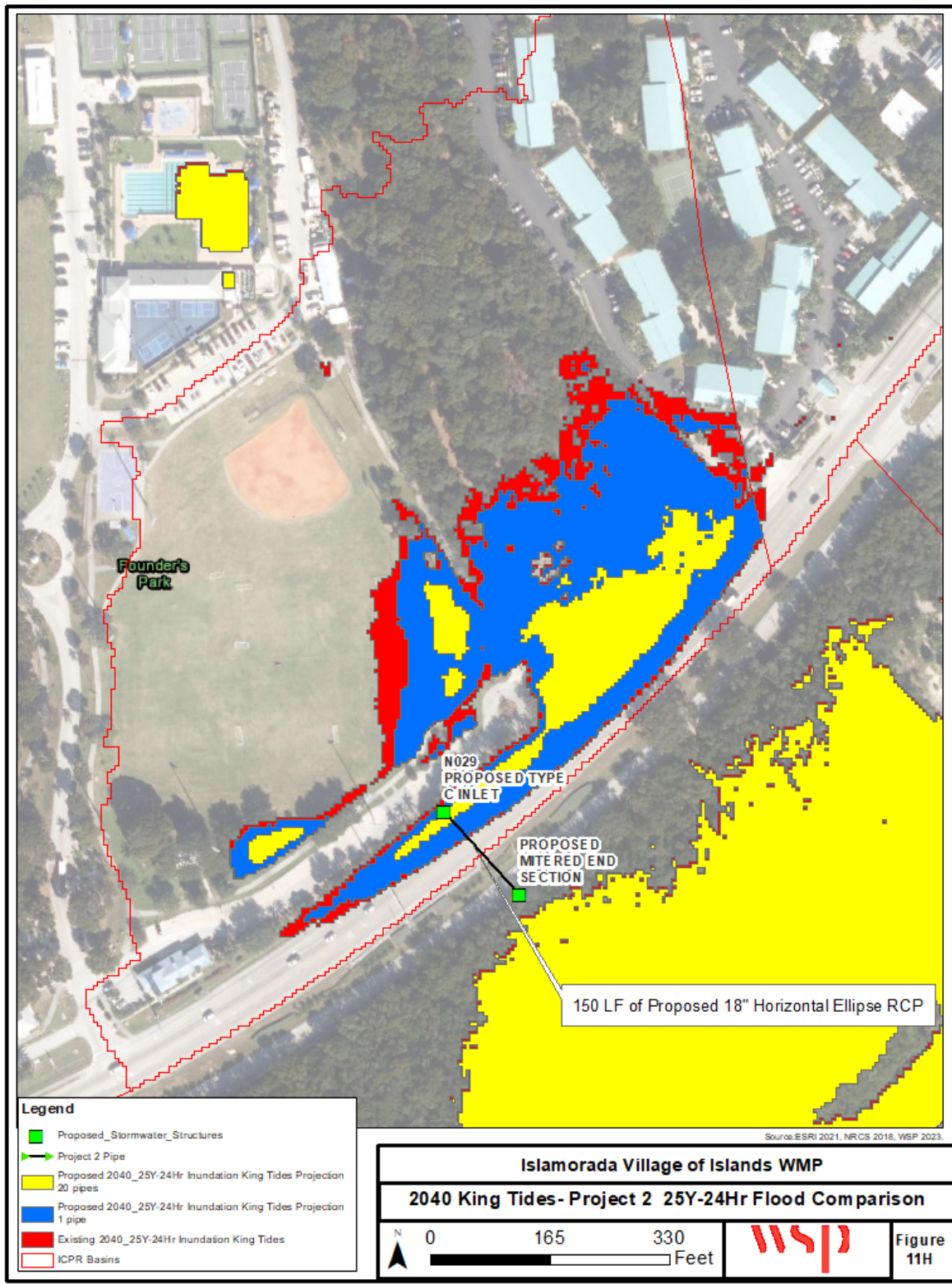


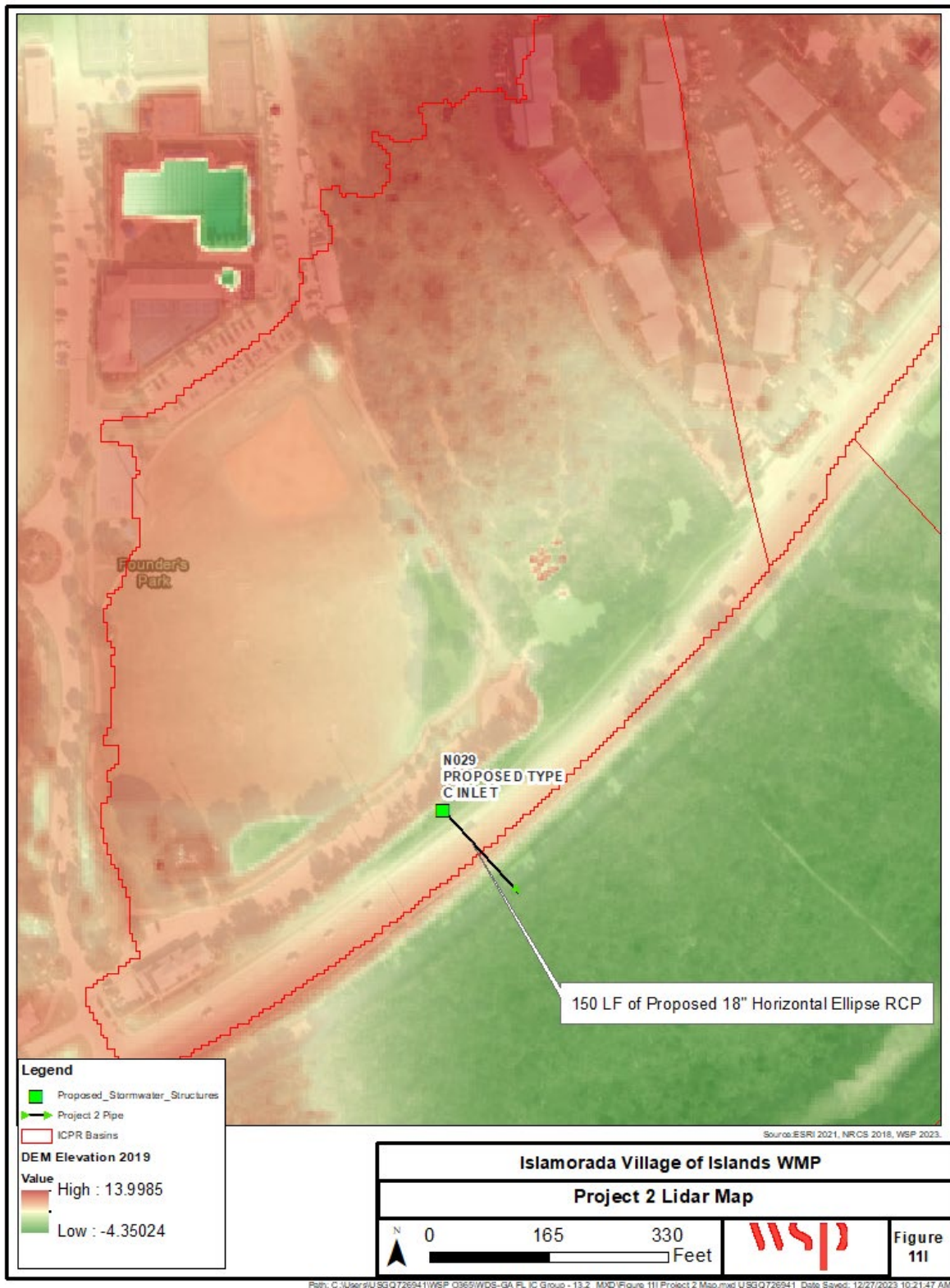


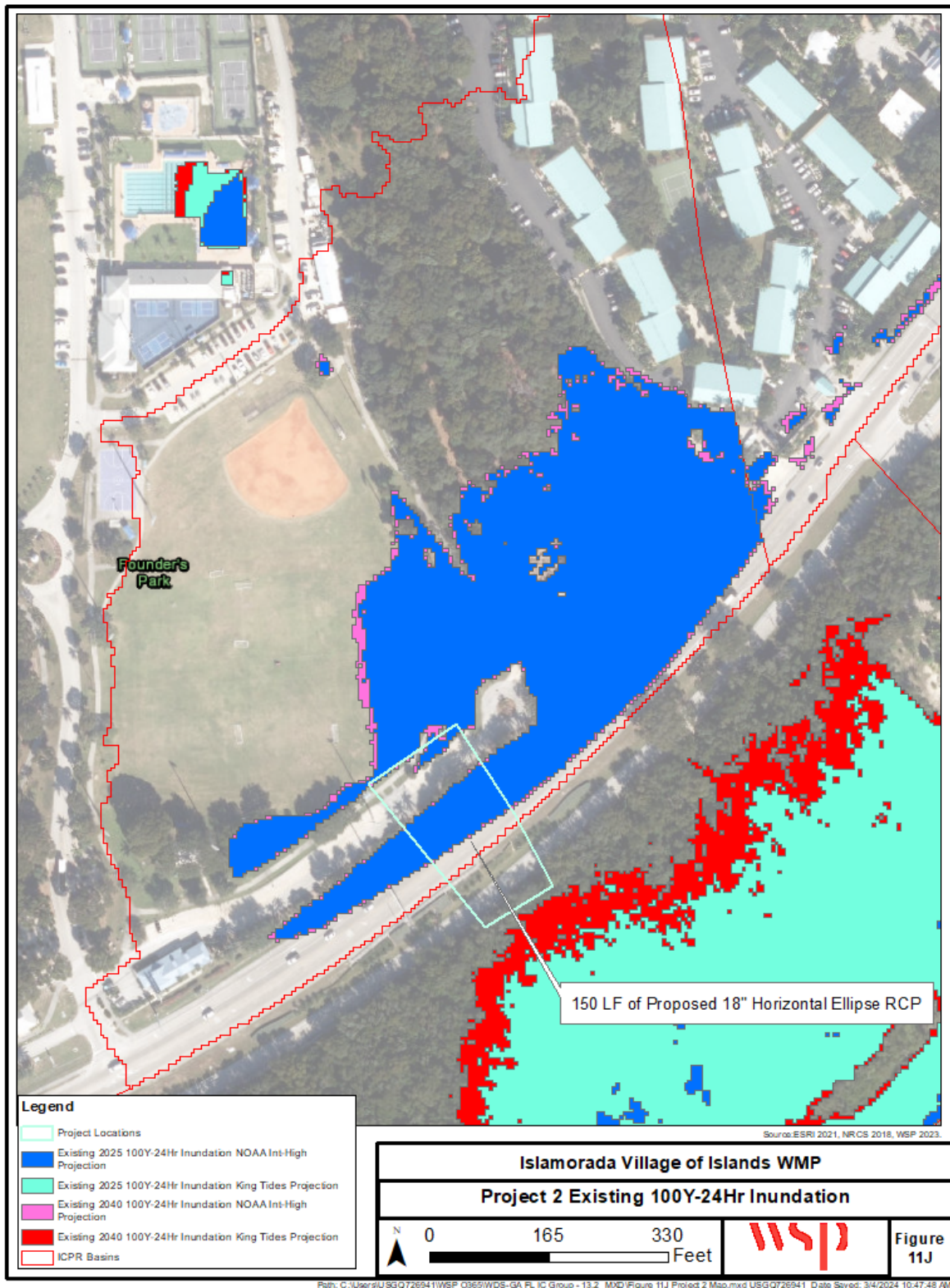


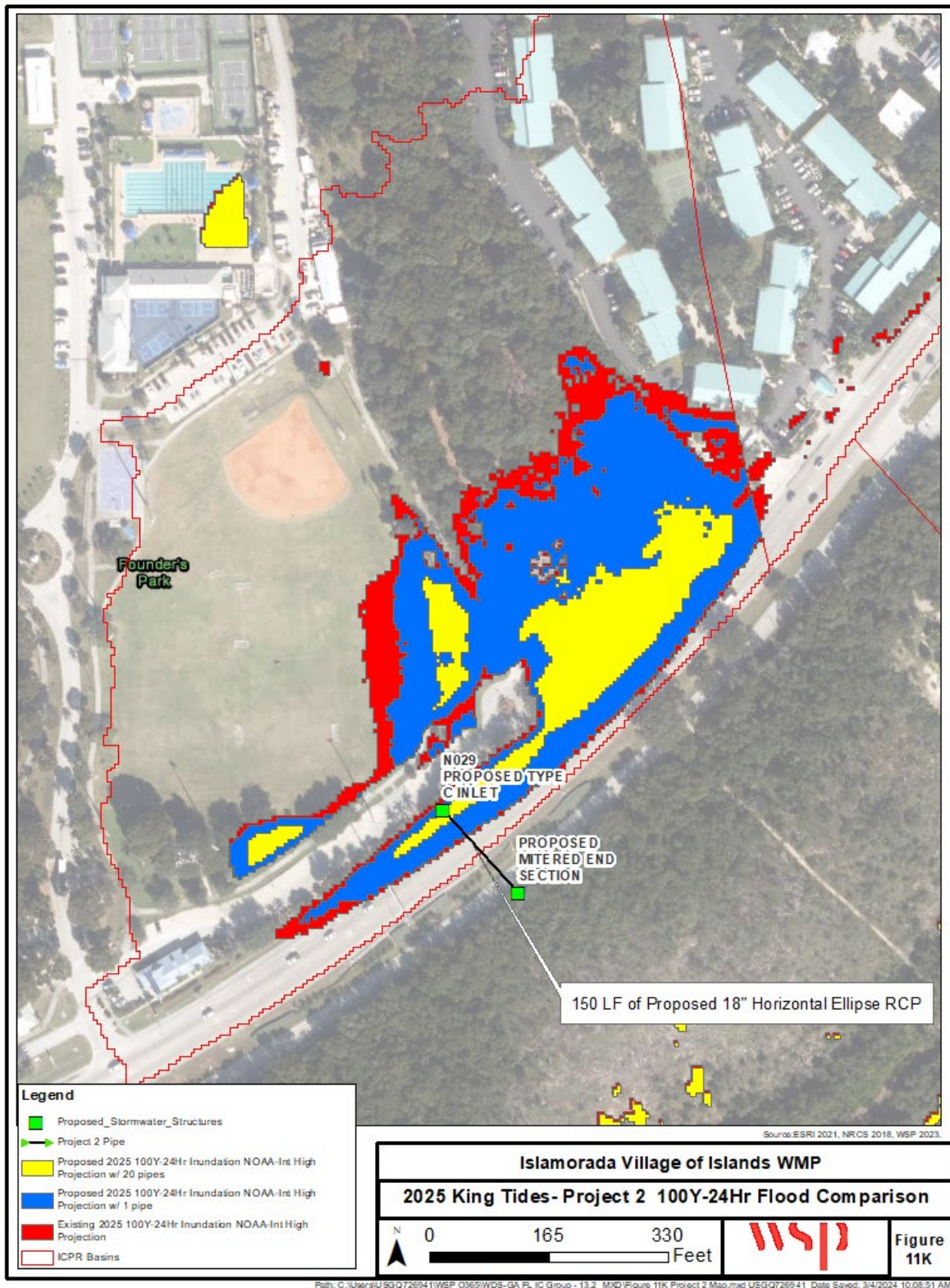


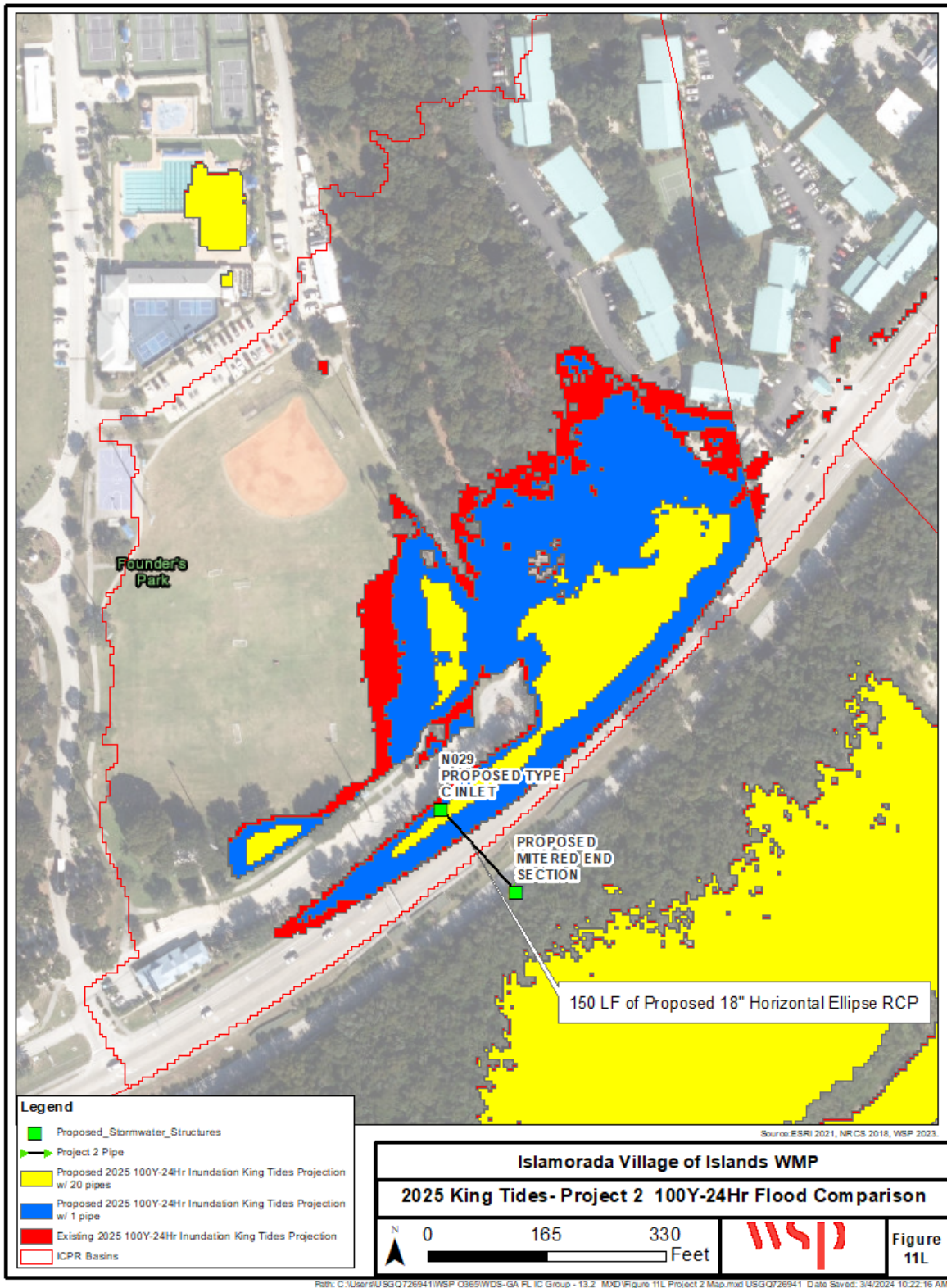


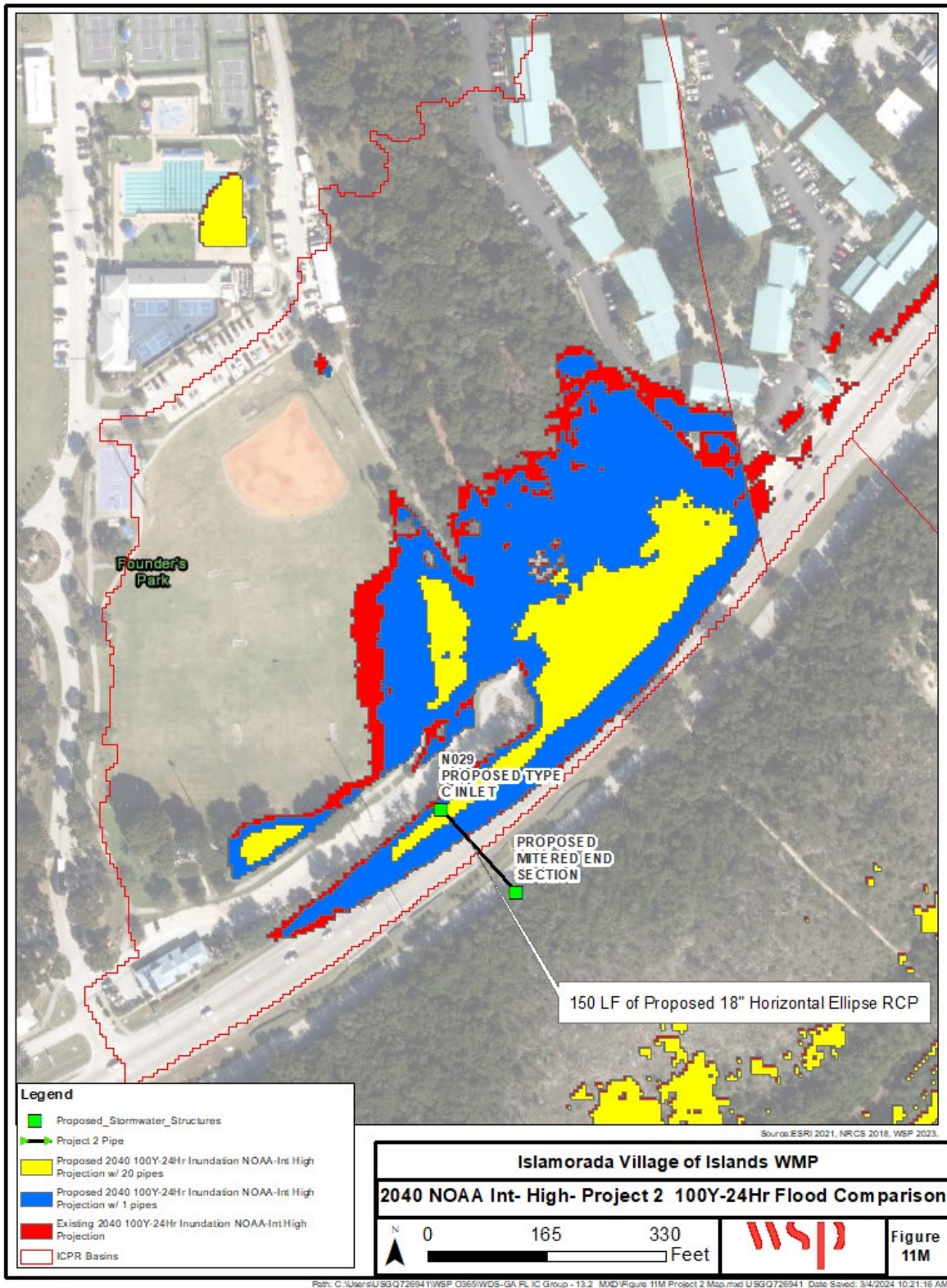


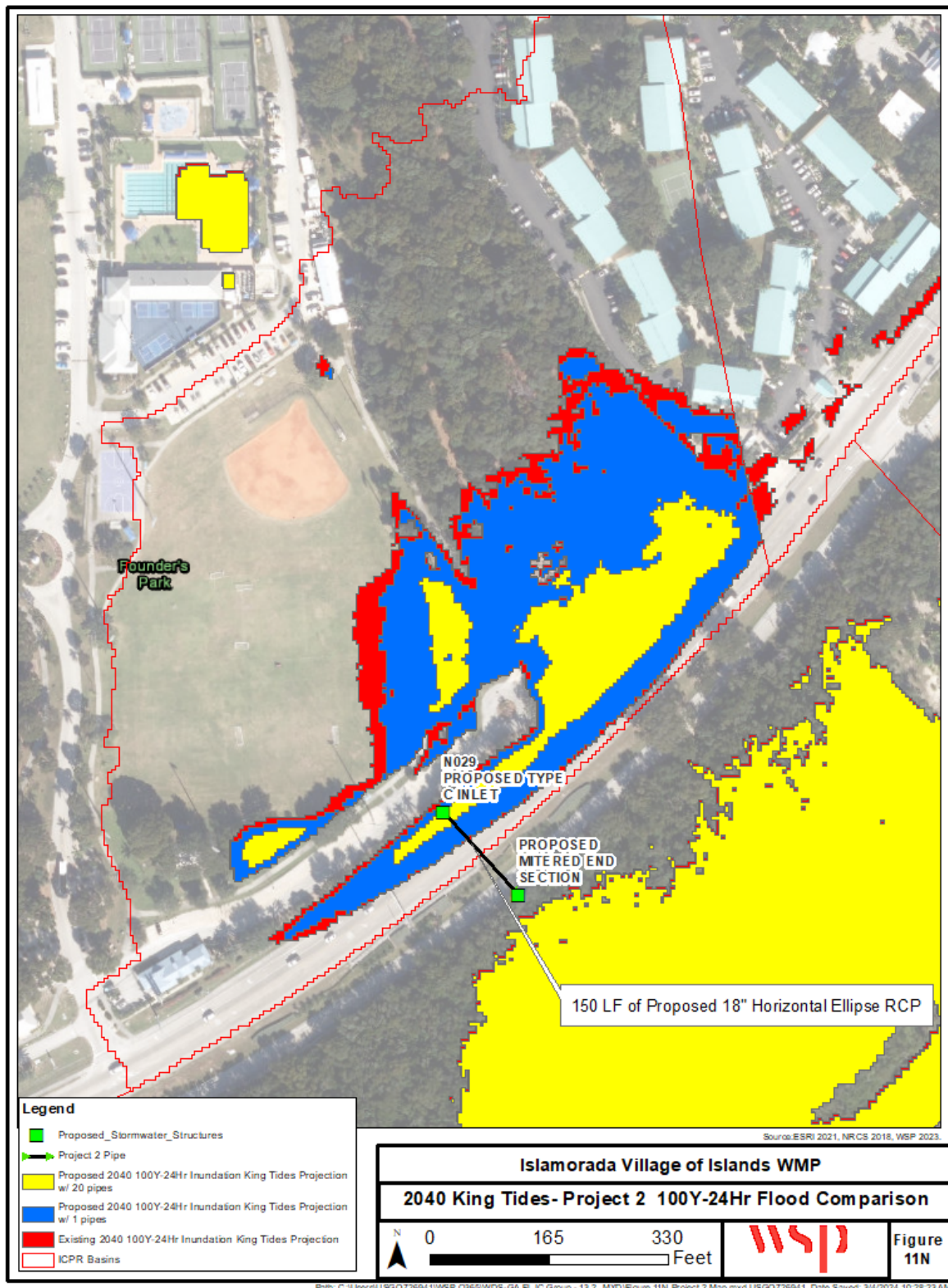


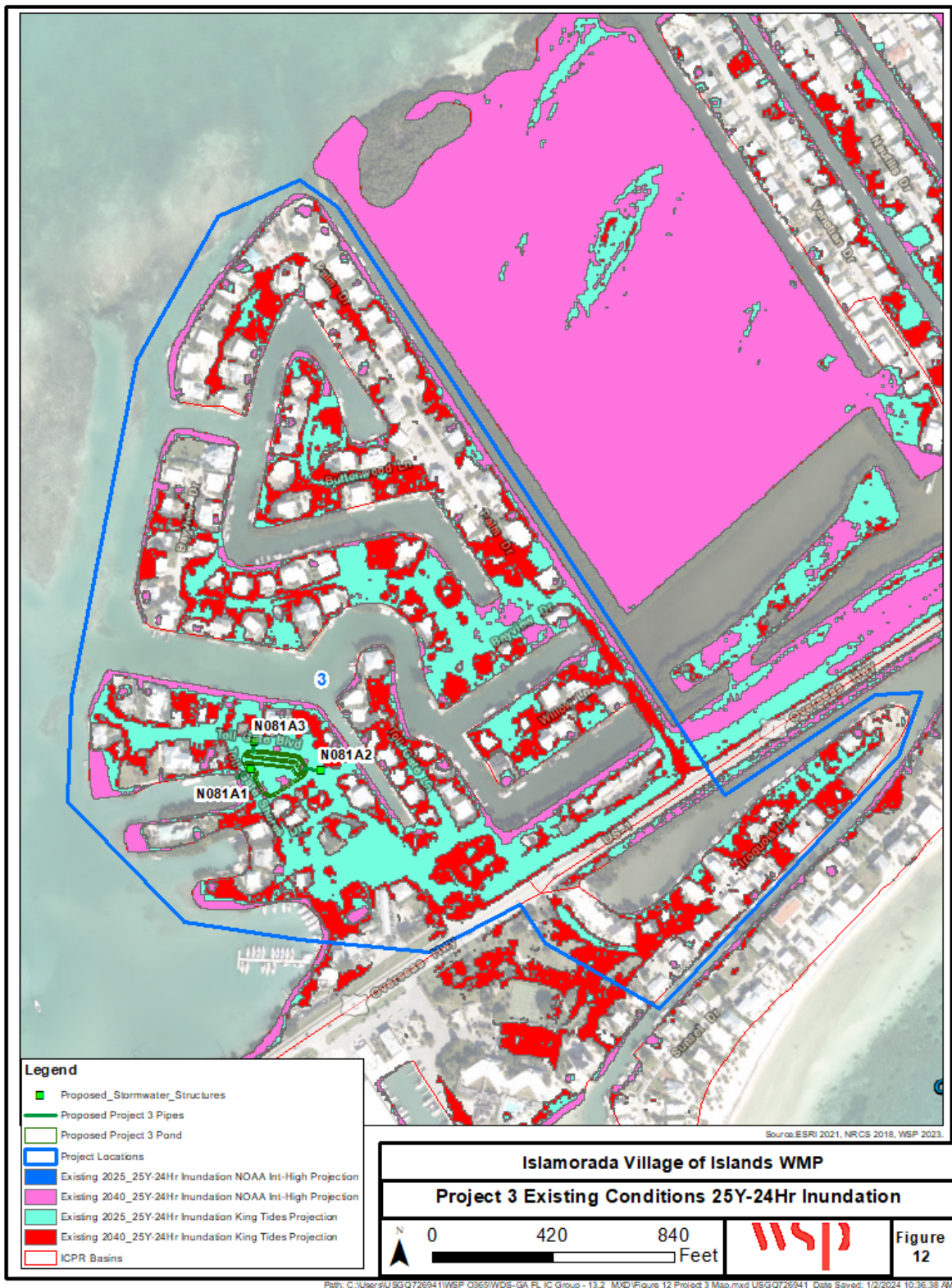


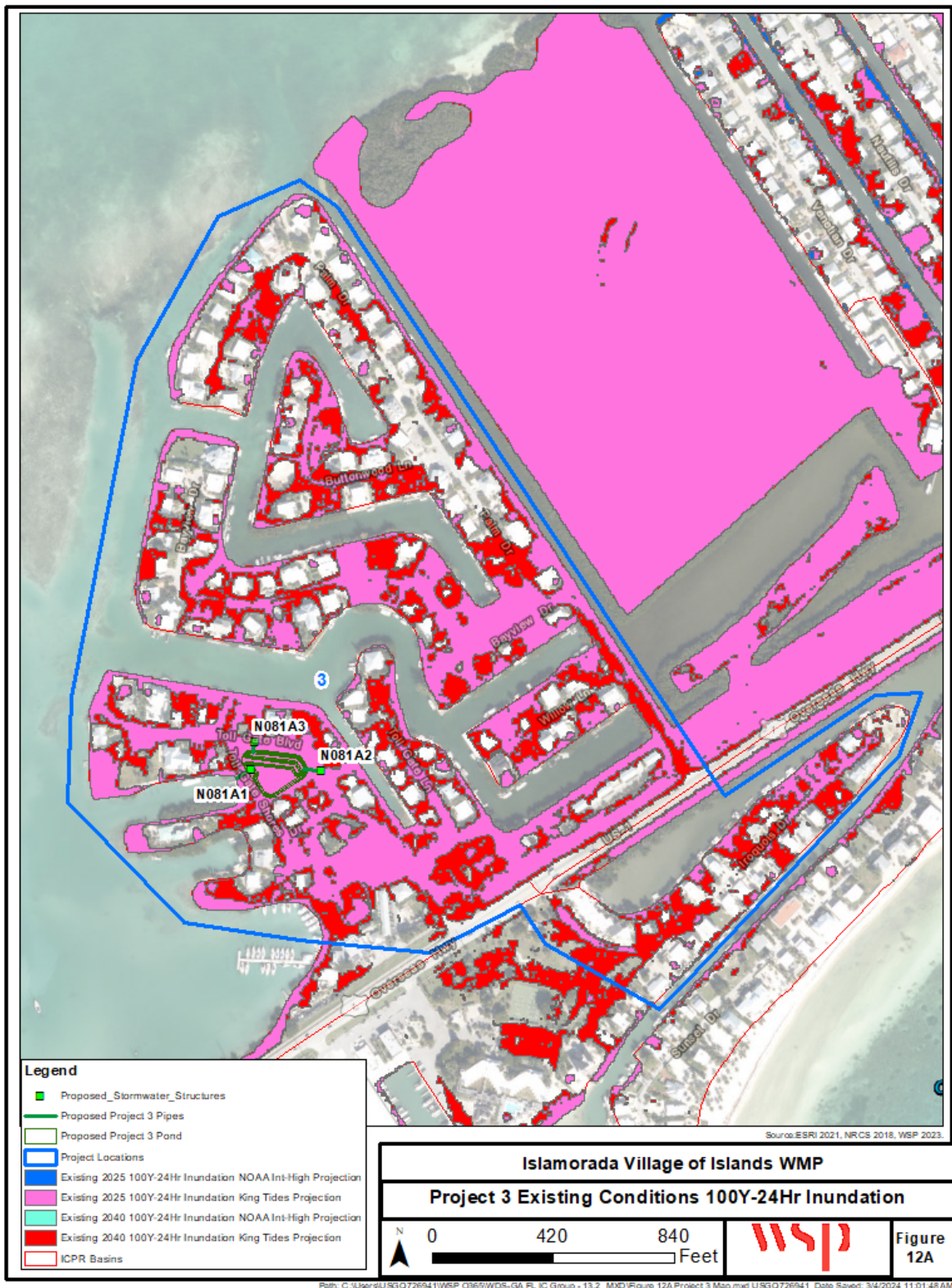


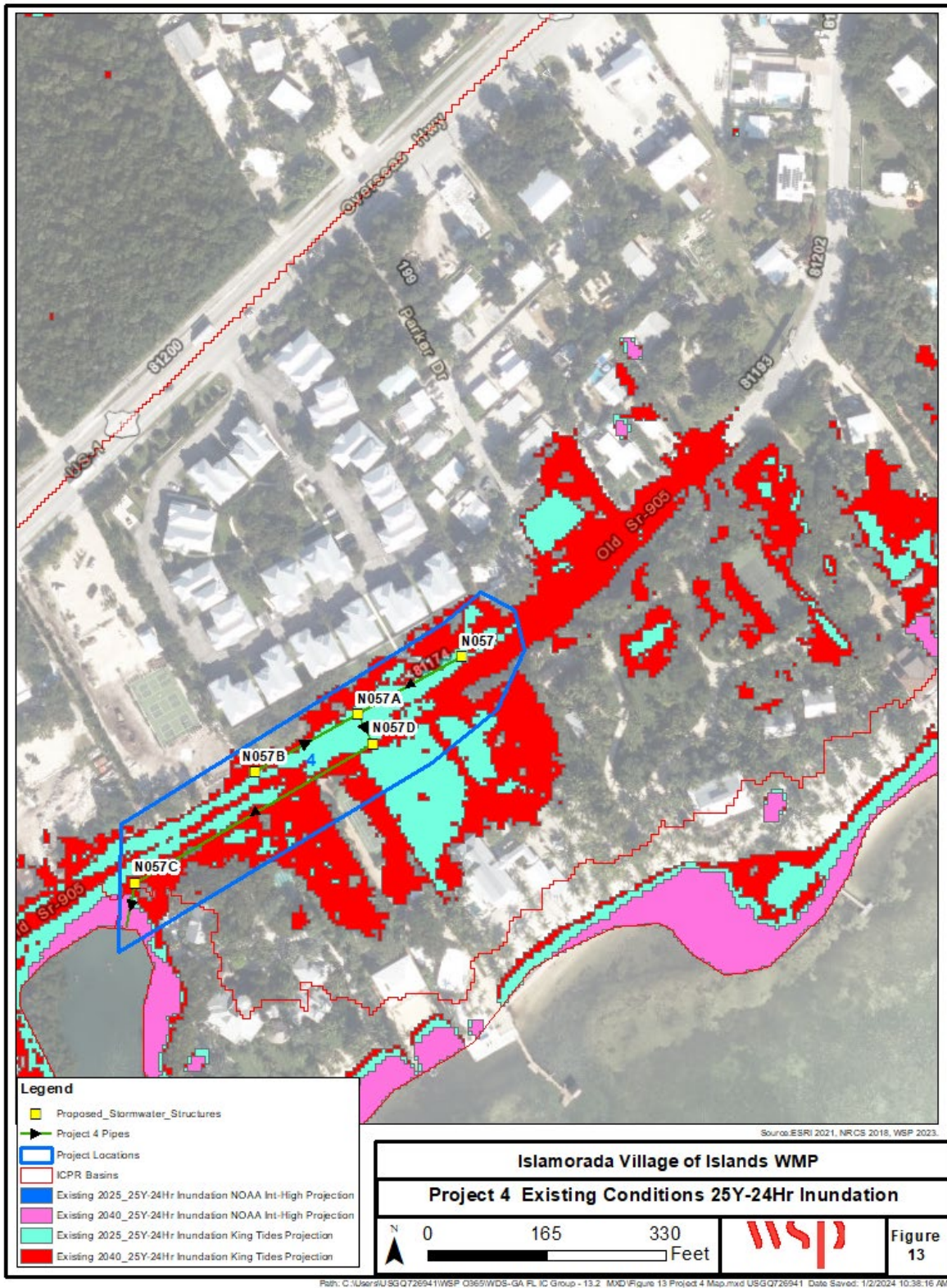


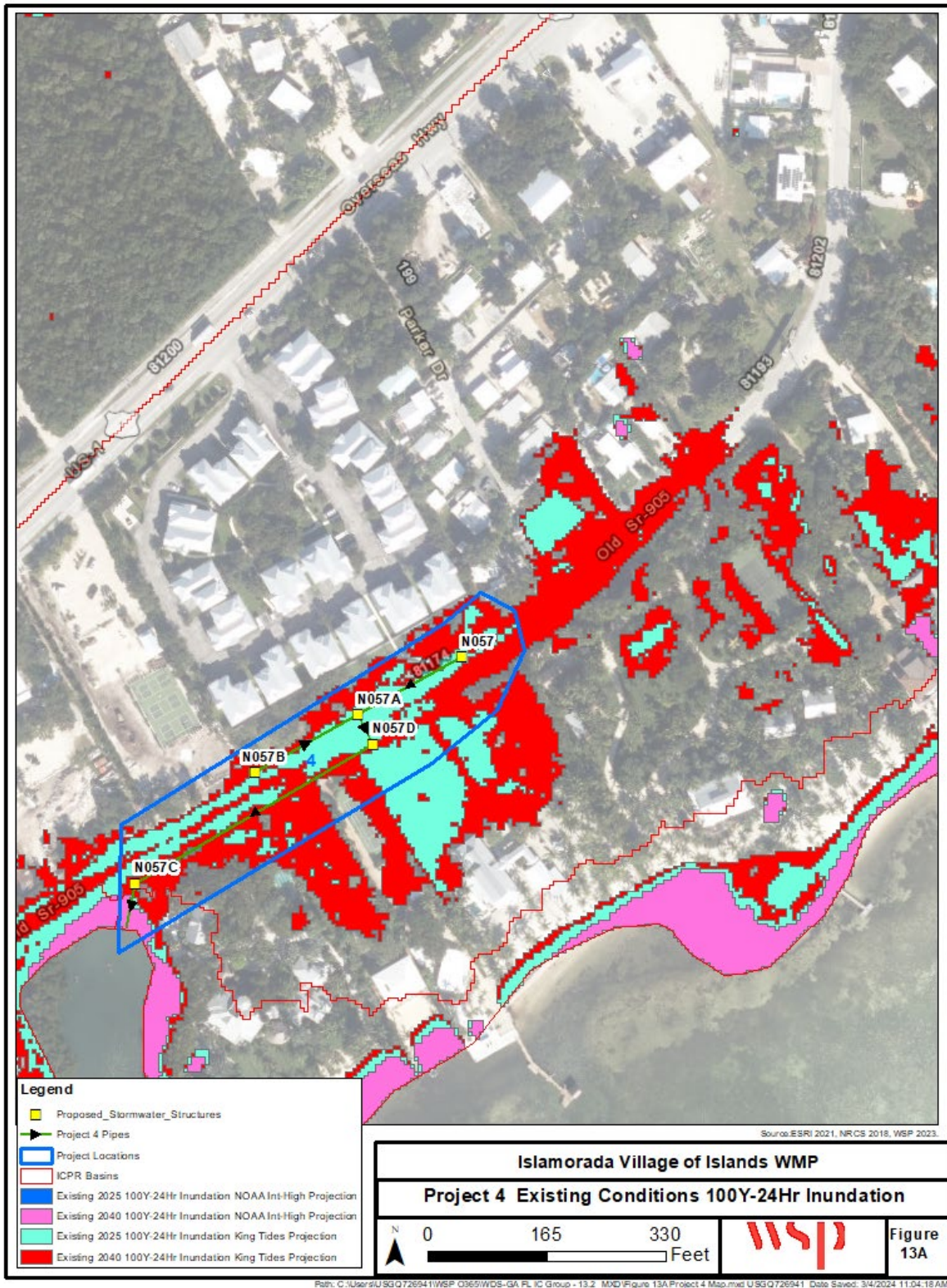




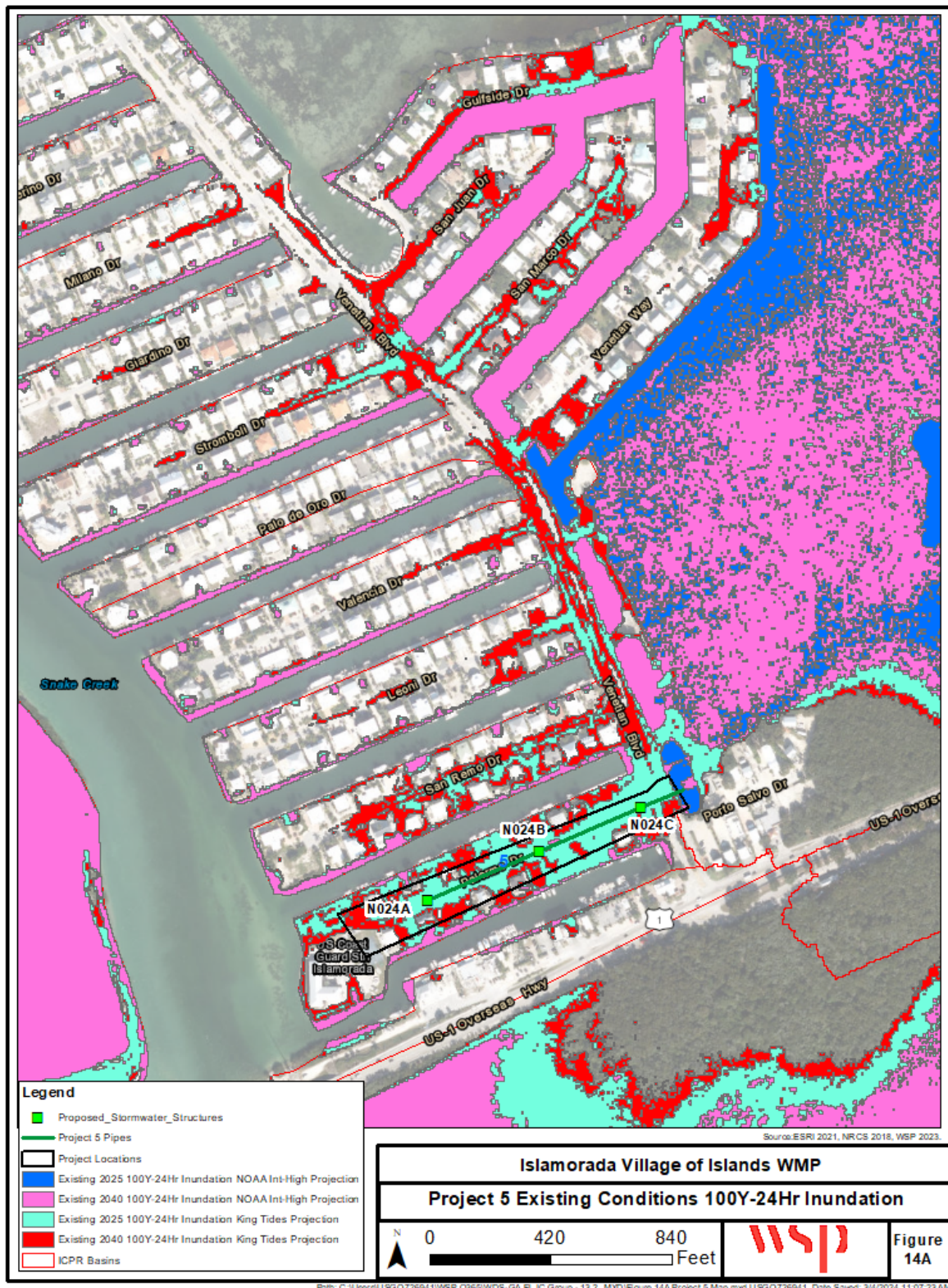






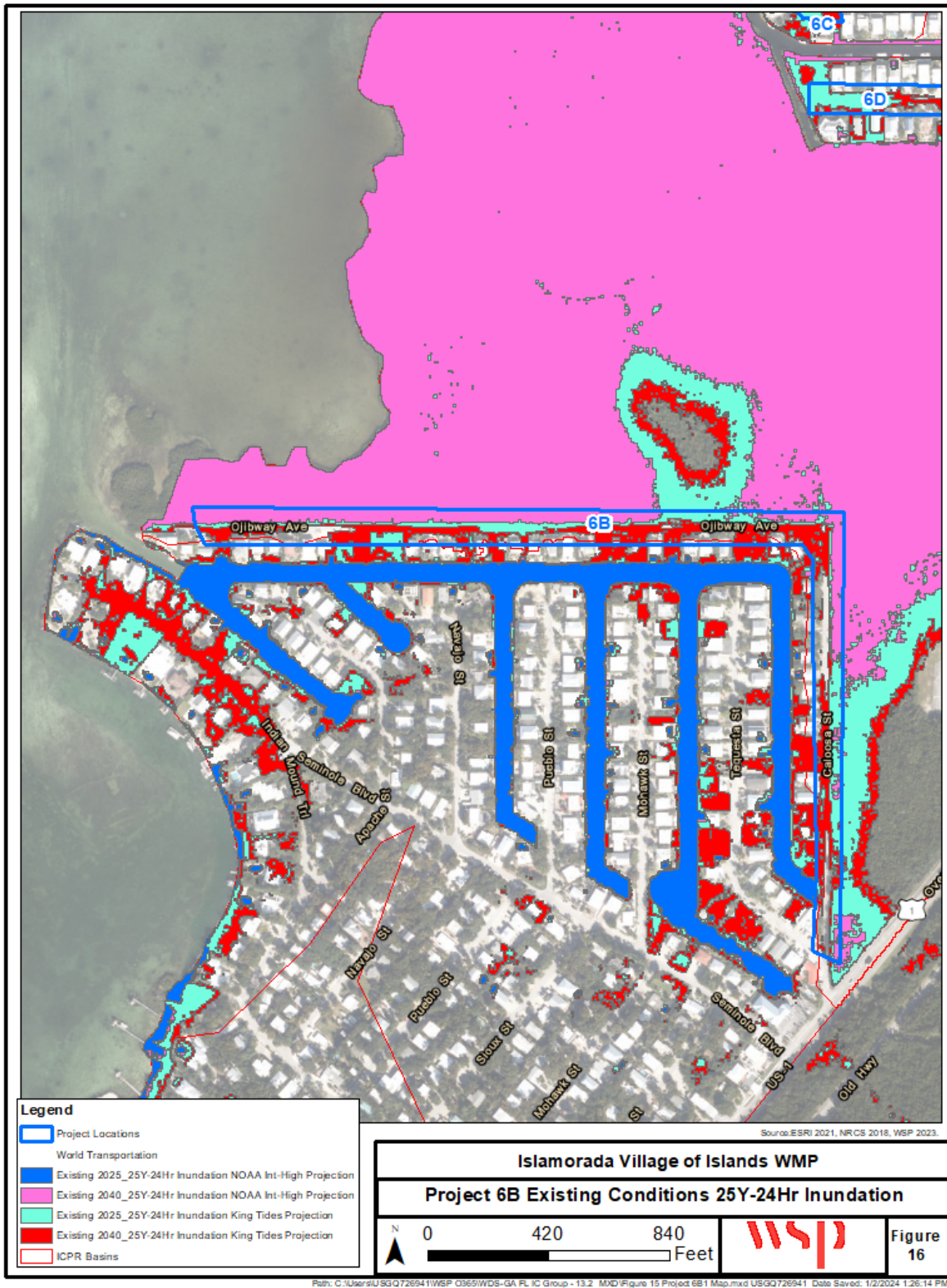


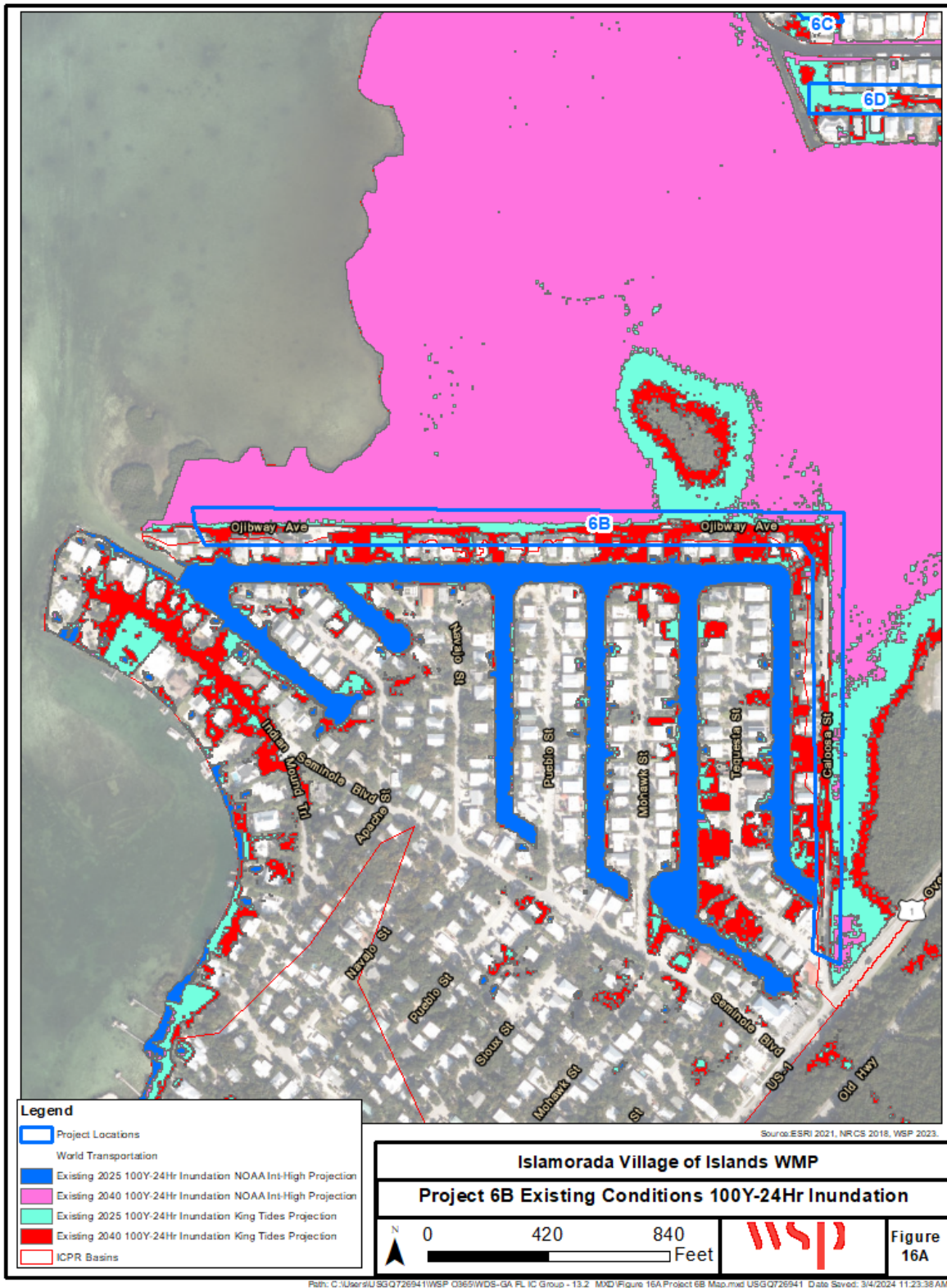












7. The community must adopt the final plan.

The community will adopt the final Watershed Management Plan by Resolution when it is completed and submitted to the Village Council.

8. If applicable, WMP plans more than 5 years old must be evaluated to ensure that they remain applicable to current conditions. For instance, are previous assumptions on hydrology, sea level rise and future land use still applicable.

This Section is not relevant because this is the first WMP for the Village.

IV. Jurisdiction Specific Comments for Task 1

Task 1.1: Data collection for structures – Islamorada, Village of Islands shall provide a list of critical assets, including regionally significant, to be evaluated for potential impacts by flooding and sea level rise including (but not limited to) transportation assets and evacuation routes; critical infrastructure; critical community and emergency facilities; and natural, cultural, and historical resources.

Please refer to Section xxx, page xxx of this Preliminary Project Plan outlining the work of the Vulnerability Assessment currently being conducted. The links within that section provide an accounting of all critical and regionally significant assets to be evaluated grouped according to asset class. All assets will be evaluated for the Vulnerability Assessment using ArcGIS according to Section 380.093(3), F.S. requirements.

Additionally, Islamorada, Village of Islands shall include an individualized assessment with updated structures from the 2019 Watershed Management Plan, and any additional field work and analysis stemming from the Countywide Roads and Stormwater Assessment (2022).

The 2019 Watershed Management Plan refers to Monroe County's previously approved and credited Watershed Management Plan. To the extent pertinent structure or analytical data would be relevant, it has been included with the Vulnerability Assessment and ICPR Model being developed for this Watershed Management Plan for Islamorada in 2023. Given that was a County plan, very little data has been extracted from that effort because this Watershed Management Plan for Islamorada 2023 is based on Islamorada-specific geographical boundaries, conditions, critical facilities and assets. The same holds true for the Countywide Roads and Stormwater Assessment (2022) because that effort focused on unincorporated County assets and structures, while this Watershed Management Plan for Islamorada 2023 focuses on Islamorada-specific structures, assets and data.

Tasks 1.2 and 1.3: Preliminary Flood Modeling and Project Plan – In addition to the above Minimum Criteria, Islamorada, Village of Islands shall align the Project Plan modeling effort with Section 380.093, F.S., and the approach for this assessment will include:

- 1) Mapping potential future regular tidal inundation from sea level rise, high tide flooding, and

This work has been conducted in the context of the Islamorada Vulnerability Assessment and the initial map series has been linked earlier in this Preliminary Project Plan. All scenarios have been listed previously. Tide gauge data and inundation levels have been coordinated between the Vulnerability Assessment

and ICPR modeling effort for this Watershed Management Plan for Islamorada 2023.

2) Map potential storm surge events to project multiple sea-level-adjusted designed storm events (at a minimum, the 100-year event).

This scenario was modeled as previously discussed.

Additionally, Islamorada, Village of Islands will clarify in writing which tasks and efforts have already been completed prior to contract execution. With the mapping efforts, Islamorada, Village of Islands shall provide the source and dates of data acquisition, locational accuracy, and map projection and coordinate system information of geospatial data.

V. References

E. Shahsi 2015, Menon's in Transmission Pipeline Calculations and Simulations Manual.

FDOT, 2023, FDOT Resilience Action Plan Appendix A (Project List).

Monroe County 2020, King Tide and Normal Wind Setup Analysis for Monroe County, Florida.

SJRWMD 1990, Procedure for Selection of SCS Peak Rate Factors for use in MSSW Permit Applications.

SJRWMD 2012, Chapter 3: Watershed Hydrology, Appendix 3.A.: Land Use Classification/Grouping from SJRWMD Technical Reports.

South Florida Water Management District 2022, Adoption of Future Extreme Rainfall Change Factors for Flood Resiliency Planning in South Florida.

VI. Appendix A: Article 6-III Flood plain Management Standards, Islamorada Code of Ordinances.

Sec 6-81 General

1. Title. These regulations shall be known as the Floodplain Management Ordinance of Islamorada, Village of Islands, hereinafter referred to as “this article.”
2. Scope. The provisions of this article shall apply to all development that is wholly within or partially within any flood hazard area, including but not limited to the subdivision of land; filling, grading, and other site improvements and utility installations; construction, alteration, remodeling, enlargement, improvement, replacement, repair, relocation or demolition of buildings, structures, and facilities that are exempt from the Florida Building Code; placement, installation, or replacement of manufactured homes and manufactured buildings; installation or replacement of tanks; placement of recreational vehicles; installation of swimming pools; and any other development.
3. Intent. The purposes of this article and the flood load and flood resistant construction requirements of the Florida Building Code are to establish minimum requirements to safeguard the public health, safety, and general welfare and to minimize public and private losses due to flooding through regulation of development in flood hazard areas to:
 1. Minimize unnecessary disruption of commerce, access and public service during times of flooding;
 2. Require the use of appropriate construction practices in order to prevent or minimize future flood damage;
 3. Manage filling, grading, dredging, mining, paving, excavation, drilling operations, storage of equipment or materials, and other development which may increase flood damage or erosion potential;
 4. Manage the alteration of flood hazard areas and shorelines to minimize the impact of development on the natural and beneficial functions of the floodplain;
 5. Minimize damage to public and private facilities and utilities;
 6. Help maintain a stable tax base by providing for the sound use and development of flood hazard areas;
 7. Minimize the need for future expenditure of public funds for flood control projects and response to and recovery from flood events; and
 8. Meet the requirements of the National Flood Insurance Program for community participation as set forth in Title 44 Code of Federal Regulations, Section 59.22.
4. Coordination with the Florida Building Code. This article is intended to be administered and enforced in conjunction with the Florida Building Code. Where cited, ASCE 24 refers to the edition of the standard that is referenced by the Florida Building Code.
5. Warning. The degree of flood protection required by this article and the Florida Building Code, as amended by this community, is considered the minimum reasonable for regulatory purposes and is based on scientific and engineering considerations. Larger floods can and will occur. Flood heights may be increased by man-made or natural causes. This article does not imply that land outside of mapped special flood hazard areas, or that uses permitted within such flood hazard areas, will be free from flooding or flood damage.

The flood hazard areas and base flood elevations contained in the Flood Insurance Study and shown on Flood Insurance Rate Maps and the requirements of Title 44 Code of Federal Regulations, Sections 59 and 60 may be revised by the Federal Emergency Management Agency, requiring this community to revise these regulations to remain eligible for participation in the National Flood Insurance Program. No guaranty of vested use, existing use, or future use is implied or expressed by compliance with this article.

6. Disclaimer of Liability. This article shall not create liability on the part of Village Council of Islamorada, Village of Islands or by any officer or employee thereof for any flood damage that results from reliance on this article, or any administrative decision lawfully made thereunder.

Sec 6-82 Definitions

Unless otherwise expressly stated, the following words and terms shall, for the purposes of this article, have the meanings shown in this section. Where terms are not defined in this article and are defined in the Florida Building Code, such terms shall have the meanings ascribed to them in that code. Where terms are not defined in this article or the Florida Building Code, such terms shall have ordinarily accepted meanings such as the context implies.

Accessory structure. A structure that is located on the same parcel of property as the principal structure and the use of which is incidental to the use of the principal structure. Accessory structures should constitute a minimal initial investment, may not be used for human habitation, and must be designed to have minimal flood damage potential. For floodplain management purposes, the term includes only accessory structures used for parking and storage. Examples of accessory structures are detached garages, carports, storage sheds, pole barns, and hay sheds.

Appeal. A request for a review of the Floodplain Administrator's interpretation of any provision of this article. *ASCE 24.* A standard titled Flood Resistant Design and Construction that is referenced by the Florida Building Code. ASCE 24 is developed and published by the American Society of Civil Engineers, Reston, VA.

Base flood. A flood having a 1-percent chance of being equaled or exceeded in any given year. [Also defined in FBC, B, Section 202.] The base flood is commonly referred to as the "100 year flood" or the "1-percent-annual chance flood."

Base flood elevation (BFE). The elevation of the base flood, including wave height, relative to the National Geodetic Vertical Datum (NGVD), North American Vertical Datum (NAVD) or other datum specified on the Flood Insurance Rate Map (FIRM). [Also defined in FBC, B, Section 202.]

Basement. The portion of a building having its floor subgrade (below ground level) on all sides. [Also defined in FBC, B, Section 202; see "Basement (for flood loads)"]. *Coastal high hazard area.* A special flood hazard area extending from offshore to the inland limit of a primary frontal dune along an open coast and any other area subject to high velocity wave action from storms or seismic sources. Coastal high hazard areas are also referred to as "high hazard areas subject to high velocity wave action" or "V Zones" and are designated on Flood Insurance Rate Maps (FIRM) as Zone V1 V30, VE, or V.

Declaration of Land Restriction (Non-conversion Agreement). A form provided by the Floodplain Administrator to be signed by the owner and recorded on the property deed in Official Records of the Clerk of Courts, for the owner to agree not to convert or modify in any manner that is inconsistent with the terms of the building permit and these regulations, enclosures below elevated buildings.

Design flood. The flood associated with the greater of the following two areas: [Also defined in FBC, B, Section 202.]

1. Area with a floodplain subject to a 1-percent or greater chance of flooding in any year; or
2. Area designated as a flood hazard area on the community's flood hazard map, or otherwise legally designated.

Design flood elevation. The elevation of the "design flood," including wave height, relative to the datum specified on the community's legally designated flood hazard map. In areas designated as Zone AO, the design flood elevation shall be the elevation of the highest existing grade of the building's perimeter plus the depth number (in feet) specified on the flood hazard map. In areas designated as Zone AO where the depth number is not specified on the map, the depth number shall be taken as being equal to 2 feet. [Also defined in FBC, B, Section 202.]

Development. Any man-made change to improved or unimproved real estate, including but not limited to, buildings or other structures, tanks, temporary structures, temporary or permanent storage of equipment or materials, mining, dredging, filling, grading, paving, excavations, drilling operations or any other land disturbing activities.

Encroachment. The placement of fill, excavation, buildings, permanent structures, or other development into a flood hazard area which may impede or alter the flow capacity of riverine flood hazard areas.

Existing building and existing structure. Any buildings and structures for which the "start of construction" commenced before October 1, 1998. [Also defined in FBC, B, Section 202.]

Federal Emergency Management Agency (FEMA). The federal agency that, in addition to carrying out other functions, administers the National Flood Insurance Program.

Fill, nonstructural. Soil that is not structural fill and that is expected to wash away during a flood event.

Fill, structural. Material such as soil, gravel, or crushed stone that is placed and compacted to a specified density to provide structural support or protection to a structure.

Flood or flooding. A general and temporary condition of partial or complete inundation of normally dry land from: [Also defined in FBC, B, Section 202.]

1. The overflow of inland or tidal waters.
2. The unusual and rapid accumulation or runoff of surface waters from any source.

Flood damage-resistant materials. Any construction material capable of withstanding direct and prolonged contact with floodwaters without sustaining any damage that requires more than cosmetic repair. [Also defined in FBC, B, Section 202.]

Flood hazard area. The greater of the following two areas: [Also defined in FBC, B, Section 202.]

1. The area within a floodplain is subject to a 1-percent or greater chance of flooding in any year.
2. The area designated as a flood hazard area on the community's flood hazard map, or otherwise legally designated.

Flood Insurance Rate Map (FIRM). The official map of the community on which the Federal Emergency Management Agency has delineated both special flood hazard areas and the risk premium zones applicable to the community. [Also defined in FBC, B, Section 202.]

Flood Insurance Study (FIS). The official report provided by the Federal Emergency Management Agency that contains the Flood Insurance Rate Map, the Flood Boundary and Floodway Map (if applicable), the water surface elevations of the base flood, and supporting technical data. [Also defined in FBC, B, Section 202.].

Floodplain Administrator. The office or position designated and charged with the administration and enforcement of this article (may be referred to as the Floodplain Manager).

Florida Building Code. The family of codes adopted by the Florida Building Commission, including Florida Building Code, Building; Florida Building Code, Residential; Florida Building Code, Existing Building; Florida Building Code, Mechanical; Florida Building Code, Plumbing; Florida Building Code, Fuel Gas, National Electric Code, (NFPA 70)

Functionally dependent use. A use which cannot perform its intended purpose unless it is located or carried out in close proximity to water, including only docking facilities, port facilities that are necessary for the loading and unloading of cargo or passengers, and ship building and ship repair facilities; the term does not include long term storage or related manufacturing facilities.

Highest adjacent grade. The highest natural elevation of the ground surface prior to construction next to the proposed walls or foundation of a structure.

Historic structure. Any structure that is determined eligible for the exception to the flood hazard area requirements of the Florida Building Code, Existing Building, Chapter 12 Historic Buildings.

In-ground. Placed fully into the ground such that the top edge or top surface of a pool or other feature that is in the ground is flush with pre-construction grade. Installation where a small portion of the pool or other feature extends above the pre-construction grade is not in-ground.

Letter of Map Change (LOMC). An official determination issued by FEMA that amends or revises an effective Flood Insurance Rate Map or Flood Insurance Study. Letters of Map Change include:

1. Letter of Map Amendment (LOMA): An amendment based on technical data showing that a property was incorrectly included in a designated special flood hazard area. A LOMA amends the current effective Flood Insurance Rate Map and establishes that a specific property, portion of a property, or structure is not located in a special flood hazard area.
2. Letter of Map Revision (LOMR): A revision based on technical data that may show changes to flood zones, flood elevations, special flood hazard area boundaries and floodway delineations, and other planimetric features.
3. Letter of Map Revision Based on Fill (LOMR-F): A determination that a structure or parcel of land has been elevated by fill above the base flood elevation and is, therefore, no longer located within the special flood hazard area. In order to qualify for this determination, the fill must have been permitted and placed in accordance with the community's floodplain management regulations.
4. Conditional Letter of Map Revision (CLOMR): A formal review and comment as to whether a proposed flood protection project or other project complies with the minimum NFIP requirements for such projects with respect to delineation of special flood hazard areas. A CLOMR does not revise the effective Flood Insurance Rate Map or Flood Insurance Study; upon submission and approval of certified as-built documentation, a Letter of Map Revision may be issued by FEMA to revise the effective FIRM.

Light-duty truck. As defined in 40 C.F.R. 86.082-2, any motor vehicle rated at 8,500 pounds Gross Vehicular Weight Rating or less which has a vehicular curb weight of 6,000 pounds or less and which has a basic vehicle frontal area of 45 square feet or less, which is:

1. Designed primarily for purposes of transportation of property or is a derivation of such a vehicle, or
2. Designed primarily for transportation of persons and has a capacity of more than 12 persons; or
3. Available with special features enabling off-street or off-highway operation and use.

Lowest floor. The lowest floor of the lowest enclosed area of a building or structure, including the basement, but excluding any unfinished or flood-resistant enclosure, other than a basement, usable solely for vehicle parking, building access, or limited storage provided that such enclosure is not built so as to render the structure in violation of the non-elevation requirements of the Florida Building Code or ASCE 24. [Also defined in FBC, B, Section 202.]

Manufactured home. A structure, transportable in one or more sections, which is eight (8) feet or more in width and greater than four hundred (400) square feet, and which is built on a permanent, integral chassis and is designed for use with or without a permanent foundation when attached to the required utilities. The term "manufactured home" does not include a "recreational vehicle" or "park trailer." [Also defined in 15C-1.0101, F.A.C.]

Manufactured home park or subdivision. A parcel (or contiguous parcels) of land divided into two or more manufactured home lots for rent or sale.

Market value. The value of a building or structure, excluding the land and other improvements on the parcel. Market value is the Actual Cash Value (like-kind replacement cost depreciated for age, wear and tear, neglect, and quality of construction) determined by a qualified independent appraiser or the County Property Appraiser's value of the structure adjusted to approximate market value by a factor provided by the County Property Assessor.

Natural Grade The grade unaffected by construction techniques such as fill, landscaping or berming.

New construction. For the purposes of administration of this article and the flood resistant construction requirements of the Florida Building Code, structures for which the "start of construction" commenced on or after October 1, 1998 and includes any subsequent improvements to such structures.

Park trailer. A transportable unit which has a body width not exceeding fourteen (14) feet and which is built on a single chassis and is designed to provide seasonal or temporary living quarters when connected to utilities necessary for operation of installed fixtures and appliances. [Defined in section 320.01, F.S.]

Real Estate Numbers. (RE List) Real state numbers of parcels that are within the SFAMs identified by the U.S. Fish and Wildlife Service (Service) in accordance with the Biological Opinion dated April 30, 2010. *Recreational vehicle.* A vehicle, including a park trailer, which is: [See section 320.01, F.S.)

1. Built on a single chassis;
2. Four hundred (400) square feet or less when measured at the largest horizontal projection;
3. Designed to be self propelled or permanently towable by a light duty truck; and
4. Designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use.

Sand dunes. Naturally occurring accumulations of sand in ridges or mounds landward of the beach.

Special flood hazard area. An area in the floodplain subject to a 1 percent or greater chance of flooding in any given year. Special flood hazard areas are shown on FIRMs as Zone A, AO, A1 A30, AE, A99, AH, V1 V30, VE or V. [Also defined in FBC, B Section 202.]

Species Focus Area Maps (SFAMs). Identified by the U.S. Fish and Wildlife Service (Service) in accordance with the Biological Opinion dated April 30, 2010. *Start of construction.* Start of construction includes substantial improvement, and means the date the building permit was issued, provided the actual start of construction, repair, reconstruction, rehabilitation, addition placement, or other improvement was within 180 days of the permit date. The actual start means either the first placement of permanent construction of a structure on a site, such as the pouring of slab or footings, the installation of piles, the construction of columns, or any work beyond the stage of excavation; or the placement of a manufactured home on a foundation. Permanent

construction does not include land preparation, such as clearing, grading, and filling, nor does it include the installation of streets and/or walkways; nor does it include excavation for a basement, footings, piers, or foundations or the erection of temporary forms; nor does it include the installation on the property of accessory buildings, such as garages or sheds not occupied as dwelling units or not part of the main structure. For a substantial improvement, the actual start of construction means the first alteration of any wall, ceiling, floor, or other structural part of a building, whether or not that alteration affects the external dimensions of the building. [Also defined in FBC, B Section 202.]

Substantial damage. Damage of any origin sustained by a building or structure whereby the cost of restoring the building or structure to its before-damaged condition would equal or exceed 50 percent of the market value of the building or structure before the damage occurred. [Also defined in FBC, B Section 202.]

Substantial improvement. Any repair, reconstruction, rehabilitation, alteration, addition, or other improvement of a building or structure, the cost of which equals or exceeds 50 percent of the market value of the building or structure before the improvement or repair is started. If the structure has incurred "substantial damage," any repairs are considered substantial improvement regardless of the actual repair work performed. The term does not, however, include either: [Also defined in FBC, B, Section 202.].

1. Any project for improvement of a building required to correct existing health, sanitary, or safety code violations identified by the building official and that are the minimum necessary to assure safe living conditions.
2. Any alteration of a historic structure provided the alteration will not preclude the structure's continued designation as a historic structure.

Variance. A grant of relief from the requirements of this article, or the flood resistant construction requirements of the Florida Building Code, which permits construction in a manner that would not otherwise be permitted by this article or the Florida Building Code.

Sec 6-83 Applicability

1. General. Where there is a conflict between a general requirement and a specific requirement, the specific requirement shall be applicable.
2. Areas to which this article applies. This article shall apply to all flood hazard areas within the Islamorada, Village of Islands, as established in Section 6-83(c) of this article.
3. Basis for establishing flood hazard areas and the Species Focus Area Maps and Real Estate Numbers.
 1. The Flood Insurance Study for Monroe County, Florida and incorporated areas dated February 18, 2005, and all subsequent amendments and revisions, and the accompanying Flood Insurance Rate Maps (FIRM), and all subsequent amendments and revisions to such maps, are adopted by reference as a part of this article and shall serve as the minimum basis for establishing flood hazard

areas. Studies and maps that establish flood hazard areas are on file at the Village Planning and Development Services Department.

2. The Species Focus Area Maps (SFAMs) and the Real Estate numbers of parcels (RE List) that are within the SFAMs identified by the U.S. Fish and Wildlife Service in accordance with the Biological Opinion, dated April 30, 2010, as amended, for the Village, and any subsequent revisions there to, are hereby declared to be a part of this article. The SFAMs and RE list are on file at the Village Planning and Development Services Department and on the Village webpage.
4. Submission of additional data to establish flood hazard areas. To establish flood hazard areas and base flood elevations, pursuant to Section 6-87 of this article the Floodplain Administrator may require submission of additional data. Where field surveyed topography prepared by a Florida licensed professional surveyor or digital topography accepted by the community indicates that ground elevations:
 1. Are below the closest applicable base flood elevation, even in areas not delineated as a special flood hazard area on a FIRM, the area shall be considered as flood hazard area and subject to the requirements of this article and, as applicable, the requirements of the Florida Building Code.
 2. Are above the closest applicable base flood elevation, the area shall be regulated as special flood hazard area unless the applicant obtains a Letter of Map Change that removes the area from the special flood hazard area.
5. Other laws. The provisions of this article shall not be deemed to nullify any provisions of local, state or federal law.
6. Abrogation and greater restrictions. This article supersedes any ordinance in effect for management of development in flood hazard areas. However, it is not intended to repeal or abrogate any existing ordinances including but not limited to land development regulations, zoning ordinances, stormwater management regulations, or the Florida Building Code. In the event of a conflict between this article and any other ordinance, the more restrictive shall govern. This article shall not impair any deed restriction, covenant, or easement, but any land that is subject to such interests shall also be governed by this article.
7. Interpretation. In the interpretation and application of this article, all provisions shall be:
 1. Considered as minimum requirements;
 2. Liberally construed in favor of the governing body; and
 3. Deemed neither to limit nor repeal any other powers granted under state statutes.

Sec 6-84 Duties And Powers Of The Floodplain Administrator

1. Designation. The Village Manager is the designated the Floodplain Administrator. The Floodplain Administrator may delegate performance of certain duties to other employees.
2. General. The Floodplain Administrator is authorized and directed to administer and enforce the provisions of this article. The Floodplain Administrator shall have the authority to render interpretations of this article consistent with the intent and purpose of this article and may establish policies and procedures in order to clarify the application of its provisions. Such interpretations, policies, and procedures shall not have the effect of

waiving requirements specifically provided in this article without the granting of a variance pursuant to Section 6-89 of this article.

3. Applications and permits. The Floodplain Administrator, in coordination with other pertinent offices of the community, shall:
 1. Review applications and plans to determine whether proposed new development will be located in flood hazard areas;
 2. Review applications for modification of any existing development in flood hazard areas for compliance with the requirements of this article;
 3. Interpret flood hazard area boundaries where such interpretation is necessary to determine the exact location of boundaries; a person contesting the determination shall have the opportunity to appeal the interpretation;
 4. Provide available flood elevation and flood hazard information;
 5. Determine whether additional flood hazard data shall be obtained from other sources or shall be developed by an applicant;
 6. Review applications to determine whether proposed development will be reasonably safe from flooding;
 7. Issue building permits or approvals for development other than buildings and structures that are subject to the Florida Building Code, including buildings, structures and facilities exempt from the Florida Building Code, when compliance with this article is demonstrated, or disapprove the same in the event of noncompliance; and
 8. Coordinate with and provide comments to the Building Official to assure that applications, plan reviews, and inspections for buildings and structures in flood hazard areas comply with the applicable provisions of this article.
4. Substantial improvement and substantial damage determinations. For applications for building permits to improve buildings and structures, including alterations, movement, enlargement, replacement, repair, change of occupancy, additions, rehabilitations, renovations, substantial improvements, repairs of substantial damage, and any other improvement of or work on such buildings and structures, the Floodplain Administrator, in coordination with the Building Official, shall:
 1. Estimate the market value, or require the applicant to obtain an appraisal of the market value prepared by a qualified independent appraiser, of the building or structure before the start of construction of the proposed work; in the case of repair, the market value of the building or structure shall be the market value before the damage occurred and before any repairs are made;
 2. Compare the cost to perform the improvement, the cost to repair a damaged building to its pre-damaged condition, or the combined costs of improvements and repairs, if applicable, to the market value of the building or structure;
 3. Determine and document whether the proposed work constitutes substantial improvement or repair of substantial damage; for proposed work to repair damage caused by flooding, the determination requires evaluation of previous permits issued to repair flood-related damage as specified in the definition of “substantial damage”; and

4. Notify the applicant if it is determined that the work constitutes substantial improvement or repair of substantial damage and that compliance with the flood resistant construction requirements of the Florida Building Code and this article is required.
5. Modifications of the strict application of the requirements of the Florida Building Code. The Floodplain Administrator shall review requests submitted to the Building Official that seek approval to modify the strict application of the flood load and flood resistant construction requirements of the Florida Building Code to determine whether such requests require the granting of a variance pursuant to Section 6-89 of this article.
6. Notices and orders. The Floodplain Administrator shall coordinate with appropriate local agencies for the issuance of all necessary notices or orders to ensure compliance with this article.
7. Inspections. The Floodplain Administrator shall make the required inspections as specified in Section 6-88 of this article for development that is not subject to the Florida Building Code, including buildings, structures and facilities exempt from the Florida Building Code. The Floodplain Administrator shall inspect flood hazard areas to determine if development is undertaken without issuance of a permit.
8. Other duties of the Floodplain Administrator. The Floodplain Administrator shall have other duties, including but not limited to:
 1. Establish, in coordination with the Building Official, procedures for administering and documenting determinations of substantial improvement and substantial damage made pursuant to Section 6-84(d) of this article;
 2. Require applicants who submit hydrologic and hydraulic engineering analyses to support permit applications to submit to FEMA the data and information necessary to maintain the Flood Insurance Rate Maps if the analyses propose to change base flood elevations, or flood hazard area boundaries; such submissions shall be made within 6 months of such data becoming available;
 3. Review required design certifications and documentation of elevations specified by this article and the Florida Building Code to determine that such certifications and documentations are complete;
 4. Notify the Federal Emergency Management Agency when the corporate boundaries of Islamorada, Village of Islands are modified; and
 5. Advise applicants for new buildings and structures, including substantial improvements, that are located in any unit of the Coastal Barrier Resources System established by the Coastal Barrier Resources Act (Pub. L. 97-348) and the Coastal Barrier Improvement Act of 1990 (Pub. L. 101-591) that federal flood insurance is not available on such construction; areas subject to this limitation are identified on Flood Insurance Rate Maps as "Coastal Barrier Resource System Areas" and "Otherwise Protected Areas."
9. Floodplain management records. Regardless of any limitation on the period required for retention of public records, the Floodplain Administrator shall maintain and permanently keep and make available for public inspection all records that are necessary for the administration of this article and the flood resistant construction requirements of the Florida Building Code, including Flood Insurance Rate Maps; Letters of Map Change;

records of issuance of permits and denial of permits; determinations of whether proposed work constitutes substantial improvement or repair of substantial damage; required design certifications and documentation of elevations specified by the Florida Building Code and this article; documentation related to appeals and variances, including justification for issuance or denial; and records of enforcement actions taken pursuant to this article and the flood resistant construction requirements of the Florida Building Code. These records shall be available for public inspection at the Village Planning and Development Services Department.

Sec 6-85 Permits

1. Permits required. Any owner or owner's authorized agent (hereinafter "applicant") who intends to undertake any development activity within the scope of this article, including buildings, structures and facilities exempt from the Florida Building Code, which is wholly within or partially within any flood hazard area shall first make application to the Floodplain Administrator, and the Building Official if applicable, and shall obtain the required permit(s) and approval(s). No such permit or approval shall be issued until compliance with the requirements of this article and all other applicable codes and regulations has been satisfied.
2. Buildings, structures and facilities exempt from the Florida Building Code. Pursuant to the requirements of federal regulation for participation in the National Flood Insurance Program (44 C.F.R. Sections 59 and 60), building permits or approvals shall be required for the following buildings, structures and facilities that are exempt from the Florida Building Code and any further exemptions provided by law, which are subject to the requirements of this article:
 1. Railroads and ancillary facilities associated with the railroad.
 2. Nonresidential farm buildings on farms, as provided in section 604.50, F.S.
 3. Temporary buildings or sheds used exclusively for construction purposes.
 4. Mobile or modular structures used as temporary offices.
 5. Those structures or facilities of electric utilities, as defined in section 366.02, F.S., which are directly involved in the generation, transmission, or distribution of electricity.
 6. Chickees constructed by the Miccosukee Tribe of Indians of Florida or the Seminole Tribe of Florida. As used in this paragraph, the term "chickee" means an open-sided wooden hut that has a thatched roof of palm or palmetto or other traditional materials, and that does not incorporate any electrical, plumbing, or other non-wood features.
 7. Family mausoleums not exceeding 250 square feet in area which are prefabricated and assembled on site or preassembled and delivered on site and have walls, roofs, and a floor constructed of granite, marble, or reinforced concrete.
 8. Temporary housing provided by the Department of Corrections to any prisoner in the state correctional system.
 9. Structures identified in section 553.73(10)(k), F.S., are not exempt from the Florida Building Code if such structures are located in flood hazard areas established on Flood Insurance Rate Maps.

3. Application for a permit or approval. To obtain a building permit or approval the applicant shall first file an application in writing on a form furnished by the community. The information provided shall:
 1. Identify and describe the development to be covered by the permit or approval.
 2. Describe the land on which the proposed development is to be conducted by legal description, street address or similar description that will readily identify and definitively locate the site.
 3. Indicate the use and occupancy for which the proposed development is intended.
 4. Be accompanied by a site plan or construction documents as specified in Section 6-87 of this article.
 5. State the valuation of the proposed work.
 6. Be signed by the applicant or the applicant's authorized agent.
 7. Give such other data and information as required by the Floodplain Administrator.
 8. For projects proposing to enclose areas under elevated buildings, include signed Declaration of Land Restriction (Nonconversion Agreement); the agreement shall be recorded on the property deed prior to issuance of the Certificate of Occupancy.
4. Validity of permit or approval. The issuance of a building permit or approval pursuant to this article shall not be construed to be a permit for, or approval of, any violation of this article, the Florida Building Codes, or any other ordinance of this community. The issuance of permits based on submitted applications, construction documents, and information shall not prevent the Floodplain Administrator from requiring the correction of errors and omissions.
5. Expiration. A building permit or approval shall become invalid unless the work authorized by such permit is commenced within 180 days after its issuance, or if the work authorized is suspended or abandoned for a period of 180 days after the work commences. Extensions for periods of not more than 180 days each shall be requested in writing and justifiable cause shall be demonstrated.
6. Suspension or revocation. The Floodplain Administrator is authorized to suspend or revoke a building permit or approval if the permit was issued in error, on the basis of incorrect, inaccurate or incomplete information, or in violation of this article or any other ordinance, regulation or requirement of this community.
7. Other permits required. Building permits shall require applicants to obtain all applicable state or federal permits before commencement of the permitted development, including but not limited to the following:
 1. The South Florida Water Management District; section 373.036, F.S.
 2. Florida Department of Economic Opportunity, Chapter 380.05 F.S., Areas of Critical State Concern, and Chapter 553, Part IV, F.S., Florida Building Code.
 3. Florida Department of Health for onsite sewage treatment and disposal systems; section 381.0065, F.S. and Chapter 64E-6, F.A.C.
 4. Florida Department of Environmental Protection for activities subject to the Joint Coastal Permit; section 161.055, F.S.

5. Florida Department of Environmental Protection for activities that affect wetlands and alter surface water flows, in conjunction with the U.S. Army Corps of Engineers; Section 404 of the Clean Water Act.
6. U.S. Fish and Wildlife Service and the Florida Game and Fresh Water Fish Commission pertaining to Federally threatened and endangered species or their habitat.
7. Other Federal permits and approvals.

Sec 6-86 Protection Of Endangered Species

1. Applications with Determination of Unsuitable Habitat. Upon receipt of a building permit application for a property that is determined to be on the SFAMs and the RE list as containing unsuitable habitat, the Floodplain Administrator shall place a letter in the building permit file that indicates:
 1. The name of the Village official that made the determination;
 2. The date of the determination; and
 3. The date of the SFAM and RE list used to make the determination. Once the determination has been made, the Village may take action on the building permit application without further concern for Federally threatened and endangered species and their habitat.
2. Species Assessment Guides and Acceptance Form. The Species Assessment Guide for the Village provided by the U.S. Fish and Service (Service), dated December 23, 2011, and any subsequent revisions there to, is hereby declared to be a part of this article. The Species Assessment Guide is on file at the Village Planning and Development Services Department.
 1. The Village shall use the Species Assessment Guide to determine whether the applicant for a building permit application must seek technical assistance by the Service. For applications that require such assistance, the Village shall provide copies of the applications to the Service for review on a weekly basis.
 2. Based on the Service's technical assistance, Village shall condition the building permit to incorporate the Service's recommendations to avoid and/or to minimize possible impacts on Federally listed threatened and endangered species and their habitat.
 3. The Village shall maintain an Acceptance Form of the Service's recommendations in the permit file. The Acceptance Form shall be signed by the permit applicant and the building official.
 4. The Village shall use the Species Assessment Guides (SAGs) for properties that exist within the boundaries of a completed Habitat Conservation Plan and which are subject to the SFAMs. The Real Estate folio number list which accompanies the SFAMs will be utilized in combination to determine if a development permit application must be provided to the Service for technical assistance in order to meet the full requirements of the Endangered and Threatened sections of this section.

3. Avoiding Impacts on Federally Listed Species. All proposed development shall meet the conditions attached to building permits in accordance with Section 6-86(b) to avoid possible impacts to Federally threatened and endangered species and their habitat.

Sec 6-87 Site Plans And Construction Documents

1. Information for development in flood hazard areas. The site plan or construction documents for any development subject to the requirements of this article shall be drawn to scale and shall include, as applicable to the proposed development:
 1. Delineation of flood hazard areas and flood zone(s), base flood elevation(s), and ground elevations if necessary for review of the proposed development.
 2. Location of the proposed activity and proposed structures, and locations of existing buildings and structures; in coastal high hazard areas and Coastal A Zones, new buildings shall be located landward of the reach of mean high tide.
 3. Location, extent, amount, and proposed final grades of any filling, grading, or excavation.
 4. Where the placement of fill is proposed, the amount, type, and source of fill material; compaction specifications; a description of the intended purpose of the fill areas; and evidence that the proposed fill areas are the minimum necessary to achieve the intended purpose.
 5. Extent of any proposed alteration of sand dunes or mangrove stands, provided such alteration is approved by the Florida Department of Environmental Protection.

The Floodplain Administrator is authorized to waive the submission of site plans, construction documents, and other data that are required by this article but that are not required to be prepared by a registered design professional if it is found that the nature of the proposed development is such that the review of such submissions is not necessary to ascertain compliance with this article.
2. Additional analyses. When activities that alter sand dunes or mangrove stands are proposed in coastal high hazard areas (Zone V) and Coastal A Zones, the applicant shall submit an engineering analysis that demonstrates that the proposed alteration will not increase the potential for flood damage. The analysis shall be prepared, signed and sealed by a Florida licensed engineer for submission with the site plan and construction documents.
3. Submission of additional data. When additional hydrologic, hydraulic or other engineering data, studies, and additional analyses are submitted to support an application, the applicant has the right to seek a Letter of Map Change from FEMA to change the base flood elevations or change boundaries of flood hazard areas shown on FIRMs, and to submit such data to FEMA for such purposes. The analyses shall be prepared by a Florida licensed engineer in a format required by FEMA. Submittal requirements and processing fees shall be the responsibility of the applicant.

Sec 6-88 Inspections

1. General. Development for which a building permit or approval is required shall be subject to inspection.
2. Development other than buildings and structures. The Floodplain Administrator shall inspect all development to determine compliance with the requirements of this article and the conditions of issued building permits or approvals.
3. Buildings, structures and facilities exempt from the Florida Building Code. The Floodplain Administrator shall inspect buildings, structures and facilities exempt from the Florida Building Code to determine compliance with the requirements of this article and the conditions of issued building permits or approvals.
4. Buildings, structures and facilities exempt from the Florida Building Code, lowest floor inspection. Upon placement of the lowest floor, including basement, and prior to further vertical construction, the owner of a building, structure or facility exempt from the Florida Building Code, or the owner's authorized agent, shall submit to the Floodplain Administrator the certification of elevation of the lowest floor prepared and sealed by a Florida licensed professional surveyor.
5. Buildings, structures and facilities exempt from the Florida Building Code, final inspection. As part of the final inspection, the owner or owner's authorized agent shall submit to the Floodplain Administrator a final certification of elevation of the lowest floor or final documentation of the height of the lowest floor above the highest adjacent grade; such certifications and documentations shall be prepared as specified in Section 6-88(d) of this article.
6. Manufactured homes. The Floodplain Administrator shall inspect manufactured homes that are installed or replaced in flood hazard areas to determine compliance with the requirements of this article and the conditions of the issued permit. Upon placement of a manufactured home, certification of the elevation of the lowest floor shall be submitted to the Floodplain Administrator.

Sec 6-89 Variances And Appeals

1. The Village Council shall hear and decide on requests for appeals and requests for variances from the strict application of this article.
2. Appeals. The Village Council shall hear and decide appeals when it is alleged there is an error in any requirement, decision, or determination made by the Floodplain Administrator in the administration and enforcement of this article. Any person aggrieved by the decision may appeal such decision to the Circuit Court, as provided by Florida Statutes.
3. Limitations on authority to grant variances. The Village Council shall base its decisions on variances on technical justifications submitted by applicants, the considerations for issuance in Section 6-89(g) of this article, the conditions of issuance set forth in Section 6-89(h) of this article, and the comments and recommendations of the Floodplain Administrator and the Building Official. Variances shall not be granted after-the-fact. The Village Council has the right to attach such conditions as it deems necessary to further the purposes and objectives of this article.

4. Historic buildings. A variance is authorized to be issued for the repair, improvement, or rehabilitation of a historic building that is determined eligible for the exception to the flood resistant construction requirements of the Florida Building Code, Existing Building, Chapter 12 Historic Buildings, upon a determination that the proposed repair, improvement, or rehabilitation will not preclude the building's continued designation as a historic building and the variance is the minimum necessary to preserve the historic character and design of the building. If the proposed work precludes the building's continued designation as a historic building, a variance shall not be granted and the building and any repair, improvement, and rehabilitation shall be subject to the requirements of the Florida Building Code.
5. Functionally dependent uses. A variance is authorized to be issued for the construction or substantial improvement necessary for the conduct of a functionally dependent use, as defined in this article, and all due consideration has been given to use of methods and materials that minimize flood damage during occurrence of the base flood.
6. Certain at-grade accessory structures. A request for a variance is authorized to be heard and decided by the Director of Planning. For the construction or substantial improvement of at-grade accessory structures located in special flood hazard areas (zone A/AE) other than coastal high hazard areas that are larger than the size limits specified in Section 6-92(b), provided the requirements of this section are satisfied, the accessory structures are used only for parking or storage, and the accessory structures:
 1. Represent minimal investment and has low damage potential.
 2. Are one story and not larger than 1,200 square feet in size and have flood openings in accordance with Section R322.2 of the Florida Building Code, Residential.
 3. Are anchored to resist flotation, collapse or lateral movement resulting from flood loads.
 4. Have flood damage-resistant materials used below the base flood elevation plus one (1) foot.
 5. Have mechanical, plumbing and electrical systems, including plumbing fixtures, elevated to or above the base flood elevation plus one (1) foot.
7. Considerations for issuance of variances. In reviewing requests for variances, the Village Council shall consider all technical evaluations, all relevant factors, all other applicable provisions of the Florida Building Code, this article, and the following:
 1. The danger that materials and debris may be swept onto other lands resulting in further injury or damage;
 2. The danger to life and property due to flooding or erosion damage;
 3. The susceptibility of the proposed development, including contents, to flood damage and the effect of such damage on current and future owners;
 4. The importance of the services provided by the proposed development to the community;
 5. The availability of alternate locations for the proposed development that are subject to lower risk of flooding or erosion;
 6. The compatibility of the proposed development with existing and anticipated development;

7. The relationship of the proposed development to the comprehensive plan and floodplain management program for the area;
 8. The safety of access to the property in times of flooding for ordinary and emergency vehicles;
 9. The expected heights, velocity, duration, rate of rise and debris and sediment transport of the floodwaters and the effects of wave action, if applicable, expected at the site; and
 10. The costs of providing governmental services during and after flood conditions including maintenance and repair of public utilities and facilities such as sewer, gas, electrical and water systems, streets and bridges.
8. Conditions for issuance of variances. Variances shall be issued only upon:
1. Submission by the applicant, of a showing of good and sufficient cause that the unique characteristics of the size, configuration, or topography of the site limit compliance with any provision of this article or the required elevation standards;
 2. Determination by the Village Council that:
 1. Failure to grant the variance would result in exceptional hardship due to the physical characteristics of the land that render the lot undevelopable; increased costs to satisfy the requirements or inconvenience do not constitute hardship;
 2. The granting of a variance will not result in increased flood heights, additional threats to public safety, extraordinary public expense, nor create nuisances, cause fraud on or victimization of the public or conflict with existing local laws and ordinances; and
 3. The variance is the minimum necessary, considering the flood hazard, to afford relief;
 3. Receipt of a signed statement by the applicant that the variance, if granted, shall be recorded in the Office of the Clerk of the Court in such a manner that it appears in the chain of title of the affected parcel of land; and
 4. If the request is for a variance to allow construction of the lowest floor of a new building, or substantial improvement of a building, below the required elevation, a copy in the record of a written notice from the Floodplain Administrator to the applicant for the variance, specifying the difference between the base flood elevation and the proposed elevation of the lowest floor, stating that the cost of federal flood insurance will be commensurate with the increased risk resulting from the reduced floor elevation (up to amounts as high as \$25 for \$100 of insurance coverage), and stating that construction below the base flood elevation increases risks to life and property. A copy of the notice shall be recorded by the Floodplain Administrator in the Office of the Clerk of Court and shall be recorded in a manner so that it appears in the chain of title of the affected parcel of land. The fee for recording shall be collected at the time of application.

Sec 6-90 Violations

1. Violations. Any development that is not within the scope of the Florida Building Code but that is regulated by this article that is performed without an issued permit, that is in

conflict with an issued permit, or that does not fully comply with this article, shall be deemed a violation of this article. A building or structure without the documentation of elevation of the lowest floor, other required design certifications, or other evidence of compliance required by this article, or the Florida Building Code is presumed to be a violation until such time as that documentation is provided.

2. Authority. For development that is not within the scope of the Florida Building Code but that is regulated by this article and that is determined to be a violation, the Floodplain Administrator is authorized to serve notices of violation or stop work orders to owners of the property involved, to the owner's agent, or to the person or persons performing the work.
3. Unlawful continuance. Any person who shall continue any work after having been served with a notice of violation or a stop work order, except such work as that person is directed to perform to remove or remedy a violation or unsafe condition, shall be fined not more than \$500, and in addition, shall pay all costs and expenses involved in the case. Each day such violation continues shall be considered a separate offense.

Sec 6-91 Real Estate Disclosure; Flood Hazard Warning

All agreements for deed, purchase agreements, leases, or other contracts for sale or exchange of lots within areas of special flood hazard shall carry the following flood hazard warning prominently displayed on the document: FLOOD HAZARD WARNING THIS PROPERTY MAY BE SUBJECT TO FLOODING. YOU SHOULD CONTACT THE ISLAMORADA, VILLAGE OF ISLANDS, BUILDING SERVICES DEPARTMENT AND OBTAIN THE LATEST INFORMATION REGARDING FLOOD ELEVATIONS AND RESTRICTIONS ON DEVELOPMENT BEFORE MAKING USE OF THIS PROPERTY.

Sec 6-92 Buildings And Structures

1. Design and construction of buildings, structures and facilities exempt from the Florida Building Code. Pursuant to Section 6-85(b) of this article, buildings, structures, and facilities that are exempt from the Florida Building Code, including substantial improvement or repair of substantial damage of such buildings, structures and facilities, shall be designed and constructed in accordance with the flood load and flood resistant construction requirements of ASCE 24. Structures exempt from the Florida Building Code that are not walled and roofed buildings shall comply with the requirements of Section 6-94.4 of this article.
2. Non-elevated accessory structures. Accessory structures are permitted below elevations required by the Florida Building Code provided the accessory structures are used only for parking and storage and:
 1. If located in special flood hazard areas (Zone A/AE) other than coastal high hazard areas, are one-story and not larger than 600 sq. ft. and have flood openings in accordance with Section R322.2 of the Florida Building Code, Residential.
 2. If located in coastal high hazard areas (Zone V/VE), are not located below elevated buildings and are not larger than 100 sq. ft.
 3. Are anchored to resist flotation, collapse or lateral movement resulting from flood loads.

4. Have flood damage-resistant materials used below the base flood elevation plus one (1) foot.
5. Have mechanical, plumbing and electrical systems, including plumbing fixtures, elevated to or above the base flood elevation plus one (1) foot.

Sec 6-93 Subdivisions

1. Minimum requirements. Subdivision proposals, including proposals for manufactured home parks and subdivisions, shall be reviewed to determine that:
 1. Such proposals are consistent with the need to minimize flood damage and will be reasonably safe from flooding;
 2. All public utilities and facilities such as sewer, gas, electric, communications, and water systems are located and constructed to minimize or eliminate flood damage; and
 3. Adequate drainage is provided to reduce exposure to flood hazards; in Zones AH and AO, adequate drainage paths shall be provided to guide floodwaters around and away from proposed structures.
2. Subdivision plats. Where any portion of proposed subdivisions, including manufactured home parks and subdivisions, lies within a flood hazard area, the following shall be required:
 1. Delineation of flood hazard areas and flood zones, and design flood elevations, as appropriate, shall be shown on preliminary plats;
 2. Compliance with the site improvement and utilities requirements of Section 6-94 of this article.

Sec 6-94 Site Improvements, Utilities And Limitations

1. Minimum requirements. All proposed new development shall be reviewed to determine that:
 1. Such proposals are consistent with the need to minimize flood damage and will be reasonably safe from flooding;
 2. All public utilities and facilities such as sewer, gas, electric, communications, and water systems are located and constructed to minimize or eliminate flood damage; and
 3. Adequate drainage is provided to reduce exposure to flood hazards; in Zones AH and AO, adequate drainage paths shall be provided to guide floodwaters around and away from proposed structures.
2. Sanitary sewage facilities. All new and replacement sanitary sewage facilities, private sewage treatment plants (including all pumping stations and collector systems), and on-site waste disposal systems shall be designed in accordance with the standards for onsite sewage treatment and disposal systems in Chapter 64E-6, F.A.C. and ASCE 24 Chapter 7 to minimize or eliminate infiltration of floodwaters into the facilities and discharge from the facilities into flood waters, and impairment of the facilities and systems.
3. Water supply facilities. All new and replacement water supply facilities shall be designed in accordance with the water well construction standards in Chapter 62-532.500, F.A.C.

and ASCE 24 Chapter 7 to minimize or eliminate infiltration of floodwaters into the systems.

4. Limitations on placement of fill. Subject to the limitations of this article, fill shall be designed to be stable under conditions of flooding including rapid rise and rapid drawdown of floodwaters, prolonged inundation, and protection against flood-related erosion and scour. Fill shall not adversely impact adjacent properties as specified in Chapter 30, Article VII Environmental Regulations, Division 8 Stormwater Management. In addition to these requirements, if intended to support buildings and structures (Zone A only), fill shall comply with the requirements of the Florida Building Code.
5. Limitations on sites in coastal high hazard areas (Zone V) and Coastal A Zones. In coastal high hazard areas and Coastal A Zones, alteration of sand dunes and mangrove stands shall be permitted only if such alteration is approved by the Florida Department of Environmental Protection and only if the engineering analysis required by Section 6-87(b) of this article demonstrates that the proposed alteration will not increase the potential for flood damage. Construction or restoration of dunes under or around elevated buildings and structures shall comply with Section 6-94.4(e) of this article.

Sec 6-94.1 Manufactured Homes

1. General. All manufactured homes installed in flood hazard areas shall be installed by an installer that is licensed pursuant to Section 320.8249, F.S., and shall comply with the requirements of Chapter 15C-1, F.A.C. and the requirements of this article.
2. Foundations. All new manufactured homes and replacement manufactured homes installed in flood hazard areas shall be installed on permanent, reinforced foundations that:
 1. In flood hazard areas (Zone A) other than coastal high hazard areas and Coastal A Zones, are designed in accordance with the applicable foundation requirements of the Florida Building Code, Residential Section R322 and this article.
 2. In coastal high hazard areas (Zone V) and Coastal A Zones, are designed in accordance with the applicable foundation requirements of the Florida Building Code, Residential Section R322 and this article.
3. Anchoring. All new manufactured homes and replacement manufactured homes shall be installed using methods and practices which minimize flood damage and shall be securely anchored to an adequately anchored foundation system to resist flotation, collapse or lateral movement. Methods of anchoring include, but are not limited to, use of over-the-top or frame ties to ground anchors. This anchoring requirement is in addition to applicable state and local anchoring requirements for wind resistance.
4. Elevation requirement. All manufactured homes that are placed, replaced, or substantially improved shall be elevated such that the bottom of the frame is at or above the elevation required, as applicable to the flood hazard area, in the Florida Building Code, Residential Section R322.
5. Enclosures. Enclosed areas below elevated manufactured homes shall comply with the requirements of the Florida Building Code, Residential Section R322 for such enclosed areas, as applicable to the flood hazard area.

6. Utility equipment. Utility equipment that serves manufactured homes, including electric, heating, ventilation, plumbing, and air conditioning equipment and other service facilities, shall comply with the requirements of the Florida Building Code, Residential Section R322, as applicable to the flood hazard area.

Sec 6-94.2 Recreational Vehicles And Park Trailers

1. Temporary placement. Recreational vehicles and park trailers placed temporarily in flood hazard areas shall:
 1. Be on the site for fewer than 180 consecutive days; or
 2. Be fully licensed and ready for highway use, which means the recreational vehicle or park model is on wheels or jacking system, is attached to the site only by quick-disconnect type utilities and security devices, and has no permanent attachments such as additions, rooms, stairs, decks and porches.
2. Permanent placement. Recreational vehicles and park trailers that do not meet the limitations in Section 6-94.2(a) of this article for temporary placement shall meet the requirements of Section 6-94.1 of this article for manufactured homes.

Sec 6-94.3 Tanks

1. Underground tanks. Underground tanks in flood hazard areas shall be anchored to prevent flotation, collapse or lateral movement resulting from hydrodynamic and hydrostatic loads during conditions of the design flood, including the effects of buoyancy assuming the tank is empty.
2. Above-ground tanks, not elevated. Above-ground tanks that do not meet the elevation requirements of Section 6-94.3(c) of this article shall:
 1. Be permitted in flood hazard areas (Zone A) other than coastal high hazard areas and Coastal A Zones, provided the tanks are anchored or otherwise designed and constructed to prevent flotation, collapse or lateral movement resulting from hydrodynamic and hydrostatic loads during conditions of the design flood, including the effects of buoyancy assuming the tank is empty and the effects of flood-borne debris.
 2. Not be permitted in coastal high hazard areas (Zone V) and Coastal A Zones.
3. Above-ground tanks, elevated. Above-ground tanks in flood hazard areas shall be elevated to or above the design flood elevation and attached to a supporting structure that is designed to prevent flotation, collapse or lateral movement during conditions of the design flood. Tank-supporting structures shall meet the foundation requirements of the applicable flood hazard area.
4. Tank inlets and vents. Tank inlets, fill openings, outlets and vents shall be:
 1. At or above the design flood elevation or fitted with covers designed to prevent the inflow of floodwater or outflow of the contents of the tanks during conditions of the design flood; and
 2. Anchored to prevent lateral movement resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy, during conditions of the design flood.

Sec 6-94.4 Other Development

1. General requirements for other development. All development, including man-made changes to improved or unimproved real estate for which specific provisions are not specified in this article or the Florida Building Code, shall:
 1. Be located and constructed to minimize flood damage;
 2. Be anchored to prevent flotation, collapse or lateral movement resulting from hydrostatic loads, including the effects of buoyancy, during conditions of the design flood;
 3. Be constructed of flood damage-resistant materials; and
 4. Have mechanical, plumbing, and electrical systems above the design flood elevation or meet the requirements of ASCE 24, except that minimum electric service required to address life safety and electric code requirements is permitted below the design flood elevation provided it conforms to the provisions of the electrical part of building code for wet locations.
2. Concrete slabs used as parking pads, enclosure floors, landings, decks, walkways, patios and similar nonstructural uses in coastal high hazard areas (Zone V) and Coastal A Zones. In coastal high hazard areas and Coastal A Zones, concrete slabs used as parking pads, enclosure floors, landings, decks, walkways, patios and similar nonstructural uses are permitted beneath or adjacent to buildings and structures provided the concrete slabs are designed and constructed to be:
 1. Structurally independent of the foundation system of the building or structure; or
 2. Frangible and not reinforced, so as to minimize debris during flooding that is capable of causing significant damage to any structure; and have a maximum slab thickness of not more than four (4) inches.
3. Decks and patios in coastal high hazard areas (Zone V) and Coastal A Zones. In addition to the requirements of the Florida Building Code, in coastal high hazard areas and Coastal A Zones, decks and patios shall be located, designed, and constructed in compliance with the following:
 1. A deck that is structurally attached to a building or structure shall have the bottom of the lowest horizontal structural member at or above the design flood elevation and any supporting members that extend below the design flood elevation shall comply with the foundation requirements that apply to the building or structure, which shall be designed to accommodate any increased loads resulting from the attached deck.
 2. A deck or patio that is located below the design flood elevation shall be structurally independent from buildings or structures and their foundation systems, and shall be designed and constructed either to remain intact and in place during design flood conditions or to break apart into small pieces to minimize debris during flooding that is capable of causing structural damage to the building or structure or to adjacent buildings and structures.
 3. A deck or patio that has a vertical thickness of more than twelve (12) inches or that is constructed with more than the minimum amount of fill necessary for site drainage shall not be approved unless an analysis prepared by a qualified registered design professional demonstrates no harmful diversion of floodwaters

or wave runup and wave reflection that would increase damage to the building or structure or to adjacent buildings and structures.

4. A deck or patio that has a vertical thickness of twelve (12) inches or less and that is at natural grade or on nonstructural fill material that is similar to and compatible with local soils and is the minimum amount necessary for site drainage may be approved without requiring analysis of the impact on diversion of floodwaters or wave runup and wave reflection.
4. Other development in coastal high hazard areas (Zone V) and Coastal A Zones. In coastal high hazard areas and Coastal A Zones, development activities other than buildings and structures shall be permitted only if also authorized by the appropriate federal, state or local authority; if located outside the footprint of, and not structurally attached to, buildings and structures; and if analyses prepared by qualified registered design professionals demonstrate no harmful diversion of floodwaters or wave runup and wave reflection that would increase damage to adjacent buildings and structures. Such other development activities include but are not limited to:
 1. Bulkheads, seawalls, retaining walls, revetments, and similar erosion control structures;
 2. Solid fences and privacy walls, and fences prone to trapping debris, unless designed and constructed to fail under flood conditions less than the design flood or otherwise function to avoid obstruction of floodwaters; and
 3. On-site sewage treatment and disposal systems defined in 64E-6.002, F.A.C., as filled systems or mound systems.
5. Nonstructural fill in coastal high hazard areas (Zone V) and Coastal A Zones:
 1. Minor grading and the placement of minor quantities of nonstructural fill shall be permitted for landscaping and for drainage purposes under and around buildings.
 2. Fill shall not adversely impact nearby properties as specified in Chapter 30, Article VII Environmental Regulations, Division 8 Stormwater Management.
 3. Fill shall not exceed 2 feet above average grade.
 4. Nonstructural fill with finished slopes that are steeper than one unit vertical to five units horizontal shall be permitted only if an analysis prepared by a qualified registered design professional demonstrates no harmful diversion of floodwaters or wave runup and wave reflection that would increase damage to adjacent buildings and structures.
 5. Where authorized by the Florida Department of Environmental Protection or applicable local approval, sand dune construction and restoration of sand dunes under or around elevated buildings are permitted without additional engineering analysis or certification of the diversion of floodwater or wave runup and wave reflection if the scale and location of the dune work is consistent with local beach-dune morphology and the vertical clearance is maintained between the top of the sand dune and the lowest horizontal structural member of the building.

In-ground pools and other in-ground features in coastal high hazard areas (Zone V) and Coastal A Zones. Installations of pools and other features that are in the ground where a small portion of

the pool or other feature extends above the pre-construction grade is not in-ground. The placement of nonstructural fill to obscure portions that extend above that grade elevation is not permitted.



Council Communication

To: Mayor and Village Council
From: Jennifer DeBoisbriand , Planning Director
Date: August 7, 2024
SUBJECT: **Resolution Approving the Ranking, Recommendation and Agreement for RFP 24-10 Comprehensive Plan Update TAB 16**

Background:

The existing Comprehensive Plan was adopted in 2001. Since that time, the Village has grown significantly. The Village has exhausted all allocations for market rate housing and has not developed as much workforce/affordable housing as was initially intended and the amount of traffic within the Village has dramatically increased. The original Comprehensive Plan also did not consider sustainability/resiliency and climate change.

The objective of the Comprehensive Plan update is to provide the residential and business community of Islamorada, the Village Council, the Local Planning Agency, other advisory boards, and Village staff with a modernized, concise and engaging tool to guide the Village's decision-making and development over the next 20 years. At the same time, the Village is very interested in a complete update of the Plan's format to include an integration of organization and tools designed to encourage effective implementation, scheduled reviews, and frequent consultation as the roadmap for alignment of future Village initiatives and projects.

On April 9, 2024, the Village Council gave direction to seek proposals for professional consulting services to update the Comprehensive Plan.

Analysis:

The Village issued Request for Proposals ("RFP") 24-10 on May 29, 2024 to solicit proposals from qualified consultants and consulting firms to provide the services to Update the Village's Comprehensive Plan (the "Project").

RFP 24-10 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, on the Village's website, and on the American Planning Association website beginning May 29, 2024, through the submittal deadline of July 11, 2024. The RFP was also advertised through email distribution, posting on Facebook, and advertised in a local newspaper.

The Village received a total of five (5) proposals in response to RFP 24-10 by the submittal deadline. To evaluate the proposals, an Evaluation Committee (the "Committee") was established by the Village Manager. The evaluation committee was comprised of Planning Director Jennifer DeBoisbriand, Senior Environmental Planner Daniel Parobok, Human Resources Manager (former Planning & Zoning Technician) Jamie Terry, Floodplain/CRS Coordinator Megan Rumbaugh and Land Use Consultant Rebecca Jetton. The proposals

were reviewed and scored by the Evaluation Committee in a publicly noticed meeting on July 17, 2024. As no firms were eligible for local preference, a maximum of 100 points was available in the scoring system, for a total maximum score of 500 points from the five-member Committee.

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 approach to the project and proposed timeline for completion. For the Comprehensive Plan Update, the proposed project approach, the qualifications and expertise of project team members, project timeline, and proposed community engagement approach were especially significant in the evaluation process.

The Committee ranked the proposals as follows utilizing the criteria and point system set forth in the RFP.

Rank	Proposer Name	Points	Cost Proposal
1	Inspire Placemaking Collective, Inc.	441	\$ 97,685.00 \$ 117,896.00 with optional Task 4
2	Calvin, Giordano & Associates, Inc.	440	\$ 151,630.00
3	Able City East, LLC.	437	\$ 225,000.00
4	Chen Moore Associates	441	\$150,000.00
option 1			\$ 170,000.00
option 2			
5	The Corradino Group	419	\$139,520.00

Adoption of the proposed Resolution would approve the ranking of the RFP 24-10 Evaluation Committee, approve the recommended selection of Inspire Placemaking Collective, Inc. ("Inspire") to complete the Comprehensive Plan Update and authorize the Village Manager to enter into an Agreement with Inspire to complete the Project. The proposal from Inspire is provided as Exhibit "A" to the Form of Agreement attached to the proposed resolution. A link to all the proposals is here: <https://bit.ly/IVOIProposals>

Staff recommends including Inspire's optional Task 4 to provide services through the adoption of the Comprehensive Plan. Adoption of the proposed Resolution would approve the inclusion of optional Task 4.

Budget Impact:

The proposed cost for the Project is \$117,896.00. The project costs would be the Planning & Development Services Department Professional Services expenditures account from the General Fund. The proposed FY 2024-2025 Budget will include \$117,896.00 for the Project. The revenue source for this project is revenue from ad valorem property taxes.

Staff Impact:

The Planning Director would oversee project services and assist with the coordination and scheduling individual and community meetings during the process.

Recommendation:

It is recommended that the Village Council adopt the proposed resolution thereby approving the recommended selection of Inspire for the Project, authorizing the Village Manager to enter

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

- Attachments:**
1. committee-scoring sheets-RFP24-10
 2. Resolution - Comp Plan Update Rank and Agrmt
 3. Exhibit_1_Proposed Professional Services Agreement COMP PLAN
REWRITE

Evaluator:
Date:

Jennifer DeBoisbriand
7/17/2024

**ISLAMORADA, VILLAGE OF ISLANDS
RFP 24-10 COMPREHENSIVE PLAN UPDATE**

Proposal Scoring Sheet

Evaluators are directed to score every proposal for each criterion based upon their unbiased evaluation of the proposal materials. Evaluators are reminded of their signed confirmation of no conflict of interest and commitment to provide an objective review of all proposals and unbiased evaluation and scoring.

<i>Proposer</i>	Able City East LLC	Calvin, Giordano & Assoc., Inc.	CMA	Inspire Placemaking Collective, Inc.	The Corradino Group
<i>Criteria</i>					
Company Overview (0 - 10 points)	10	10	10	8	8
Project Staffing (0-15 points)	8 ^{Subs}	10 ^{Sub}	7 ^{Erin Deady}	6 ^{no climate change}	6 ^{Past experience}
Project Approach (0-20 points)	20	18	18	20	18
Cost (0-20 points)	15 ^{Includes zoning}	17	15	17	17
Timeline (0 - 15 points)	15	12	12	15	15
Similar Projects (0-15 points)	12	10	15	15	12
References (0 - 5 points)	5	4	5	5	5
SUBTOTAL: Max 100 points	85	81	82	86	75 81
Local Preference 5 points					
TOTAL: Maximum 105 points					

Evaluator:
Date:

Rebecca Jett
7/17/2024

**ISLAMORADA, VILLAGE OF ISLANDS
RFP 24-10 COMPREHENSIVE PLAN UPDATE**

Proposal Scoring Sheet

Evaluators are directed to score every proposal for each criterion based upon their unbiased evaluation of the proposal materials. Evaluators are reminded of their signed confirmation of no conflict of interest and commitment to provide an objective review of all proposals and unbiased evaluation and scoring.

Proposer	Able City East LLC	Calvin, Giordano & Assoc., Inc.	CMA	Inspire Placemaking Collective, Inc.	The Corradino Group
Criteria					
Company Overview (0 - 10 points)	8	10	10	8	10
Project Staffing (0-15 points)	12	15	15	10	13
Project Approach (0-20 points)	20	20	17	15	16
Cost (0-20 points)	16	17	18	20	19
Timeline (0 - 15 points)	12	12	12	10	12
Similar Projects (0-15 points)	14	15	13	13	15
References (0 - 5 points)	4	5	5	4	4
SUBTOTAL: Max 100 points	86	94	90	86	89
Local Preference 5 points				5	
TOTAL: Maximum 105 points	86	94	90	91	89

Evaluator: Daniel Parobek
 Date: 7-17-24

**ISLAMORADA, VILLAGE OF ISLANDS
 RFP 24-10 COMPREHENSIVE PLAN UPDATE**

Proposal Scoring Sheet

Evaluators are directed to score every proposal for each criterion based upon their unbiased evaluation of the proposal materials. Evaluators are reminded of their signed confirmation of no conflict of interest and commitment to provide an objective review of all proposals and unbiased evaluation and scoring.

<i>Proposer</i>	Able City East LLC	Calvin, Giordano & Assoc., Inc.	CMA	Inspire Placemaking Collective, Inc.	The Corradino Group
<i>Criteria</i>					
Company Overview (0 - 10 points)	9	9	8	9	9
Project Staffing (0-15 points)	14	14	14	14	14
Project Approach (0-20 points)	13	13	17	19	13
Cost (0-20 points)	19	16	14	20	17
Timeline (0 - 15 points)	12	13	15	13	14
Similar Projects (0-15 points)	12	12	13	14	13
References (0 - 5 points)	5	5	5	5	5
SUBTOTAL: Max 100 points	89	87	86	94	90
Local Preference 5 points					
TOTAL: Maximum 105 points	89	87	86	94	90

Evaluator: Megan
 Date: 7/17/2024

ISLAMORADA, VILLAGE OF ISLANDS
RFP 24-10 COMPREHENSIVE PLAN UPDATE

Proposal Scoring Sheet

Evaluators are directed to score every proposal for each criterion based upon their unbiased evaluation of the proposal materials. Evaluators are reminded of their signed confirmation of no conflict of interest and commitment to provide an objective review of all proposals and unbiased evaluation and scoring.

<i>Proposer</i>	Able City East LLC	Calvin, Giordano & Assoc., Inc.	CMA	Inspire Placemaking Collective, Inc.	The Corradino Group
<i>Criteria</i>					
Company Overview (0 - 10 points)	10	10	10	10	9
Project Staffing (0-15 points)	10 15	15	15	15	13
Project Approach (0-20 points)	20	20	20	18 18	20
Cost (0-20 points)	18 15	17	16	18	16
Timeline (0 - 15 points)	15	15	15	15	15
Similar Projects (0-15 points)	8	9	9	15	8
References (0 - 5 points)	4	5	5	5	5
SUBTOTAL: Max 100 points	85 87	91	90	95 96	86
Local Preference 5 points					
TOTAL: Maximum 105 points					

Evaluator:

Date:

JAMIE TERRY
7/12/24

**ISLAMORADA, VILLAGE OF ISLANDS
RFP 24-10 COMPREHENSIVE PLAN UPDATE**

Proposal Scoring Sheet

Evaluators are directed to score every proposal for each criterion based upon their unbiased evaluation of the proposal materials. Evaluators are reminded of their signed confirmation of no conflict of interest and commitment to provide an objective review of all proposals and unbiased evaluation and scoring.

<i>Proposer</i>	Able City East LLC	Calvin, Giordano & Assoc., Inc.	CMA	2 Inspire Placemaking Collective, Inc.	The Corradino Group
<i>Criteria</i>					
Company Overview (0 - 10 points)	8	8	6	6	5
Project Staffing (0-15 points)	14	14	10	12	9
Project Approach (0-20 points)	18	16	15	18	16
Cost (0-20 points)	18	15	15	18	15
Timeline (0 - 15 points)	15	15	15	15	15
Similar Projects (0-15 points)	14	14	10	13	10
References (0 - 5 points)	3	5	3	3	3
SUBTOTAL: Max 100 points	90	87	74	85	73
Local Preference 5 points	0	0	0	0	0
TOTAL: Maximum 105 points	90	87	74	85	73

RESOLUTION NO. 24-

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA APPROVING THE SELECTION AND RECOMMENDATION OF THE RFP 24-10 EVALUATION COMMITTEE FOR THE COMPREHENSIVE PLAN UPDATE; AUTHORIZING THE VILLAGE MANAGER AND VILLAGE ATTORNEY TO NEGOTIATE AN AGREEMENT FOR THE PROJECT; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE AGREEMENT; AUTHORIZING A BUDGET AMENDMENT; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, a Comprehensive Plan is a tool to provide guidance for the development of a community while preserving environmental features and community character; and

WHEREAS, Islamorada, Village of Islands (the "Village") desires to update its Comprehensive Plan; and

WHEREAS, on April 9, 2024, the Village Council gave direction to seek the services of a professional consultant or consulting firm to update the Comprehensive Plan (the "Project"); and

WHEREAS, the Village prepared and advertised Request for Proposals ("RFP") 24-10 to solicit proposals from qualified consultants and consulting firms to complete the Project; and

WHEREAS, RFP 24-10 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 five (5) proposal in response to RFP 24-10; and

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

WHEREAS, the Committee reviewed the five (5) proposals using the selection criteria detailed in RFP 23-10 and recommends selection of the highest-ranked proposer, Inspire

Placemaking Collective, Inc. ("Inspire"), for the Project for an amount not to exceed One Hundred Seventeen Thousand Eight Hundred Ninety Six and 00/100 Dollars (\$117,896.00) to complete the Project; and

WHEREAS, the Village Council finds that selection and approval of entering into an Agreement with Inspire 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 Miller Legg 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 Inspire substantially in the form attached hereto as Exhibit "1", for completion of the Project in an amount not to exceed One Hundred Seventeen Thousand Eight Hundred Ninety Six and 00/100 Dollars (\$117,896.00).

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

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

AGREEMENT

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

ISLAMORADA, VILLAGE OF ISLANDS

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

and

INSPIRE PLACEMAKING COLLECTIVE, INC.

a profit corporation authorized to do business in the State of Florida, hereinafter

"CONTRACTOR."

WITNESSETH:

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

Article I. PREAMBLE

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

Section 1.01 The VILLAGE is in need of an independent experienced contractor to provide services to Update the Village's Comprehensive Plan (the "Project").

Section 1.02 On May 29, 2024, the VILLAGE issued Request for Proposals No. 24-10 for the Project, including all Exhibits and Addenda (the "RFP").

Section 1.03 On July 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 _____, 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 its subcontractors' negligent 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 Seventeen Thousand Eight Hundred Ninety Six and no/100 Dollars (\$117,896.00).**

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 AND BONDS

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.

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 shall indemnify and hold harmless the VILLAGE and its officers and employees from liabilities, damages, losses, and costs, including but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONTRACTOR and other persons employed or utilized by the CONTRACTOR, in the performance of the 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, for reasons other than the Villages breach of this Agreement, 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 Affidavit Attesting to Noncoercive Conduct for Labor or Services attached hereto; 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, upon payment to CONTRACTOR pursuant to the payment terms of this Agreement.

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 Noncoercive Conduct for Labor or Services. In accordance with Section 787.06, Florida Statutes, the CONTRACTOR has attested to the affidavit incorporated herein that CONTRACTOR does not use coercion for labor or services.

Section 12.10 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: Inspire Placemaking Collective, Inc.
George Kramer, AICP, President
4767 New Broad Street
Orlando, FL 32814
Gkramer@inspireplacemaking.com

Section 12.11 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 12.12 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 12.13 Headings. Headings herein are for convenience of reference only and shall not be considered on any interpretation of this Agreement.

Section 12.14 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 12.15 Governing Law. This Agreement shall be governed by the laws of the State of Florida with venue lying in Monroe County, Florida.

Section 12.16 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 12.17 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 12.18 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 THE RFP SHALL BE INSERTED IN AGREEMENT
BEGINNING ON THE FOLLOWING PAGE]**

Affidavit Attesting to Noncoercive Conduct for Labor or Services

Nongovernment Entity name: _____ ("**Vendor**")

Vendor FEIN: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone number: _____ Email Address: _____

As a nongovernmental entity executing, renewing, or extending a contract with a government entity, **Vendor** is required to provide an affidavit under penalty of perjury attesting that **Vendor** does not use coercion for labor or services in accordance with Section 787.06, Florida Statutes.

As defined in Section 787.06(2)(a), coercion means:

1. Using or threatening to use physical force against any person;
2. Restraining, isolating, or confining or threatening to restrain, isolate, or confine any person without lawful authority and against her or his will;
3. Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or service are not respectively limited and defined;
4. Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
5. Causing or threatening to cause financial harm to any person;
6. Enticing or luring any person by fraud or deceit; or
7. Providing a controlled substance as outlined in Schedule I or Schedule II of Section 893.03 to any person for the purpose of exploitation of that person.

As a person authorized to sign on behalf of **Vendor**, I certify that **Vendor** does not use coercion for labor or services in accordance with Section 787.06.

Written Declaration

Under penalties of perjury, I declare that I have read the foregoing Affidavit and that the facts stated in it are true.

By: _____
Authorized Signature

Print Name and Title: _____

Date: _____

[SIGNATURE PAGE TO AGREEMENT]

IN WITNESS WHEREOF, the parties have executed this Agreement: 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

WITNESS:

Print Name: _____

By: _____

Print Name: _____

Title: _____

Date: _____

Exhibit "A"
FORM OF CONTRACTOR'S PROPOSAL

ISLAMORADA

VILLAGE OF ISLANDS, FL COMPREHENSIVE PLAN UPDATE



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ISLAMORADA

VILLAGE OF ISLANDS, FL

COMPREHENSIVE PLAN UPDATE

Inspire
PLACEMAKING COLLECTIVE

COVER LETTER

RFP#24-10

JULY 11, 2024, 3:00PM

July 11, 2024
Attn: Village Clerk
86800 Overseas Highway
Islamorada, FL 33036

Re: RFP #24-10 | Comprehensive Plan Update

Dear Members of the Selection Committee,

Home to more than 7,200 residents and with some three million visitors traveling to or through the Village annually, Islamorada's four islands play an important role in Monroe County and its economy. As an Area of Critical State Concern, and with the impact of storm events and flooding increasingly threatening community, economy, and infrastructure, it becomes more important that long-range policy tools like a Comprehensive Plan both support the vision of a community, and are conveyed in a clear, straightforward, and user-friendly format.

Inspire Placemaking Collective, Inc. (Inspire) was founded in 2022 as a formal spin-off of S&ME, Inc.'s planning and landscape architecture divisions which operated for more than 20 years. With a team of 21 planners that have more than 300 years of collective experience, Inspire offers a traditional city planning practice, with a depth and breadth that is unique within today's marketplace.

Our practice specializes in comprehensive planning, land development code updates, form-based codes, design guidelines, community redevelopment, economic development, historic preservation, and small area studies. We have assembled a team that combines extensive comprehensive planning and public outreach experience with local knowledge to provide Islamorada with a high-quality plan update. This update will be sensitive to local issues such as vulnerability to storms, the role of tourism in the local economy, the various impacts of US 1 (including safety, egress, and aesthetics), and the challenges in retaining attainable and workforce housing, especially as building codes become stricter.

Placemaking, a design perspective that recognizes the relationship between transportation, private development, and civic spaces, is the foundation of all our work. We think beyond project site boundaries and plan for the people and experiences of the larger place and community. ***Inspire is committed to creating great places, safe streets, and thriving communities.***

Thank you for this opportunity to present our qualifications for your consideration. Inspire Placemaking Collective, Inc., acknowledges that our proposal remains in effect for ninety (90) days. We hope to have the opportunity to expand upon our ideas and experience through the interview process.

Sincerely,

Inspire Placemaking Collective, Inc.

A handwritten signature in blue ink, appearing to read "Jared Beck".

Jared Beck, AICP
Project Manager
Jbeck@inspireplacemaking.com

A handwritten signature in blue ink, appearing to read "George Kramer".

George Kramer, AICP
President/Authorized Representative
Gkramer@inspireplacemaking.com

ISLAMORADA

VILLAGE OF ISLANDS, FL

COMPREHENSIVE PLAN UPDATE


Inspire
PLACEMAKING COLLECTIVE

COMPANY OVERVIEW

RFP#24-10

JULY 11, 2024, 3:00PM



FIRM PROFILE

Committed to creating great places, safe streets, and thriving communities.

We are interdisciplinary. We are committed to extensive collaboration across disciplines in order to develop bold ideas and cutting-edge designs without undermining function.

We seek partnerships. We seek clients that share our vision and values to build long-term relationships. Strong partnerships can support and create transformative initiatives.

We are committed to excellence. What we do is impactful and important. We provide compelling ideas, creative designs and complete, clear documents.

We are Placemakers. Our team leads efforts starting from planning to design and through construction. The ultimate metric of our success is quality-built projects designed for people and experiences.

Inspire Placemaking Collective, Inc. (Inspire) is a newly formed company, comprised of an established planning and landscape architecture practice that has operated since 1999. Inspire was established in 2022 as a formal spin-off of S&ME, Inc.'s planning and landscape architecture divisions. This purchase provided a legal transition of personnel, projects, and portfolio from S&ME, Inc. to Inspire.

Inspire includes 21 planners with more than 300 years of collective experience. **As part of our Miami-Dade office, we have included on our team Christina Miller, who is a part-time/long-time Key Largo resident with extensive knowledge of the area.** Our team focuses on traditional planning, including Comprehensive Planning, Land Development Codes, Community Redevelopment, Economic Development, Historic Preservation, and Small Area Studies. **We are specialists.**

63

Comprehensive
Planning Projects

61

Land Development
Code Projects

55

Community
Redevelopment
Agency Clients

8

Active Development
Review Clients

Comprehensive Plan and Land Development Code projects include assessments, amendments, and full re-writes.

Our approach to planning focuses on intense public participation and visioning coupled with analysis of the latest economic and demographic data. Our plans are user-friendly, with concise writing and clear graphics illustrating concepts that provide clarity and predictability for the local government, the development community, and the general public.

Inspire Placemaking Collective, Inc. is a corporation that has been providing planning services for over 24 years under different names (S&ME, Inc., Littlejohn Engineering), and over a year under the current business name.

Our **headquarters** is located at: **4767 New Broad Street, Orlando, FL 32814.**

The **local office** that will be performing the majority of the work is in the **Ingraham Building**, located at **25 SE 2nd Ave, Miami, FL 33131.**

The primary contacts for this project are **George Kramer, Authorized Representative** (407.202.8387 | Gkramer@inspireplacemaking.com) and **Jared Beck, Project Manager** (239.821.2765 | Jbeck@inspireplacemaking.com).

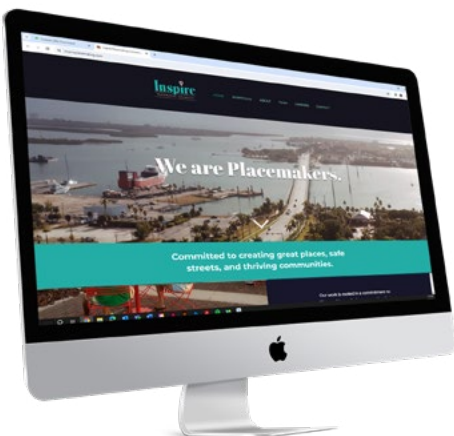
28 Full-Time Employees
Across 2 States

19 Employees Assigned
to Project

1. Durham, NC Office
2. Gainesville, FL Office
3. **Orlando, FL Office (Headquarters)**
4. Tampa, FL Office
5. **Miami, FL Office**

Employees in Miami, FL Office:

- Jared Beck (*Project Manager*)
- Christina Miller (*Senior Architect/Urban Planner/Designer & **Part-time Key Largo Resident***)
- Leslie A. Del Monte (*Senior Urban Designer*)
- Emilee Aguerrebere (*Urban Planner*)



CHECK US OUT!

<https://www.inspireplacemaking.com/>

ISLAMORADA

VILLAGE OF ISLANDS, FL COMPREHENSIVE PLAN UPDATE



ISLAMORADA
VILLAGE OF ISLANDS
ADMINISTRATIVE CENTER
PUBLIC SAFETY HEADQUARTERS
86800

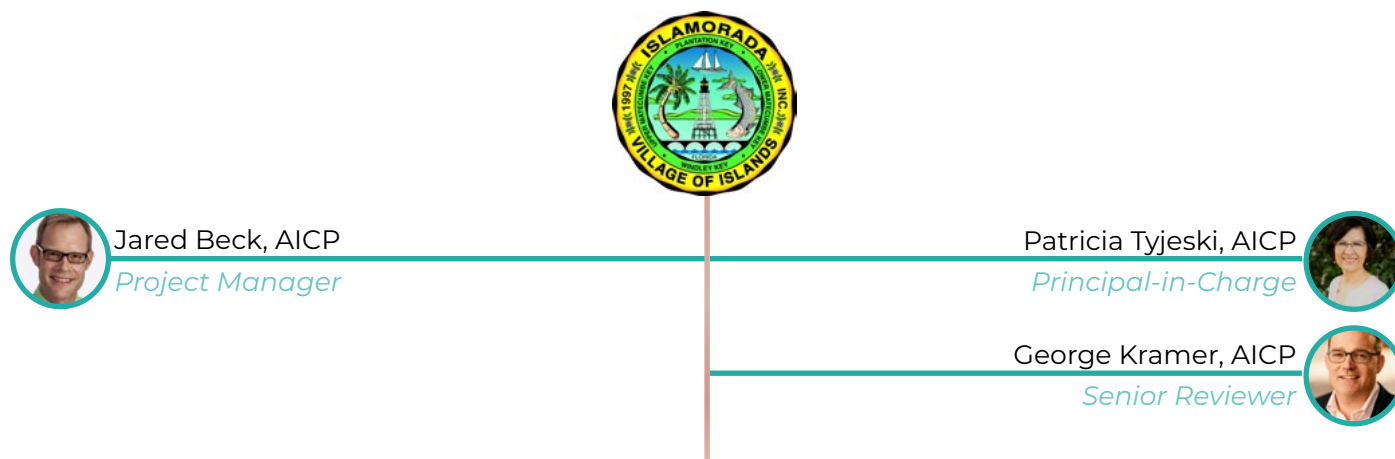
Inspire
PLACEMAKING COLLECTIVE

PROJECT MANAGEMENT
EXPERIENCE/PROJECT EXAMPLES

RFP#24-10

JULY 11, 2024, 3:00PM

ORGANIZATIONAL CHART



COMPREHENSIVE PLANNING

-  Chris Dougherty, AICP
Principal Planner/GIS Lead
-  David Henning, Esq., AICP
Senior Planner
-  Leslie A. Del Monte, NCARB
Senior Urban Planner
-  Jessica Hays
Planner/GIS Specialist
-  Haiden Lewis
Urban Planner
-  Emilee Aguerrebere
Urban Planner

ECONOMIC DEVELOPMENT

-  Erik Bredfeldt, PhD, AICP
Director of Economic Development
-  Laura Canary, CECD, FRA-RA
Senior Redevelopment Planner

URBAN PLANNING/DESIGN

-  Christina Miller, RA, AICP, LEED AP
Senior Architect/Urban Planner/Designer
-  Viviana Castro, PLA
Director of Landscape Architecture
-  Abigail Shemoel
Senior Urban Designer
-  Claudia Sicilia
3D Visualization Specialist

COMMUNITY ENGAGEMENT

-  Em Schaefer
Creative Director
-  Lainie Jones
Graphic Designer
-  Gabriela Castro, AICP
Planner/Community Engagement Specialist
-  Laura Martinez
Urban Planner/Community Engagement Specialist

Jared Beck

AICP, FRP

PROJECT MANAGER



24 Years of Experience



AICP #027911



Miami, FL



PROFILE

Jared is a proactive, enthusiastic, and detail-oriented self-starter with a focus on the overall end goals of each project, and the positive and long-term impact such projects have on the greater good in our communities. His passion lies in reinvestment projects and programs that create stronger social, cultural, and economically viable communities.

EDUCATION

- Bachelor of Landscape Architecture in Urban Design, Texas Tech University, Lubbock, TX

SKILLS

- Comprehensive Planning
- Land Use Planning
- Public Policy
- Urban Design
- Economic Development
- Historic Preservation
- Community Redevelopment
- SketchUp
- Zoning

EXPERIENCE

Comprehensive Plan Update

Principal-in-Charge | Palmetto Bay, FL

First major rewrite and re-organization of the Comprehensive Plan since the Village incorporation to reflect the desires of the community and prioritize Village concerns including resiliency, sustainability and housing.

- Led the client and project management
- Led the public engagement programming

Triangle Redevelopment

Project Manager/Urban Designer | Homestead, FL

The many properties included in the area referred to as Triangle Redevelopment are intended to be a major catalyst for increased private investment and harnessing of Miami-Dade County's investment in BRT.

- Led the client and project management
- Assisted with the creation of public and private realm design and development proformas

Downtown Master Plan

Project Manager | Opa-locka, FL

After decades of disinvestment, the Downtown Master Plan articulated the community vision that integrated business, housing, infrastructure, programming, and funding into an actionable roadmap for the CRA and City.

- Led the client and project management
- Assisted with the creation of public and private realm redevelopment design and development proformas
- Led the public engagement efforts for the project, assisted with Code development, and facilitated the implementation framework for the CRA

Jared Beck

AICP, FRP

EXPERIENCE CONTINUED

Community Appearance Board

Principal-in-Charge | Miramar, FL

Performed architectural and site design reviews on behalf of the city and applicants for the Community Appearance Board.

- Led the client and project management
- Organized/prepared the Staff report/findings

Planning Applications

Principal-in-Charge | Key West, FL

Performed planning application support as requested for Variance and Conditional Use, Right-of-Way, FLUM and Zoning Amendment, and other routine applications including client and applicant meetings and presentations to the Planning Board and City Commission.

- Led the client and project management
- Provided application support

Historic Architecture Review Commission

Principal-in-Charge | Key West, FL

Historic Architecture Review for residential and commercial properties – as needed.

- Performed Certificate of Appropriateness applications at the staff level
- Provided Staff reports and presentations for Certificate of Appropriateness applications (Commission approvals)

Duval Street Resiliency & Revitalization Plan

Project Manager | Key West, FL

A resiliency and revitalization plan for the historic corridor and economic engine of the City that included stormwater and utility improvements, replaced streetscape, improved mobility, and provided preservation adaptation considerations and funding options for adjacent commercial structures, among other elements.

- Led the client and project management
- Led the public engagement efforts for the project
- Identified project assets
- Provided streetscape design considerations
- Assisted with preservation adaptation considerations

Duval Street Vulnerability Assessment

Principal-in-Charge | Key West, FL

The Vulnerability Assessment, consistent with Florida statutes, identified the corridors' most critical infrastructure subject to current and future compound flooding, sea level rise, and storm surge scenarios.

- Led the client and project management
- Identified project assets and impact scenarios

Patricia Tyjeski

AICP

PRINCIPAL-IN-CHARGE



36 Years of Experience



AICP #069120



Orlando, FL



PROFILE

Pat has extensive experience with long range comprehensive planning, land development regulations, zoning, historic preservation, and development review. Over the course of her career, Pat has worked with over 30 jurisdictions on numerous comprehensive planning projects.

EDUCATION

- Master of Regional Planning, Cornell University, Ithaca, NY
- Bachelor of Architecture, Universidad Javeriana, Bogotá, Colombia

SKILLS

- Comprehensive Planning
- Land Development Regulations
- Historic Preservation
- Development Review
- Community Engagement
- Small Area Plans

EXPERIENCE

Comprehensive Plan Update

Project Manager | Green Cove Springs, FL

Documented a new community vision and addressed the impacts of the new First Coast Expressway and substantial recent annexations.

- Managed the preparation of the future land use and transportation elements and coordinated the update of other elements with staff
- Developed policies to revitalize the downtown, protect historic sites, improve urban form along major transportation corridors, and apply complete streets principles
- Utilized Social Pinpoint to facilitate public input through a survey, an interactive map, and a virtual meeting portal

Comprehensive Plan Update

Project Manager | Wildwood, FL

Documented a new community vision and addressed the impacts of growth for the third-fastest growing City in Florida from 2020-2023.

- Managed the update of eight elements, including data and analysis, goals, objectives, and policies, and map series
- Utilized Social Pinpoint to facilitate public input through a survey, an idea wall, and a virtual meeting portal
- Facilitated public workshops/presented the update at adoption hearings

Comprehensive Plan Update-Support Documentation

Project Manager | Melbourne, FL

Addressed statutory changes that were identified through an evaluation and appraisal of the plan.

- Facilitated workshops and scoping meetings
- Updated population projections and housing demand and supply tables
- Managed the update of all maps in GIS, particularly those needed to address the peril of flood requirements
- Evaluated the effectiveness of the transportation concurrency exception areas

Patricia Tyjeski

AICP

EXPERIENCE CONTINUED

Comprehensive Plan Update

Principal-in-Charge | Fort Pierce, FL

Addressed statutory changes, such as Peril of Flood legislation, that were identified through an evaluation and appraisal of the plan.

- Oversaw the completion of the project within schedule and budget
- Provided Senior Review of deliverables
- Presented the proposed changes to the City Commission

Comprehensive Plan Update

Principal-in-Charge | Cocoa, FL

Addressed resiliency issues such as flood risks, rising sea levels, and changes in storm surge modeling that were identified through an evaluation and appraisal of the plan.

- Oversaw the completion of the project within schedule and budget
- Provided Senior Review of deliverables
- Presented the proposed changes to the City Commission

Comprehensive Plan & Land Development Code Updates

Project Manager | Manatee County, FL

Updated policies to allow clustering and mixed-use developments, encourage affordable housing, strengthen coastal planning areas, and improve the development review process.

- Developed new policy language and corresponding land development regulations
- Coordinated the updates with various county departments
- Developed incentives for affordable housing, clustering, and mixed-use development

Visioning & Comprehensive Plan Update

Principal-in-Charge | Palm Bay, FL

Established Palm Bay Vision 2040 through a robust and inclusive public engagement process for the 16th largest city in Florida.

- Assisted with public engagement process and facilitated community exercises at multiple workshops
- Evaluated existing comprehensive plan to determine necessary changes
- Prepared specific updates to several elements of the City's updated plan

Comprehensive Plan Update

Principal-in-Charge | Pasco County, FL

Visioning and complete plan rewrite for a County that grew by more than 48,000 residents in the three year period from 2020-2023. Addressed issues related to rapid growth and resiliency for this coastal county.

- Provided strategic guidance
- Assisted with public engagement opportunities

George Kramer

AICP

SENIOR REVIEWER

-  24 Years of Experience
-  AICP #020533
-  Orlando, FL



PROFILE

Strategy and implementation are at the forefront of George's approach to planning. He has a keen understanding of technical, administrative, and political issues and specializes in the successful execution of complex projects. George is committed to an **interdisciplinary** approach to Placemaking that emphasizes collaboration across professional disciplines to deliver innovation and value to clients.

EDUCATION

- Master of Urban & Regional Planning, University of Florida, Gainesville, FL
- Bachelor of Political Science, University of Florida, Gainesville, FL

SKILLS

- Strategic Master Planning
- Comprehensive Planning
- Land Use Entitlements
- Redevelopment Planning
- Complete Streets/Multi-Modal Transportation

EXPERIENCE

Comprehensive Plan & Land Development Code Updates

Principal-in-Charge | Manatee County, FL

Updated policies to allow clustering and mixed-use developments, encourage affordable housing, strengthen coastal planning areas, and improve the development review process.

- Ensured that the team had adequate staffing resources
- Oversaw the QA/QC process

Alligator Chain of Lakes Conceptual Master Plan

Principal-in-Charge | Osceola County, FL

Large-scale master planning effort for an 8,500-acre district within the Urban Growth Boundary expansion area. Identified open space systems, street network and land uses, and developed comprehensive plan policies for implementation.

- Strategic Advisor for policy development
- Provided Senior Review and QA/QC

Lake Wales Envisioned-Long Range Plan

Principal-in-Charge | Lake Wales, FL

A multi-team visioning and planning effort to address significant growth pressures within a 50,000-acre study area. Extensive community engagement led to a series of comprehensive plan and land development code amendments.

- Developed a detailed set of amendments to the City's Comprehensive Plan and LDC for implementation of the community vision
- Provided QA/QC of existing conditions analysis

Comprehensive Plan Update

Senior Reviewer | St. Johns County, FL

Visioning and complete plan rewrite for the second-fastest growing county (2020-2023) in Florida. Addressed issues related to rapid growth and resiliency for this coastal county.

Christina Miller

RA, AICP, LEED AP

**SENIOR ARCHITECT/URBAN
PLANNER/DESIGNER**



24 Years of Experience

AICP #030652 | FL Architect #AR97005

Miami, FL



PROFILE

Christina is an architect, urban designer, and planner with over 24 years of experience. Her approach to architectural design/master planning includes an intensive study of local history, tradition, context, and culture. She is passionate about the built environment/public spaces and is an advocate for healthy living, alternative housing/transportation options, better food production practices, and land/seas stewardship.

EDUCATION

- Master of Urban Planning, University of Miami, Coral Gables, FL
- Master of Architecture, University of Miami, Coral Gables, FL
- Bachelor of Arts in Economics, Connecticut College, New London, CT

SKILLS

- Architecture
- Master Planning
- Urban Design
- Site Planning
- Comprehensive Planning
- Sustainability
- AutoCAD
- Microsoft Office, Mac Suite
- Adobe InDesign
- Local Knowledge of the Area

EXPERIENCE

Seven50 | Regional Prosperity Plan

Senior Project Manager | Seven Counties of Southeast FL

Seven-county public outreach process to envision the future for Southeast Florida, considering the various challenges for the large, economically significant region, including population growth and climate change.

- Participated in numerous public workshops, including in Marathon, FL
- Primary author of recommendations for multiple cross disciplinary resilience strategies

Bonita Beach Road Corridor Study

Senior Project Manager | Bonita Springs, FL

Assessment of a major thoroughfare and its impacts on adjacent properties. Created gateway studies, market analysis and site-specific vision plans, some of which are being implemented and spurring adjacent economic development.

- Facilitated charrette and workshops, provided design and recommendations, oversaw report
- Analyzed challenges of flooding and egress from storms and sea level rise, regional through traffic commuting to less expensive housing to the north and employment in the south

Tavernier Housing

Designer/Construction Administration | Monroe County, FL

Located near MM 103, this 2.7-acre project utilizes a patented system of architectural plans tightly interwoven for maximum density, accessibility, and construction savings. At 13.3 du/acre, the 36-units markedly differ from other affordable housing projects that rely on multilevel buildings which have higher construction and maintenance budgets. Great care was taken that the project provide dignity to the owners providing street address for each unit with an entrance framed by a decorative gable.

- Worked with the Design team and on Construction Administration
- LEED H Analysis

Chris Dougherty

AICP

**PRINCIPAL PLANNER/GIS
LEAD**



18 Years of Experience

AICP #026356

Orlando, FL



PROFILE

With experience in providing private and public sector planning services, Chris's career has focused on helping clients create unique places. Chris has a passion for developing community-driven plans and excels at comprehensive planning, land development code writing, visioning/public engagement, parks and recreation planning, GIS, and entitlements.

EDUCATION

- Master of Arts in Urban & Regional Planning, University of Florida, Gainesville, FL
- Bachelor of Arts in Criminology, University of Florida, Gainesville, FL

SKILLS

- Comprehensive Planning
- Land Development Code Writing
- Development Review
- Redevelopment Planning
- GIS Analysis
- Parks and Recreation System Planning
- Public Engagement
- Visioning
- Land Use Entitlements
- Grant Writing
- Small Area Plans

EXPERIENCE

Comprehensive Plan Update

Deputy Project Manager | North Port, FL

Through a Technical Assistance Grant, prepared amendments to ensure compliance with Peril of Flood Statutes by assessing previously conducted studies, engaging with stakeholders, and incorporating resiliency strategies.

- Assisted with the project manager duties, such as scheduling, coordination, and assigning tasks
- Facilitated workshops and assisted with developing the project website
- Assisted with the preparation of the proposed changes to the Coastal Management element

Coastal Resiliency Plan

Project Manager | Melbourne, FL

Through a Florida Department of Environmental Protection grant, prepared a Coastal Resiliency Plan that included three major components: public engagement, vulnerability assessment, and adaptation action area planning.

- Conducted project management duties, such as review of all deliverables, scheduling events and tasks, client coordination and administrative aspects
- Facilitated workshops/engaged the community in resiliency activities
- Presented the plan to the Planning and Zoning Board and City Council through completion

Comprehensive Plan Update

Project Manager | Fort Pierce, FL

Addressed statutory changes, such as Peril of Flood legislation, that were identified through an evaluation and appraisal of the plan.

- Managed the project delivery and schedule
- Prepared and/or reviewed each element's data and analysis and goals, objectives, and policies

David Henning

Esq., AICP

SENIOR PLANNER



8 Years of Experience



AICP #31045



Durham, NC



PROFILE

David has extensive experience that includes crafting and analyzing comprehensive plan updates, strategic plans, land development code updates, and affordable housing studies. His projects have been tailored to meet the needs of client communities, which can include extensive public engagement, detailed scenario planning, and coordination with regional entities.

EDUCATION

- Master of Urban Planning, Harvard Graduate School of Design, Cambridge, MA
- Juris Doctor, Florida State University College of Law, Tallahassee, FL
- Bachelor of Science in Civil Engineering, Northwestern University, McCormick School of Engineering, Evanston, IL

SKILLS

- Comprehensive Planning
- Strategic Planning
- Land Development Codes
- Affordable Housing Studies

EXPERIENCE

Comprehensive plan Update

Senior Planner | Pasco County, FL

Visioning and complete plan rewrite for a County that grew by more than 48,000 residents in the three year period from 2020-2023. Addressed issues related to rapid growth and resiliency for this coastal county.

- Provided a draft and review of required plan element data and analysis

Comprehensive Plan Update

Senior Planner | St. Johns County, FL

Visioning and complete plan rewrite for the second-fastest growing county (2020-2023) in Florida. Addressed issues related to rapid growth and resiliency for this coastal county.

- Provided a draft and review of evaluation and recommendation transmittal memorandum
- Reviewed required plan elements

North Okaloosa Planning Study

Senior Planner | Okaloosa County, FL

A long-range planning effort for a 294,000-acre study area, experiencing rapid growth. Process included extensive public engagement, detailed analyses of growth impacts, and policy recommendations.

- Provided an evaluation and draft of potential amendments to the Comprehensive Plan and the Land Development Code to implement the community's vision

Leslie A. Del Monte

NCARB

SENIOR URBAN DESIGNER



22 Years of Experience

NCARB #308593

Orlando, FL



PROFILE

Leslie has extensive experience in both architectural and planning projects. Her planning experience includes small-and-large-scale master/comprehensive planning, urban design, downtown visioning, redevelopment planning, historic district inception/protection, analysis, development, and writing land use, zoning, architectural/design standards, and sustainable initiatives.

EDUCATION

- Master of Architecture, University of Florida, Gainesville FL
- Bachelor of Design in Architecture, University of Florida, Gainesville FL

SKILLS

- Comprehensive Planning
- Land Development Code Writing
- Development Review
- Redevelopment Planning
- GIS Analysis
- Visioning
- Land Use Entitlements
- Community Engagement

EXPERIENCE

Comprehensive Plan

Project Lead | Hollywood, FL

Comprehensive Plan reflecting the City of Hollywood's unique character, addressing a wide range of issues including transportation, affordable housing, climate change, and economic development, while promoting equity, sustainability, resiliency, encouraging healthier lifestyles, and supporting the protection of neighborhoods and natural resources.

- Drafted the RFQ, served on selection committee, and procured consulting services
- Established the guiding principles for the development of specific priorities, goals, strategies, and action plans

Land Development Code Update

Senior Urban Designer | Palm Bay, FL

An update of the Land Development Code to ensure consistency with the recently updated Comprehensive Plan.

- Evaluated existing code and dimensional conditions to assess constraints
- Assisted in the reorganization and drafting of language for various chapters of the code

Hollywood Beach Master Plan

Urban Designer/Planner | Hollywood, FL

The Master Plan for Hollywood Beach focused on strategies to preserve historic buildings, creating a new historic district, finding solutions to coastal building requirements, upgrading the public realm, and supporting compatible redevelopment. **2007 AIA Florida Unbuilt Award Winner**

- Formulated and crafted vision strategies, including the inception of the Hollywood Beach Historic District
- Performed feasibility studies and developed zoning

Jessica Hays

PLANNER/GIS SPECIALIST



2 Years of Experience

American Planning Association (APA)

Durham, NC



PROFILE

Jessica has several years of experience in planning work with expertise in GIS mapping and data management. She sees the potential for these tools to inspire innovative solutions in adaptation planning, land development, comprehensive planning, and beyond.

EDUCATION

- Master of Urban & Regional Planning, University of Florida College of Design, Construction, & Planning, Gainesville, FL
- Bachelor of Science in Sustainability & the Built Environment, University of Florida College of Design, Construction, & Planning, Gainesville, FL

SKILLS

- ArcGIS
- Microsoft Office
- Planning

EXPERIENCE

Comprehensive Land Use Plan & UDO Update

Planner | Kenly, NC

An update to address economic development, consistency, and the fostering of a business-friendly environment.

- Assisting with coordination on public engagement
- Preparing code work to modernize uses and provide consistency
- Writing the transportation element of the comprehensive plan

Comprehensive Plan Update

Planner | Pasco County, FL

Visioning and complete plan rewrite for a County that grew by more than 48,000 residents in the three year period from 2020-2023. Addressed issues related to rapid growth and resiliency for this coastal county.

- Advancing the future land use map series and performing various spatial analyses to advance the Data & Analysis portion of the Plan

North Okaloosa Planning Study

Planner | Okaloosa County, FL

A long-range planning effort for a 294,000-acre study area, experiencing rapid growth. Process included extensive public engagement, detailed analyses of growth impacts, and policy recommendations.

- Assisting with direct public engagement efforts and processing public comments to guide recommendations

Land Use Study

Planner | Lake Wales, FL

Prepared a conceptual land use plan to guide future expansion into the Lake Wales service area

- Assisted with stakeholder interviews to understand challenges and gain input on land use scenarios

Haiden Lewis

URBAN PLANNER



1 Year of Experience

ArcGIS Pro

Gainesville, FL



PROFILE

Haiden specializes in urban planning, transportation planning, sustainability, GIS and community engagement. He strives to create communities that make people feel comfortable, safe, and happy.

EDUCATION

- Master of Urban & Regional Planning, University of Florida, Gainesville, FL
- Bachelor of Science in Sustainability & the Built Environment, University of Florida, Gainesville, FL

SKILLS

- Urban Planning
- Sustainability
- ArcGIS Pro
- Transportation Planning
- Data Analysis (Excel & SPSS)
- Community Engagement
- Travel Demand Modeling (VISUM)

EXPERIENCE

Comprehensive Plan Update

Planner | Auburndale, FL

Evaluation and Appraisal update to meet statutes, Community Visioning, and complete plan rewrite for a fast-growing city that is a part of the nation's fastest-growing metro-area, from 2022-2023.

- Developed GIS maps for various elements within the comprehensive plan
- Conducted data collection and analysis to inform updates to the comprehensive plan and land development regulations

North Okaloosa County Planning Study

Planner | Okaloosa County, FL

A long-range planning effort for a 294,000-acre study area, experiencing rapid growth. Process included extensive public engagement, detailed analyses of growth impacts, and policy recommendations.

- Participated in stakeholder engagement, organized communication with county staff and the study's steering committee

CALSTART, Bus & Innovative Mobility

Research Assistant Intern | Gainesville, FL

Work done while working for CALSTART.

- Collaborated with a team to develop Research-to-Practice programs to increase the implementation of FTA and NCHRP's research
- Participated in meetings with staff, company partners, and transportation professionals to facilitate meaningful teamwork
- Conducted research on global best practices to contribute to FTA's ZEVA initiative to increase electrification of the United States transit fleet

Emilee Aguerrebere

PLANNER



5 Years of Experience



American Planning Association (APA)



Miami, FL



PROFILE

Emilee has several years of experience in planning, having spent the past year and a half as a Principal Planner at the City of Coral Gables. She specializes in updating comprehensive land use plans, zoning codes, and development review. Emilee is passionate about urban resilience and participatory planning. She strives to partake in reimagining public spaces through innovative and equitable placemaking.

EDUCATION

- Master of Urban & Regional Planning, University of Florida, Gainesville, FL
- Bachelor of Arts in Architectural Studies & Geography, Mount Holyoke College, South Hadley, MA

SKILLS

- Microsoft Office
- Google Suite
- Adobe Creative Cloud
- EnerGov
- SketchUp
- Rhinoceros 3D

EXPERIENCE

Design & Innovation District Public Parks Incentive Program

Principal Planner | Coral Gables, FL

Prepared a Comprehensive Plan future land use element text amendment to incentivize the development of more urban parks in Coral Gables within the Design and Innovation District.

- Prepared amendment, staff report, cover memo, and supporting documents for Planning and Zoning Board and City Commission meetings
- Submitted the adopted legislation to the Florida Department of Commerce and notified state land planning agencies

Design & Innovation District Public Parks Incentive Program

Principal Planner | Coral Gables, FL

Prepared a Zoning Code text amendment to incentivize the development of more urban parks in Coral Gables within the Design and Innovation District.

- Prepared amendment, staff report, cover memo, and supporting documents for Planning and Zoning Board and City Commission meetings
- Proposed public parks incentives

Workforce Housing

Principal Planner | Coral Gables, FL

Miami-Dade County has adopted a requirement that municipalities have an expedited process for the review of workforce housing that is owned, financed, or operated by the County, municipality, or other public government entity. The proposed expedited process includes the required notice and public hearing and provides direction for administrative approval of non-substantial changes.

- Prepared amendment, staff report, cover memo, and supporting documents for Planning and Zoning Board and City Commission meetings

Erik Bredfeldt

PhD, AICP

**DIRECTOR OF ECONOMIC
DEVELOPMENT**



32 Years of Experience

AICP #011971

Gainesville, FL



PROFILE

Erik has extensive years of experience in administrative and project management, with a focus on community planning and economic development. Activities include urban planning/development services, community/economic development, and project management through an internal/external partnership philosophy emphasizing the balance between community and markets.

EDUCATION

- Doctor of Philosophy in Urban & Regional Planning, University of Florida, Gainesville FL
- Master of Arts in Urban & Regional Planning, University of Florida, Gainesville, FL
- Bachelor of Arts in Economics, Muhlenberg College, Allentown, PA

SKILLS

- Project Management
- Facilitative Approach
- Economic Development
- Business/Real Estate Development
- Urban Planning

EXPERIENCE

Comprehensive Plan Update

Economic Development Director | St. Johns County, FL

Visioning and complete plan rewrite for the second-fastest growing county (2020-2023) in Florida. Addressed issues related to rapid growth and resiliency for this coastal county.

- Supporting/assisting the team with the economic development components of the Comprehensive Plan

Comprehensive Plan Update

Economic Development Director | Flagler County, FL

Visioning and complete plan rewrite for the fourth-fastest growing county (2020-2023) in Florida. Addressed issues related to rapid growth and resiliency for this coastal county.

- Supporting/assisting the team with the economic development components of the Comprehensive Plan
- Attended Community Engagement session associated with Plan Update

Community Redevelopment Plan

Senior Reviewer | Lauderdale Lakes, FL

Updated the City's Community Redevelopment Plan with the goal of fostering new development, consistent with the community's vision.

- Supported redevelopment team in review of substance of deliverables and project approach

Economic Development Plan

Director of Economic Development | Garner, NC

Developed an integrated transportation and land use plan, for a 118-acre site, intended to create jobs/enhance the quality of life for City residents.

- Produced Market Analysis for the project
- Assisted with public outreach to market participants in Garner area
- Interacted with internal Inspire team and GEDC Board members

Laura Canary

CEcD, FRA-RA

SENIOR REDEVELOPMENT PLANNER



22 Years of Experience



CEcD #2828; FRA-RA



Tampa, FL



PROFILE

Laura has extensive experience working in local government and has a profound understanding of the inner workings of public organizations. Much of her career has been dedicated to economic development/redevelopment. She has excellent communication and collaboration skills which enable her to effectively build consensus and effectuate change.

EDUCATION

- Master of Public Administration, University of South Florida, Tampa, FL
- Bachelor of Arts, University of South Florida, Tampa, FL

SKILLS

- Community Engagement
- Collecting, Synthesizing, and Presenting Public Information
- Economic Development/Redevelopment Planning

EXPERIENCE

Greater Lacoochee Community Plan

Senior Planner | Pasco County, FL

Prepared a community plan for an 11,300-acre Northeast Pasco rural community to address housing needs, infrastructure, economic development, and preservation of the rural aesthetic.

- Assisted with public engagement

Economic Development Existing Conditions Analysis

Project Manager | Weston, FL

Conducted an Economic Development-Existing Conditions and Retail Market Analysis to inform the City's future economic development strategy.

- Managed development of the assessment and industry snapshot
- Evaluated existing regulations, policies, and programs
- Prepared a target industry/market analysis for City and surrounding area

Community Redevelopment Plan

Project Manager | Lauderdale Lakes, FL

Updated the City's Community Redevelopment Plan with the goal of fostering new development, consistent with the community's vision.

- Managed the Plan update process
- Coordinated with CRA/City administration to develop a strategic action plan and associated redevelopment strategies

Community Redevelopment Plan Update

Project Manager | Lake Wales, FL

Updated the Plan to incorporate a boundary expansion and reflect the recent capital improvement implemented by the CRA.

- Worked with administration, elected officials, and stakeholders to update the Redevelopment Plan to reflect the modified CRA boundary and associated redevelopment strategies
- Updated the 3-Point Action Plan and Comprehensive GOPs

Viviana Castro

PLA

DIRECTOR OF LANDSCAPE ARCHITECTURE



10 Years of Experience



FL LA6667568



Orlando, FL



PROFILE

Viviana has extensive experience working on visioning, streetscape design, community engagement, park design, urban and community developments, commercial spaces, branding, and wayfinding studies. Her international research experience, combined with her local awareness, brings innovative ways to integrate our natural resources within the built environment. She strives to create spaces where people can enjoy, appreciate, and acknowledge natural systems.

EDUCATION

- Master of Urban Planning & Sustainability, Universitat Politècnica de Catalunya, Barcelona, Catalonia, Spain
- Bachelor of Science in Landscape Architecture, University of Florida, Gainesville, FL

SKILLS

- Microsoft Office
- Adobe Creative Suite (Illustrator, InDesign, Photoshop)
- SketchUp
- AutoCAD
- GIS Mapping
- Landscape Architecture
- Urban Design

EXPERIENCE

Crest Lake Park

Landscape Designer | City of Clearwater, FL

Connected the newly built pier to the existing boardwalk and adjacent street through an engaging public space and linear park.

- Helped to develop schematic concepts that analyzed park area relationships, stormwater, and cost estimating approach
- Developed wayfinding and environmental graphics to engage local users in understanding ecological functions, history, and tree species throughout the park

Jax Beach Wayfinding Master Plan

Project Manager | City of Jacksonville Beach, FL

Provided a cohesive wayfinding and signage family for downtown Jax Beach area.

- Studied existing signs and locations needed for wayfinding and signage
- Managed and coordinated between sign fabricator and design team to best illustrate sign needs for bid and implementation

Downtown Daytona Beach Transformation Plan

Urban Designer | Daytona Beach, FL

Developed a detailed character study for three main districts in Downtown Daytona Beach.

- Compiled all site analysis through local data gathering and GIS
- Illustrated urban design approaches to the different districts based on their character, needs and streetscape studies

Abigail Shemoel

SENIOR URBAN DESIGNER



15 Years of Experience



SketchUp | AutoCAD



Rincón de la Victoria, Spain



PROFILE

Abigail has a strong desire to discover and design lively, sustainable places. This passion, coupled with strong communication and illustration skills, has allowed her to work successfully in a variety of international settings in Latin America, the United States, and Europe. With over 15 years of professional experience as a landscape architect and planner, Abigail has delivered/managed projects at various scales including urban spaces, streets, parks, schools, transportation corridors and residential developments.

EDUCATION

- Master of Science (MSc) in Urban Development Planning, Specialization: Urban Agriculture, University College London, UK
- Bachelor of Landscape Architecture, Minor: International Resource Management, Ball State University, Muncie, IN

SKILLS

- Landscape Architecture
- Urban Planning
- Urban Design
- Illustration
- Site Plans
- Construction Drawings
- Sustainable Design
- Comprehensive Planning
- Historic Preservation
- SketchUp
- AutoCAD

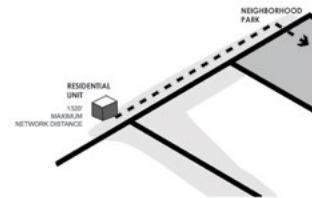
EXPERIENCE



North Okaloosa Planning Study

Senior Urban Designer | Okaloosa County, FL

- Developed concept designs for future residential areas
- Assisted the project team with presentations and graphics



Lake Wales Envisioned-Long Range Plan

Senior Urban Designer | Lake Wales, FL

- Assisted in the development of a detailed set of amendments to the City's Comprehensive Plan and Land Development Code for implementation of the community vision
- Graphically represented new land development codes



Complete King Street Master Plan

Senior Urban Designer | St. Augustine, FL

- Researched precedent park and plaza projects
- Developed concept designs for hardscape and landscape design



Kalberg Comprehensive Plan

Subject Manager/Lead Landscape Architect | Kalberg, Norway

- Led the development of the landscape analysis and assisted in the work with the planning program and studies

Claudia Sicilia

3D VISUALIZATION SPECIALIST



20 Years of Experience

Lumion, Civil3D, SketchUp, ArcGIS

Orlando, FL



PROFILE

Claudia has experience helping clients envision robust design projects through technical drawings and detailed 3-D visualization renderings. She provides a creative perspective with a technical foundation and her extensive background in CADD aids in the implementation of the team's design concepts.

EDUCATION

- Bachelor of Architecture, Jose Maria Vargas University, Caracas, Venezuela
- Associate of Science Degree in Computer Drafting and Design, Florida Technical College, Orlando, FL

SKILLS

- AutoCAD Civil3D
- Lumion Mock-ups and Fly-through Videos
- SketchUp Community Engagement
- Bilingual (Spanish)
- ArcGIS
- Photoshop Rendering

EXPERIENCE



Alligator Chain of Lakes Conceptual Master Plan

Design & CADD Support | Osceola County, FL

- Assisted with concept development and construction documents



Visualization & Form-Based Regulation Services

Graphics & 3D Visualization Specialist | Oldsmar, FL

- Collaborated with urban designers on approach from ideation to refined direction
- Created Lumion model to showcase design details in 3D



Brittany Bay Park

CADD Support | Miami Beach, FL

- Assisted with site design support for the development of construction drawings



Rowell's Waterfront Park

Design & CADD Support | Key Largo, FL

- Provided site design support
- Assisted on Construction Document Preparation
- Provided graphic support on Phase II of the development

Em Schaefer

CREATIVE DIRECTOR



12 Years of Experience

AIGA Board Member

Orlando, FL



PROFILE

Em adds creative insight to projects through branding, visual communications, marketing, community engagement, wayfinding, and illustration. Her vast experience using various media to tell compelling brand stories elevates client work across private/public sectors. She provides direction on the creative process of municipal branding to engage with the communities through exciting/expressive ways.

EDUCATION

- Master of Science in Digital Marketing, University College Dublin Michael Smurfit Business School, Dublin, Ireland
- Bachelor of Arts in Visual Communications, Ball State University, Muncie, IN

SKILLS

- Brand Positioning
- Community Engagement
- Website Design
- Logos/Branding
- Marketing Collateral
- Social Media Design & Strategy
- Infographics
- Video/Motion Graphics
- Adobe Create Suite (Illustrator, Photoshop, InDesign, After Effects, Premiere Pro)
- Signage/Wayfinding/Environmental Graphics
- Sketching & Illustrations

EXPERIENCE



Comprehensive Plan Update

Senior Graphic Designer | Green Cove Springs, FL

- Designed presentation templates for workshops
- Created interactive project website

Resiliency Amendments

Senior Graphic Designer | North Port, FL

- Managed and designed unique project logo/branding
- Created interactive project website and creative marketing collateral for workshops
- Established Social Media Plan and assets to promote workshops and project website

Sustainability Action Plan

Senior Graphic Designer | Titusville, FL

- Managed and designed unique project logo/branding
- Created interactive project website and creative marketing collateral for workshops

Comprehensive Plan Update

Senior Graphic Designer | Wildwood, FL

- Designed presentation templates for workshops and promotional marketing materials
- Created report featuring unique branding
- Converted data into visual infographics

Lainie Jones

GRAPHIC DESIGNER



2 Years of Experience



AIGA Member



Orlando, FL



PROFILE

Lainie adds a unique perspective to Inspire's marketing team through her continued growing knowledge of design trends, attention to detail, and extensive understanding of the Adobe Creative Suite to create successful designs in a timely manner. Lainie provides a fresh insight, along with a strong work ethic, to ensure the team's continued success.

EDUCATION

- Bachelor of Fine Arts in Emerging Media, University of Central Florida, Orlando, FL

SKILLS

- Adobe Creative Suite (InDesign, Photoshop, Illustrator, XD)
- Microsoft Office (Word, PowerPoint, Excel)
- Infographics
- Logos/Branding
- Layout Design
- Marketing Collateral
- Sketching/Painting/ Illustrations
- Digital Drawings (iPad)
- Procreate Drawing App (iPad)
- Website Design

EXPERIENCE



Comprehensive Plan Update

Graphic Designer | St. Johns County, FL

- Utilized project branding and created presentations, workshops, and marketing collateral
- Assisted in the creation of interactive project website



Comprehensive Plan Update

Graphic Designer | Flagler County, FL

- Utilized unique project branding for presentations, workshops, and marketing collateral
- Assisted in the creation of interactive project website
- Assisted with creating project report featuring unique branding



Comprehensive Plan Update

Graphic Designer | Pasco County, FL

- Assisted with report design/layout
- Designed presentations

North Okaloosa Planning Study

Graphic Designer | Okaloosa County, FL

- Utilized project branding and created presentations, workshop materials, and marketing collateral

Gabriela Castro

AICP

**PLANNER/COMMUNITY
ENGAGEMENT SPECIALIST**



9 Years of Experience

AICP #030965

Orlando, FL



PROFILE

Gabriela has experience in reviewing development applications for municipalities. In her professional experience she has reviewed various types of development applications ranging from site work to entitlement work. She has created reports and explained these reports to various agencies and boards. Additionally, Gaby has experience in technical writing and public speaking.

EDUCATION

- Master of Arts in Urban & Regional Planning, University of Florida, Gainesville, FL
- Bachelor of Science in Sustainability and the Built Environment, University of Florida, Gainesville, FL

SKILLS

- Development Review
- Community Engagement

EXPERIENCE

Greater Lacoochee Community Plan

Planner | Pasco County, FL

Prepared a community plan for an 11,300-acre Northeast Pasco rural community to address housing needs, infrastructure, economic development, and preservation of the rural aesthetic.

- Assisted in the facilitation of various public engagement activities
- Drafted the existing conditions report, which examined topics such as current public facilities and services, adopted regulations and policies, and demographics of the area

Visioning & Comprehensive Plan Update

Planner | Palm Bay, FL

Established Palm Bay Vision 2040 through a robust and inclusive public engagement process for the 16th largest city in Florida.

- Prepared the data and analysis for the Intergovernmental Coordination Element
- Participated in several community outreach events for the project, including public workshops online and in person

Comprehensive Plan Update

Planner | Flagler County, FL

Visioning and complete plan rewrite for the fourth-fastest growing county (2020-2023) in Florida. Addressed issues related to rapid growth and resiliency for this coastal county.

- Prepared the data and analysis for various elements including Conservation, Economic Development, Intergovernmental Coordination, and the Recreation and Open Space Element
- Assisted in several community outreach events for the project

Laura Martinez

URBAN PLANNER



2 Years of Experience



American Planning Association (APA)



Tampa, FL



PROFILE

Laura is experienced in entitlements for a wide range of projects from single-family and multi-family residential, to commercial, government use, and mixed-use.

EDUCATION

- Master of Urban & Regional Planning (MURP), University of Florida, Gainesville, FL
- Bachelor of Science in Sustainability & the Built Environment, University of Florida, Gainesville, FL

SKILLS

- Urban Planning
- Master Land Planning
- Entitlements
- Comprehensive Planning
- ArcGIS Pro
- ArcGIS Map
- SketchUp
- StreetLight Data
- Fluent in Spanish

EXPERIENCE

Comprehensive Plan Update

Planner | Vero Beach, FL

The City of Vero Beach Comprehensive Plan update involved assessing current challenges, goals, and drafting plan language that met the Florida Statutes.

- Revised the environmental, coastal resilience, and intergovernmental coordination chapters of the Comprehensive Plan to ensure that all F.S. were met and the City's unique challenges/goals were addressed
- Produced GIS maps for the environmental and coastal resilience elements of Comprehensive Plan

Community Redevelopment Plan

Planner | Lauderdale Lakes, FL

Updated the City's Community Redevelopment Plan with the goal of fostering new development, consistent with the community's vision.

- Conducted a Field Review and collaborated with client to understand the goals for the Community Redevelopment Agency
- Developed an Opportunities and Constraints exhibit through collaboration with the client, financial analyst subcontractor, and State and Local GIS data

Melrose-Mercy Neighborhood Plan Update

Urban Planner | St. Petersburg, FL

A robust community engagement effort to develop a highly-visual and user-friendly document that includes a conceptual master plan, capital projects/prioritization and implementation strategy.

- Conducted Field Review to assess current conditions and identify key strengths and opportunities
- Facilitated Community Engagement and worked collaboratively with City and Stakeholders to discern potential solutions and resources
- Contributed to development of a Neighborhood Plan by engaging

Comprehensive Plan Update

 COCOA, FL



DATES

2019 - 2020



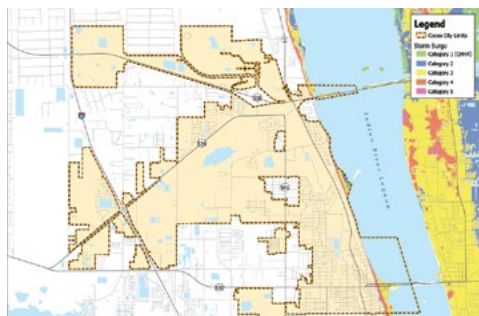
OWNER

City of Cocoa, FL
 Charlene Neuterman,
 Deputy Community
 Development Director
 65 Stone Street,
 Cocoa, FL 32922



KEY SERVICES

- Planning
- GIS Mapping
- Community Engagement



The Inspire team updated the City's Comprehensive Plan based on the Comprehensive Plan Evaluation and Appraisal letter. The scope included the preparation of a matrix listing State Statute changes since the last EAR update and noting which portions of the City's plan should be amended. The matrix then served as a guide for plan changes. The team mapped the potential flood areas and incorporated development and redevelopment strategies into the Coastal Management Element to reduce flood risks in coastal areas, and encourage the use of strategies that will result in the removal of coastal property from FEMA flood zone designations. Presented the amendments at required public hearings.



OVERVIEW

- Detailed matrix highlighting Statutory changes
- Included redevelopment strategies to reduce flood risks in coastal areas
- Mapping of flood areas
- Developed strategies to reduce flood risks in coastal areas

Comprehensive Plan Update

 FORT PIERCE, FL



DATES

2019



OWNER

City of Fort Pierce, FL
 Nicholas C. Mimms, PE, ICMA-CM
 100 North US 1,
 Fort Pierce, FL 34950



KEY SERVICES

- Comprehensive Planning
- Peril of Flood Analysis
- GIS Mapping
- Agency Coordination



In 2019, Inspire commenced an update of the City's Comprehensive Plan. The first task included the preparation of a recommendations matrix that listed the statute changes since the last EAR update and noted which portions of the City's plan should be amended. Inspire updated the future land use map to be consistent with past amendments and sea level rise. Inspire amended the Coastal Management Element to reduce flood risks in coastal areas, and to encourage the use of strategies that will result in the removal of coastal property from FEMA flood zone designations. Inspire guided the project through the approval process, which included coordinating with DEO, presenting the amendments at all required public hearings, and drafting the ordinance.

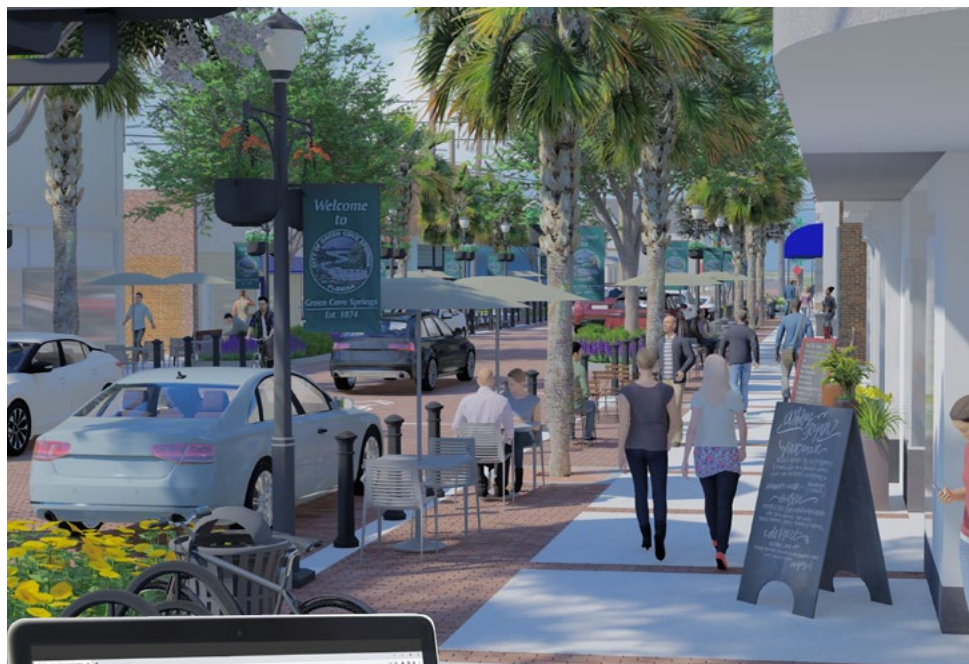


OVERVIEW

- Coastal community with outdated Comprehensive Plan
- Focus on sea level rise and peril of flood additions
- Use of coastal mapping to reduce flooding risks

Comprehensive Plan Update

📍 GREEN COVE SPRINGS, FL



DATES

2021 - 2022



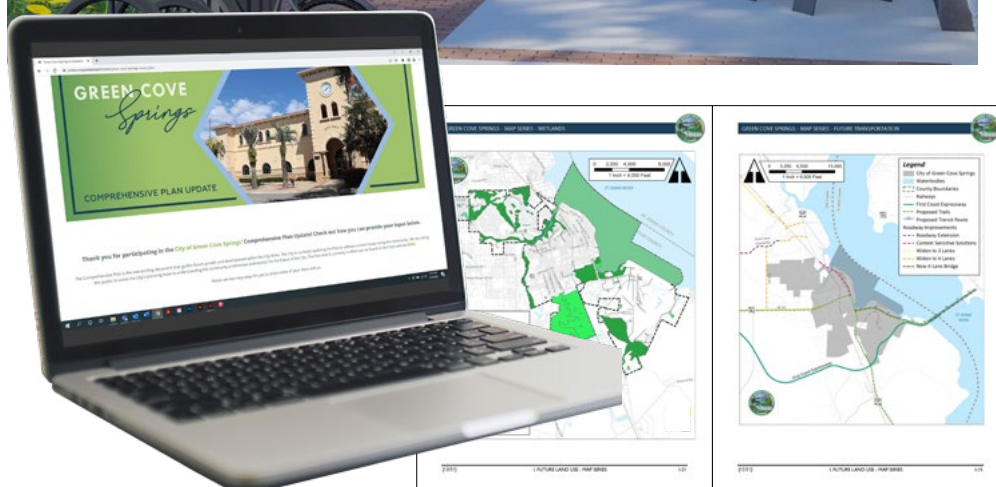
OWNER

City of Green Cove Springs, FL
Michael P. Daniels, Green Cove
Springs Planning &
Zoning Director
321 Walnut Street, Green Cove
Springs, FL 32043



KEY SERVICES

- Planning
- Community Engagement
- GIS Mapping



Inspire updated the Future Land Use and Transportation Elements of the City's Comprehensive Plan to address recent changes in local conditions. The project focused on the following key topics: the construction of the First Coast Expressway and an interchange just South of the City limits, substantial recent and upcoming annexations, efforts to revitalize the downtown, future actions to protect the City's historic sites, urban form along major transportation corridors, complete streets, and introduction of mobility strategies.

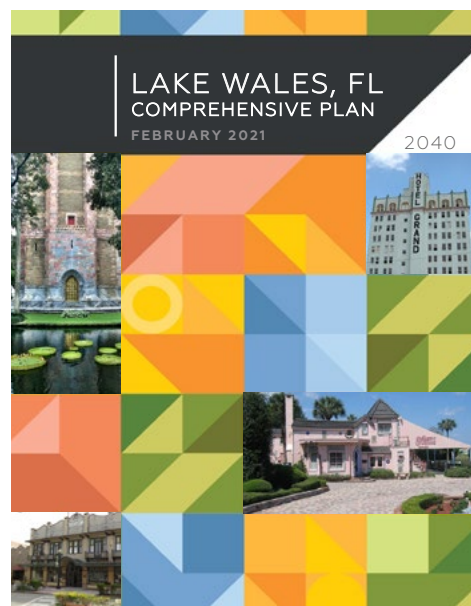


OVERVIEW

- Utilized Social Pinpoint and a virtual meeting portal tool to facilitate public input through a survey and an interactive map to gather location specific comments
- **Report:** <https://acrobat.adobe.com/link/track?uri=urn:aaid:scds:US:465e40a8-fac1-3f22-9da2-cbfae521c4dc>

Comprehensive Plan Update

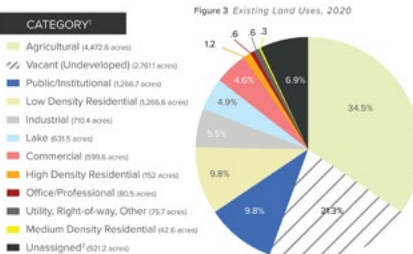
LAKE WALES, FL



II. LAND USE DATA, INVENTORY, AND ANALYSIS

EXISTING LAND USES

In order to better guide and direct future land uses (FLU) within the City of Lake Wales, it is necessary to first gain an understanding of present land use patterns. Figure 3 depicts the existing land use and development patterns by parcel in the City of Lake Wales, as of 2020. The existing land use (ELU) inventory serves as the basic framework for the FLU designations.



The ELU categories shown above are derived from the Department of Revenue (DOR) land use codes provided within the most recent version of the Pin County Property Appraiser's parcel map. Unassigned includes any portion of the City not located within a land parcel.

Source: Pin County, Pin County Property Appraiser, 5/6/20, 2020.

Figure 3 shows the acreage of land use by category. This pie chart and Figure 4 show that the predominant use of land in the city is currently Agriculture, covering 4,472.6 acres or about 34.5% of the entire city. The second most predominant land use is Vacant, covering approximately 21.3% of the city, or 2,761.1 acres. A brief description of each land use category, along with their typical uses, is provided below.

1. Agriculture

This designation represents areas used for agricultural activities and rural residential development located on the fringes of the urban areas. Uses found in the agriculture areas may include vegetable farms, livestock ranches, fruit groves, plant nurseries and silviculture activities, as well as kennels, farm equipment storage and sales, and other more intensive uses. As shown on the ELU map, agricultural land uses are located around the perimeter of the city.



DATES

2020 - 2021



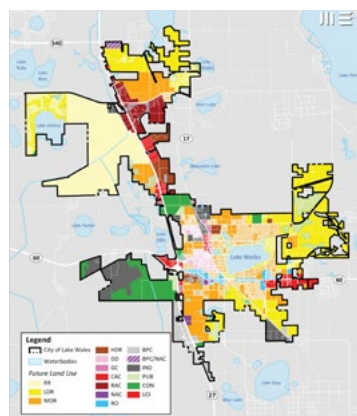
OWNER

City of Lake Wales, FL
Autumn Cochella, Development Services Manager
201 West Central Avenue,
Lake Wales, FL 33853



KEY SERVICES

- EAR-Based Amendments
- Comprehensive Planning
- GIS Mapping
- Community Engagement



Inspire completed a comprehensive update of the City's Comprehensive Plan in accordance with the State of Florida's evaluation and appraisal review (EAR) process. A steering committee of local business leaders, social activists, developers and architects guided community engagement plans. These efforts included an interactive website, stakeholder interviews, and public workshops. The planning process included an overhaul of the data and analysis, which was also reformatted for clarity and to incorporate infographics and other visual aids.

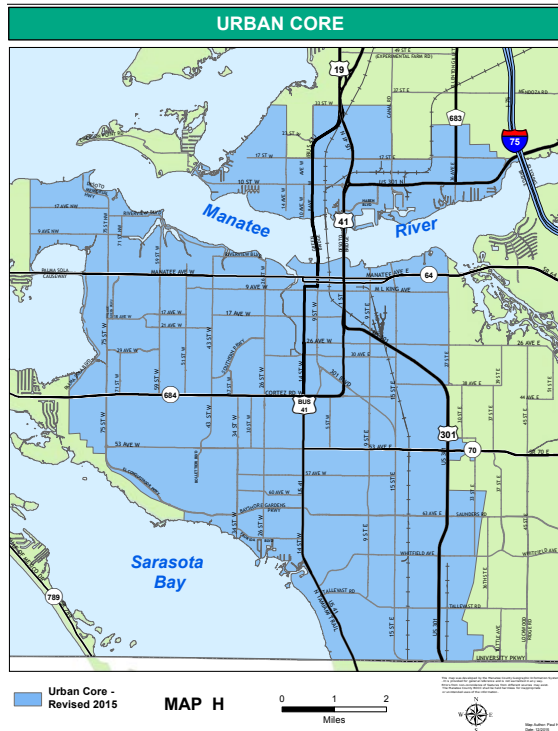


OVERVIEW

- High growth City with outdated Plan
- Architecturally significant community
- A well-attended public involvement process that included virtual workshops, and meetings to engage the community

Comprehensive Plan & Land Development Code Updates

MANATEE COUNTY, FL



DATES

2016 - 2019



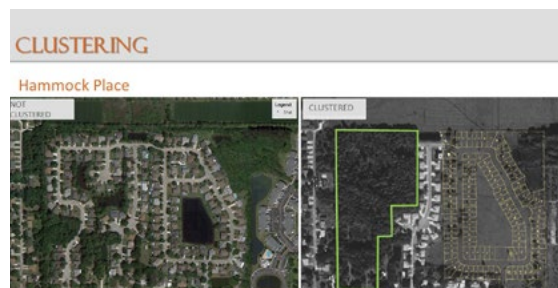
OWNER

Manatee County, FL
Robert Wenzel, Development
Services Division Manager
1112 Manatee Avenue West,
Bradenton, FL 34205



KEY SERVICES

- Planning
- GIS Mapping
- Community Engagement



Inspire assisted Manatee County in its efforts to update portions of its 30-year-old Comprehensive Plan. When the Plan was developed in 1989, many specific provisions were included as placeholders until more detailed regulations were adopted. The Inspire team assisted with revisions to the Plan and the Land Development Code (LDC) to address the placeholders. The work included amendments to encourage growth in nodes where utilities and services are available, encouraging clustering and mixed-use developments, encouraging affordable housing, and clarifying the role/purpose of the various coastal planning areas.



OVERVIEW

- Placed focus on guiding development to appropriate nodes
- Coordinated updates to the Plan and LDC
- Developed incentives for affordable housing and mixed-use development

Comprehensive Plan Update-Support Documentation

 MELBOURNE, FL



DATES

2016 - 2017



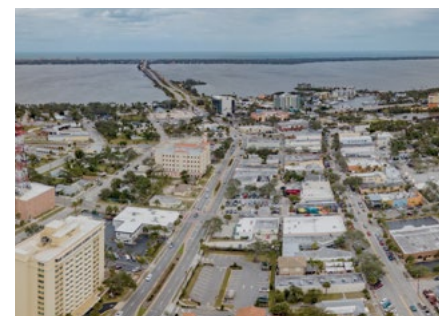
OWNER

City of Melbourne, FL
 Cindy Dittmer, Community
 Development Director
 900 East Strawbridge Avenue,
 Melbourne, FL 32901



KEY SERVICES

- Planning
- GIS Mapping
- Community Engagement



Inspire prepared the supporting documentation for the EAR-based Comprehensive Plan amendments, which focused on the issues identified in the 2016 Evaluation and Appraisal letter. This effort included: the preparation of new population projections; an update of the future land use needs based on a vacant lands suitability analysis and current future land use map; an update of the housing projections/demand based on the Florida Housing Data Clearinghouse adjusted to reflect the new population projections; and the mapping of potential flood areas to support the City in drafting development and redevelopment strategies for incorporation into the Coastal Management Element per Senate Bill 1094.



OVERVIEW

- New population and housing projections
- Future land use needs analysis based on vacant lands suitability analysis and current future land use map
- Identify flood areas for purposes of development and redevelopment strategies
- Focus on mobility

Comprehensive Plan Update

 NORTH PORT, FL



DATES

2020 - 2021



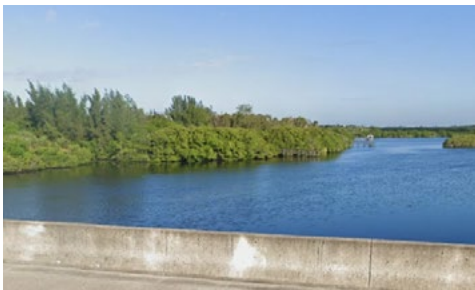
OWNER

City of North Port, FL
 Alaina Ray, Neighborhood
 Development Services
 Director
 City Hall, First Floor, Room
 129, 4970 City Hall Boulevard,
 North Port, FL 34286



KEY SERVICES

- Planning
- Peril of Flood Analysis
- GIS Mapping
- Community Engagement



Through the Technical Assistance Grant program administered by the Department of Economic Opportunity, Inspire prepared a thorough evaluation and update to the City's Conservation and Coastal Zone Management Element. As part of this effort, Inspire drafted amendments to the Element to ensure its consistency with Peril of Flood requirements established in Florida Statutes, implemented the findings of the Sea Level Rise in Sarasota County Vulnerability Assessment, and included best management practices for reducing potential losses from coastal flooding. Inspire also completed a Peril of Flood map series, which depicted the potential impacts of sea level rise, storm surge, and flooding within North Port's coastal areas. This process also included two public workshops and concluded with a presentation of the draft amendments to the City Commission at a public hearing.

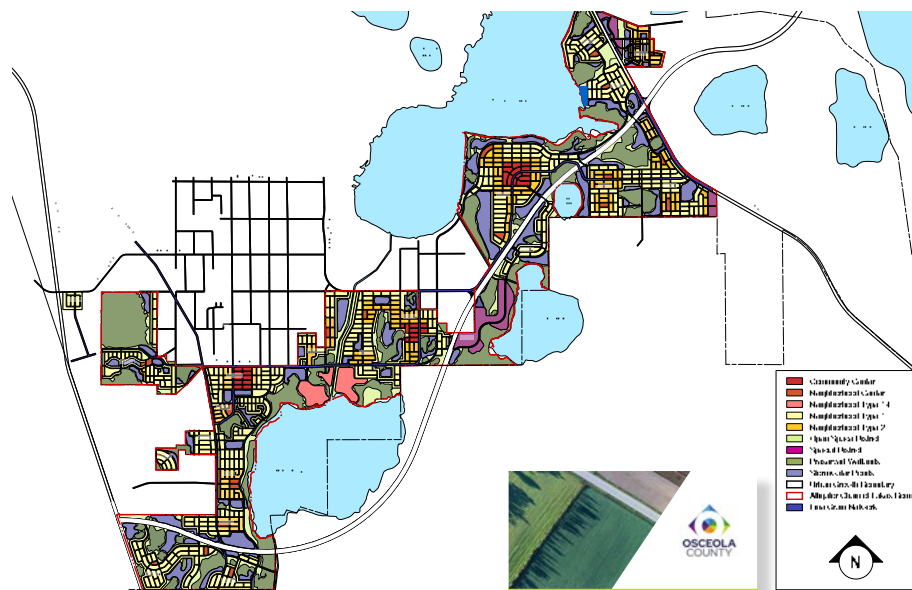


OVERVIEW

- Grant funded project to update a coastal community's Comprehensive Plan
- Addressed issues of sea level rise, storm surge, and coastal flooding
- Used coastal mapping to identify community's flood risk

Alligator Chain of Lakes Conceptual Master Plan

 OSCEOLA COUNTY, FL



DATES

2022 - 2023 (Phase 1) | 2023 - Ongoing (Phase 2)



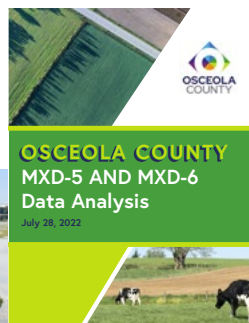
OWNER

Osceola County, FL
 Cori M. Carpenter, LEED GA,
 Director of Planning & Design,
 Osceola County Community
 Development Department
 3 Courthouse Square, 2nd
 Floor, Kissimmee, FL 347741



KEY SERVICES

- Master Planning
- GIS Mapping
- Comprehensive Planning



Osceola County is anticipating the addition of more than 200,000 residents by the year 2040. The County's strategy for managing this future growth includes an Urban Growth Boundary designed to promote mixed use development within planned mixed-use districts while maintaining 60% of the County for rural uses, including ranching, agriculture, and natural resource conservation. The Alligator Chain of Lakes (formerly known as Mixed-Use Districts 5 & 6) is one of these designated mixed-use planning districts and spans more than 8,500 acres. Located immediately south of the City of St. Cloud, this mixed-use planning district surrounds the alignment of a new toll facility that will connect US 192 and Florida's Turnpike. Inspire commenced this effort by conducting a thorough analysis of existing conditions and previous public engagement efforts. The next phase included a design workshop to update the District's Conceptual Master Plan to identify the street network, residential neighborhoods, centers, parks, and environmental resources. Lastly, Inspire created a new Comprehensive Plan Element for the District with goals, objectives, and policies to guide development within the Alligator Chain of Lakes. The County adopted this new Element in 2023.



OVERVIEW

- 8,500-acre Master Plan
- Design workshop to update District's Conceptual Master Plan
- Created new Comprehensive Plan Element

Visioning & Comprehensive Plan Update

📍 PALM BAY, FL



DATES

2020 - 2023



OWNER

City of Palm Bay, FL
Joan Junkala-Brown, Deputy
City Manager
120 Malabar Road,
Palm Bay, FL 32907



KEY SERVICES

- EAR-Based Amendments
- Comprehensive Planning
- Robust Public Engagement
- Online Website
- GIS Mapping



Inspire completed a 12-month community visioning effort, as a precursor to the Comprehensive Plan update, for this fast-growing City of more than 125,000 residents. Public engagement efforts included an interactive website, stakeholder interviews, focus groups, and public workshops. The final vision plan included existing conditions, recommendations, and a vision statement. This successful visioning effort provided residents with the first cohesive community vision in Palm Bay's 63-year history. The team fully updated the Comprehensive Plan to implement the community's vision and align the Plan with the desired growth in Palm Bay.



OVERVIEW

- The team led numerous stakeholder workshops, public workshops, staff meetings, and virtual engagements to cultivate as much public input as possible
- **Final Report:** <https://acrobat.adobe.com/id/urn:aaid:sc:VA6C2:84d57a86-3db7-426c-85e4-df3daa761013>

Greater Lacoochee Community Plan

 PASCO COUNTY, FL



DATES

2022 - 2023



OWNER

Pasco County, FL
Hyatt Mazili, Pasco 2050
Project Manager
8731 Citizens Drive, Suite 360,
New Port Richey, FL 34654



KEY SERVICES

- Small Area Planning
- Visioning
- Community Engagement
- Action Plan
- GIS Mapping



Pasco County engaged Inspire to develop an understanding of an unincorporated area referred to as the Greater Lacoochee Community in the northeast portion of the County. The 11,000-acre study area includes rural land within the Northeast Rural Protection Area and three historic African American communities. This area has been in decline since the late 1950s when the local sawmill closed after the harvesting of old growth cypress trees was outlawed and timber supply dwindled in the Withlacoochee State Forest. To date, the County has conducted five plans or studies to help improve and elevate these communities with varied outcomes. The new plan focuses on implementation and integrates the community's desires with previous plans and studies.

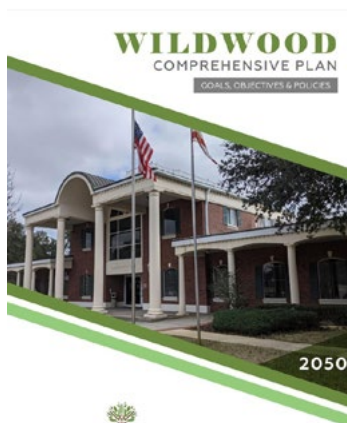
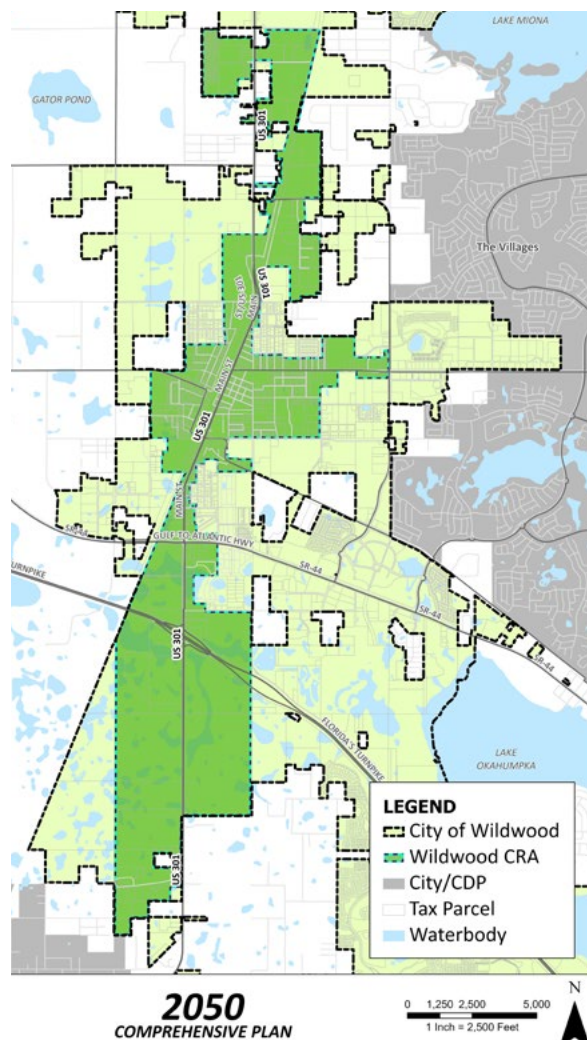


OVERVIEW

- Conducted extensive community engagement for an area of the County experiencing significant decline
- Utilized Social Pinpoint for online community engagement.
- Facilitated three well-attended public workshops with multiple activities
- Prepared a robust community plan focused on implementation

Comprehensive Plan Update

📍 WILDWOOD, FL



PUBLIC WORKSHOP

Thursday, February 18, 2021 6-8 PM, EST



DATES
2020 - 2022

OWNER
City of Wildwood, FL
Melanie Strickland, CPM, AICP,
Development Services Director
100 North Main Street,
Wildwood, FL 34785

KEY SERVICES

- Planning
- GIS Mapping
- Community Engagement

Inspire updated the City's Comprehensive Plan to address changes in local conditions since the last update and to establish a new vision for future growth. The City has experienced tremendous growth as a result of the expansion of The Villages, which projects the addition of 60,000 dwelling units in Wildwood in the next 30 years. Community engagement efforts included an interactive project website, stakeholder interviews, and community workshops. This effort also included customized population and housing projections, because the projections developed by the State were substantially lower than expected.

OVERVIEW

- Updated eight elements, including data & analysis, goals objectives, and policies, and a map series
- Utilized Social Pinpoint to facilitate public input through a survey, an idea wall, and a virtual meeting portal
- **Final Plan:** <https://acrobat.adobe.com/id/urn:aaid:sc:va6c2:066ae900-bbb8-41cc-88f4-e259717360ad>

ONGOING PROJECT

Comprehensive Plan Update

 FLAGLER COUNTY, FL


DATES

2023 - 2025



OWNER

Flagler County, FL
Adam Mengel, Growth
Management Director
1769 E. Moody Boulevard,
Building 2, Bunnell, FL 32110



KEY SERVICES

- Visioning
- Comprehensive Planning
- Community Engagement
- GIS Mapping



From 2020-2023, Flagler County was the fourth-fastest growing county in Florida. In 2023, Inspire commenced an update to the County's Comprehensive Plan. The primary objectives of this update are to maintain consistency with recent changes to Florida Statutes, to implement a shared community vision derived from in-person and online input opportunities, and to address the issues and opportunities identified during the extensive Data & Analysis process. The results of these efforts will be an updated Plan which sets the stage for future growth within Flagler County through the 2050 planning horizon.



OVERVIEW

- Established a shared community vision, Flagler Forward, which resulted from an extensive public engagement process
- Performed an exhaustive analysis of existing conditions within the community
- Amended the Goals, Objectives, and Policies of the Plan to implement Flagler Forward, to reflect recent changes to Florida Statutes, and to address issues identified during the Data & Analysis process

ONGOING PROJECT

Comprehensive Plan Update

📍 ST. JOHNS COUNTY, FL

**DATES**

2023 - 2025

**OWNER**

St. Johns County, FL
Mike Roberson, Growth
Management Director
4040 Lewis Speedway, St.
Augustine, FL 32084

**KEY SERVICES**

- Visioning
- Comprehensive Planning
- Community Engagement
- GIS Mapping



**COMPREHENSIVE
PLAN UPDATE**

From 2020-2023, St. Johns County was the second-fastest growing county in Florida. In 2023, Inspire commenced a community-driven update to the County's Comprehensive Plan. Inspire facilitated an extensive public engagement process, inclusive of a project website featuring a survey and community forum, six public workshops, and two open house events. The insights and vision provided by the community, coupled with an extensive analysis of existing conditions within the community, serve as the basis for this update to the 2050 Comprehensive Plan's Goals, Objectives, and Policies.

**OVERVIEW**

- Empowered the community to establish a shared vision for the future of St. Johns County through the strategic implementation of online and in-person engagement methods
- Amended the Comprehensive Plan to implement the shared community vision, reflect recent changes to Florida Statutes, and address issues and opportunities identified in the Data & Analysis

ISLAMORADA

VILLAGE OF ISLANDS, FL

COMPREHENSIVE PLAN UPDATE


Inspire
PLACEMAKING COLLECTIVE

PROJECT APPROACH

RFP#24-10

JULY 11, 2024, 3:00PM

PROJECT APPROACH

Inspire understands that the Village is seeking a Comprehensive Plan update to serve as the guiding tool for decision-making and development in Islamorada over the next 20 years. This section describes our proposed approach and projected schedule to complete the plan update. This section is intended as a starting point for further discussion with Village Staff. Through these discussions, we will refine this approach to include additional details such as specific dates and event locations.

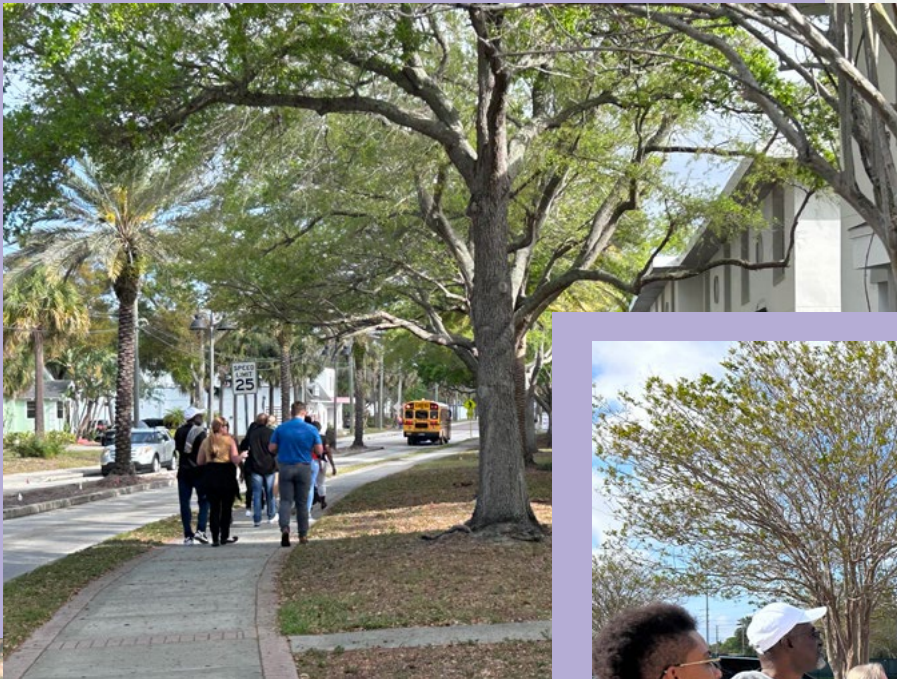
TASK 1. KICK-OFF, PROJECT BRAND/WEBSITE, & PUBLIC ENGAGEMENT PLAN

1.1: Kick-off Meeting & Team Meetings - Inspire will commence this planning effort with an in-person kick-off meeting at Village Hall. In advance of this meeting, Inspire will prepare a meeting agenda, data request list, and project timeline for discussion and approval. The kick-off meeting agenda will include a discussion of project roles and assignments, project milestones, data collection, points of contact, and the overall schedule. We will also clearly identify all project deliverables. We strongly suggest inviting representatives from all departments relevant to this process including the Village Manager, Village Attorney, Planning and Development Services, Public Works, Parks and Recreation, and Wastewater Utility. The objectives for this meeting include:



As part of the kick-off meeting, the Inspire team will conduct a tour of the Village. The tour will include stops at the Village Center, municipal parks, and several neighborhoods including both older established ones as well as recent developments. The tour serves to provide context for the planning discussions that will be occurring throughout the course of the project.

The kick-off meeting will serve as the formal commencement of the planning effort. To keep the project on schedule and within budget, Inspire will facilitate bi-weekly virtual team meetings throughout the course of the project. These meetings are designed to track project progress and address any issues which may arise. These meetings will be conducted via Microsoft Teams (or any other preferred virtual meeting software).



1.2: Project Brand & Website - Inspire's graphic design team will collaborate with Village Staff to develop a project brand. The project branding will strengthen communication throughout the development of the comprehensive plan update. Inspire will generate up to three design concepts based on an initial meeting with the Village and provide two rounds of edits to finalize. We will then use the final brand on all planning-related documents and community outreach materials developed for the project.

Inspire will utilize the Social Pinpoint online community engagement platform to provide a branded and customizable project website that will function as the primary method of communication between the public and the Project Team throughout the duration of the project. The project website will have two overarching goals:



1 **TO INFORM.** Using the suite of tools available on the Social Pinpoint platform, Inspire can provide a wealth of project-related information and documents on the project website. Depending on the directives of Village Staff, this effort may include public workshop summaries, draft amendments, meeting recordings, and other multi-media content.

2 **TO ENGAGE.** Inspire can incorporate a range of community engagement tools into our project websites, including online surveys, forums, comment walls, interactive maps, and participatory budgeting opportunities. The team will use the input collected on the project website to inform our planning analyses and amending the provisions of the comprehensive plan. The use of Social Pinpoint makes this process easier by featuring a robust suite of analytic and aggregation tools available for use by the Project Team.

The site is completely customizable to the Village's needs and we will update it throughout the process to ensure that the public remains informed about the project and can review and comment on the comprehensive plan.

A sampling of our active or recent project websites developed using the Social Pinpoint platform is listed below.

CHECK IT OUT!

Palm Bay, FL - Comprehensive Plan Update:
<https://smeinc.mysocialpinpoint.com/palmbayplanupdate>

Pasco County, FL - Greater Lacoochee Community Plan:
https://smeinc.mysocialpinpoint.com/lacoochee_small_area_plan

St. Johns County, FL - Comprehensive Plan Update:
<https://www.inspire-engagement.com/st-johns-county-plan-update>

Flagler County, FL - Comprehensive Plan Update:
<https://www.inspire-engagement.com/flagler-county-comp-plan>

To promote the project website, Inspire will coordinate with the Village Staff to develop three branded digital posts using the Village's preferred social media platforms and provide up to two rounds of revisions for each post.



1.3: Public Engagement Plan - A robust and inclusive community engagement program is a fundamental component of Inspire's planning process. Our community-driven approach recognizes the unique and important perspectives that residents and business owners can provide. Furthermore, a plan without community buy-in will fail at implementation. Utilizing a combination of technology, visual communications, and a genuine desire to understand the community's values and vision for the future, we offer a thorough approach to public outreach and engagement.

Additionally, we will work with the Village to seek out local stakeholders, including commercial fishermen, local businesses, homeowners of differing incomes, tourist-based businesses, local leaders, and many others to ensure we are fully informed with the local concerns for the future.

To ensure that the contents of the Plan are community-driven, Inspire will host three public workshops over the course of the project (detailed under each relevant task below) at locations identified with the Village to maximize community participation. Prior to each workshop, Inspire will develop a PowerPoint presentation, engagement activities, and two branded social media posts promoting the workshop using the Village's preferred platforms. Our Team will work with Village Staff to revise each of the materials based on input from Staff.

TASK 2. DATA & ANALYSIS & INITIAL PUBLIC ENGAGEMENT

2.1: Data Collection - Inspire will coordinate with Staff to ensure that specific information is provided regarding existing documentation, including the current adopted goals, objectives and policies, data and analysis, water supply plan, future land use map, GIS data related to the comprehensive plan, past evaluation and appraisal reports, and recent or pending plan and code amendments.

2.2: Assessment Matrix - A true understanding of the current status of the plan requires a thorough evaluation of the contents on each element. To that end, we propose to start by reviewing the current Goals, Objectives, and Policies against recent changes in statutes and their relevance based on changes in local conditions and priorities. Inspire will also review the current Land Development Code to assess current implementation mechanisms for adopted policies. Based on the evaluation, a matrix will be developed listing the identified changes to the plan. This matrix will be submitted to staff so they can comment on our proposed assessment and approach, and also have an opportunity to add items to the matrix. See sample matrix below.

GIS DATA Request Form



Project Title:
Project Manager:
Date:

PLANNING

- ☐ Parcels
- ☐ Jurisdictional Boundary
- ☐ Future Land Use
- ☐ Zoning
- ☐ Overlays
- ☐ Community Redevelopment Areas
- ☐ Enterprise Zones
- ☐ Active Petitions
- ☐ Aerial Imagery
- ☐ Affordable Housing
- ☐ Capital Improvement Projects

TRANSPORTATION

- ☐ Streets/Thoroughfares
- ☐ Bus Stops
- ☐ Bus Routes
- ☐ Bus Facilities (transfer hub, shelter, bench, etc.)
- ☐ Bike lanes
- ☐ Sidewalks
- ☐ Recreational Trails

PUBLIC FACILITIES AND SERVICES

- ☐ Medical/Health Facilities (Hospital, Urgent Care)
- ☐ Schools (Elementary, Middle, High, College/University, Technical)
- ☐ Library
- ☐ Recreational Facility (Sports Facility, Cultural/Arts Facility, Museum, etc.)
- ☐ Park (neighborhood, community, regional)
- ☐ Fire Districts
- ☐ Fire Stations
- ☐ Police Districts
- ☐ Police Stations
- ☐ Administrative Governmental Services
- ☐ Storm Evacuation Zones
- ☐ Storm Evacuation Routes
- ☐ Utilities

ENVIRONMENTAL

- ☐ FEMA Flood Zones
- ☐ Wildlife Corridor
- ☐ Brownfield Sites
- ☐ Coastal (Coastal Construction Setback Line, Mean High Water Line, etc.)
- ☐ Land Use Land Cover
- ☐ Conservation Easements
- ☐ Wetlands
- ☐ Five Foot Contours (Elevation)

OTHER REQUESTED DATA:

Exporting/Sharing Your Files

or:
Pro software on your computer.

t that contains the data you want to share. Ensure that the map view displays nt to export.

a:
pane, right-click on the layer you want to share. Choose 'Data' > 'Export he context menu.

Parameters:
in to save the exported data. Select the desired format (e.g., shapefile, file just any other export parameters as needed.

utton to initiate the export process. ArcGIS Pro will export the selected layer location.

output location and verify that the exported files (e.g., shapefiles) are present.

der:
orted files and right-click. Choose the option to 'Send to' or 'Compress' (the ay vary based on your operating system). This will create a compressed ontaining your exported GIS data.

older:
folder appropriately, providing a clear and descriptive name.

or FTP:
lder to an email or use FTP (File Transfer Protocol) to share the folder with ipient. Provide any additional instructions or context for the recipient to contents and usage of the data.

IRM TO:

I. Future Land Use Element

#	Recommended Change	Response from City Staff
1	Revise FLUE Goal 1. to state "accommodate population and development in an environmentally <i>sustainable</i> manner" in lieu of " <i>acceptable</i> manner"	agree
2	Replace or amend Table 1-1 to reflect new and/or revised FLUM categories, densities, intensities, and permitted uses	agree
3	Add a table below Table 1-1 which provides residential-to-nonresidential use ratios for mixed-use land use categories	agree
4	Delete policies 1.1.4-1.1.21, as this language largely duplicates information already provided in Table 1-1 and the newly added Table 1-2	Does this eliminate the point system for AG FLUs? Need to verify that uses listed are in the LDR use table
5	Delete Objective 1.2 and its associated Policies (1.2.1-1.2.14) as this portion of the document relates to the Oxford Sub-District, which is proposed to be eliminated as a sub-district, and instead add a new policy under Objective 1.1 or Objective 1.6 which states that "The City shall explore creating a special area plan for the Oxford area of Wildwood to . . ."	Agree but need to clarify where HDRMU can be located
6	Delete Objective 1.3 and its associated Policies (1.3.1-1.3.8) as this portion of	Agree however need broad

2.3: Update Data & Analysis - Inspire will update the Data & Analysis section for each Plan element. We will start with the population projections and evaluating current and forecasted demographic conditions. Our methodology for projecting population includes permanent and seasonal population (required by Ch. 163, F.S.), which has been verified by the Bureau of Economic and Business Research (BEBR). We cross-check this analysis with the future land use map carrying capacity which determines the amount of population that may be accommodated by the map.

Through the analysis process, we will identify existing and future capacity deficits in the transportation, utilities and infrastructure analysis, and evaluate the Islamorada housing market to understand the current conditions and trends.

Several maps will be created for the Data and Analysis to display spatially referenced information in easy-to-read graphics that are explained in the narrative of the analysis. Additionally, to perform an effective review of the existing conditions for each element,

Inspire conducts analyses, area calculations, and inventories spatial data using GIS software. This process is often extensive and extremely detailed - requiring significant efforts from our skilled team of GIS Specialists. A number of those maps (i.e., Future Land Use, Existing Land Use, Floodplains, Wetlands, 20-Year Future Transportation Network, etc.) will be included in the updated Future Land Use Map series, which is required by Florida Statutes.



The Islamorada Matters Plan and other recently completed studies will be assessed to ensure consistency and identify applicable recommendations and strategies that should be included in the Comprehensive Plan. The analysis will also consider recent and ongoing planning efforts such as the ROGO/ BPAS Engagement Survey and hurricane evacuation modeling, the affordable housing plan, and any others identified by Village Staff.

The Data & Analysis, coupled with the community input, will become the basis for the update of the goals, objectives and policies. The planning horizon will be extended to 2045. The Future Land Use Map series will be updated to incorporate changes since the last comprehensive plan update. The Data & Analysis will be formatted to include tables and charts, infographics, maps, and other elements that would help make this document more user friendly.

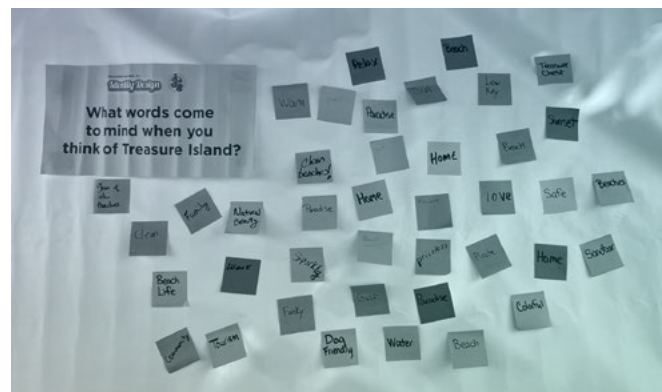
2.4: Staff Working Sessions #1 & #2 - In addition to our weekly progress meetings, we suggest having up to two (2) working sessions with staff as part of this task to walk them through the draft updates, flesh out data, or to dive deeper into subjects that are complex and nuanced. Each of these meetings will be two (2) hours long and will be conducted virtually.

The first public workshop, to be held shortly after we begin the update of the Data & Analysis, will serve as introduction of the project to the public and initial community visioning. At the workshop, Inspire will provide a presentation which discusses the project scope and timeline, explains the importance of updating the plan, promotes the project website, and describes the workshop activities.

The team will submit a summary of the workshop to Village Staff for review. Once finalized, the team will post the summary on the project website for the public to view or download.

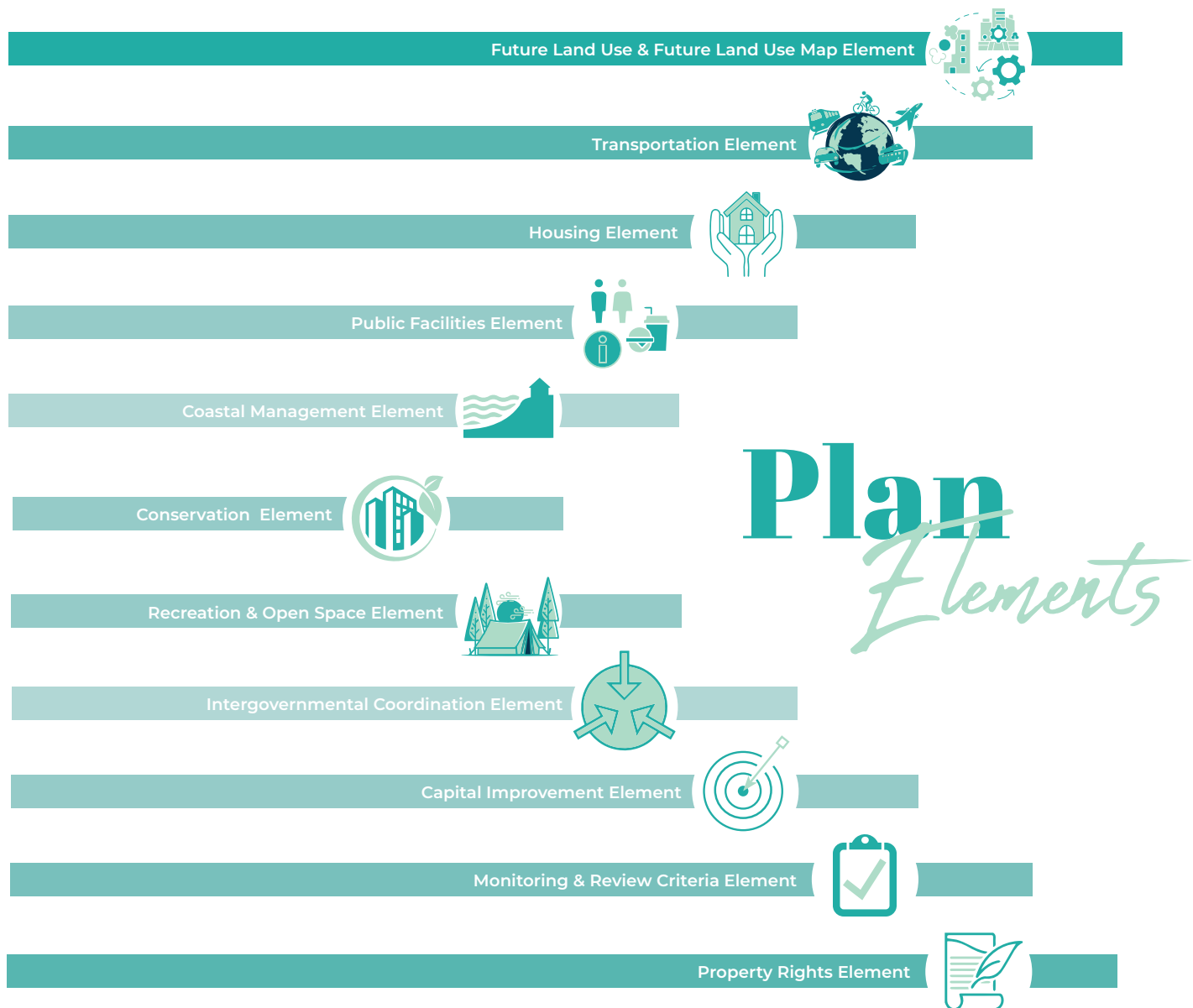
Once we have a complete draft of the Data & Analysis and are ready to start work on the Goals, Objectives, and Policies, we will invite the community to a second workshop to compare our findings with their deep knowledge of the community and to start discussing “where they want to go.” Just as we did prior to the first workshop, we will coordinate the workshop invitations and materials with Village staff.

The team will submit a summary of the event to Village Staff for review. Once finalized, we will post the workshop summary and meeting recording on the project website for the public to review and download. If any changes are needed to the Data & Analysis based on the input received, Inspire will perform those updates.



TASK 3. GOALS, OBJECTIVES, & POLICIES / WORK SESSIONS

3.1: Goals, Objectives, and Policies Draft - Based upon the matrix, the public input received, and the update to the Data and Analysis, Inspire will start revising the Goals, Objectives, and Policies (GOPs). The team will amend the following elements (utilizing strike-through and underline) to incorporate the Village's vision, address deficiencies, and establish a framework for the future of the Village through the new horizon year.

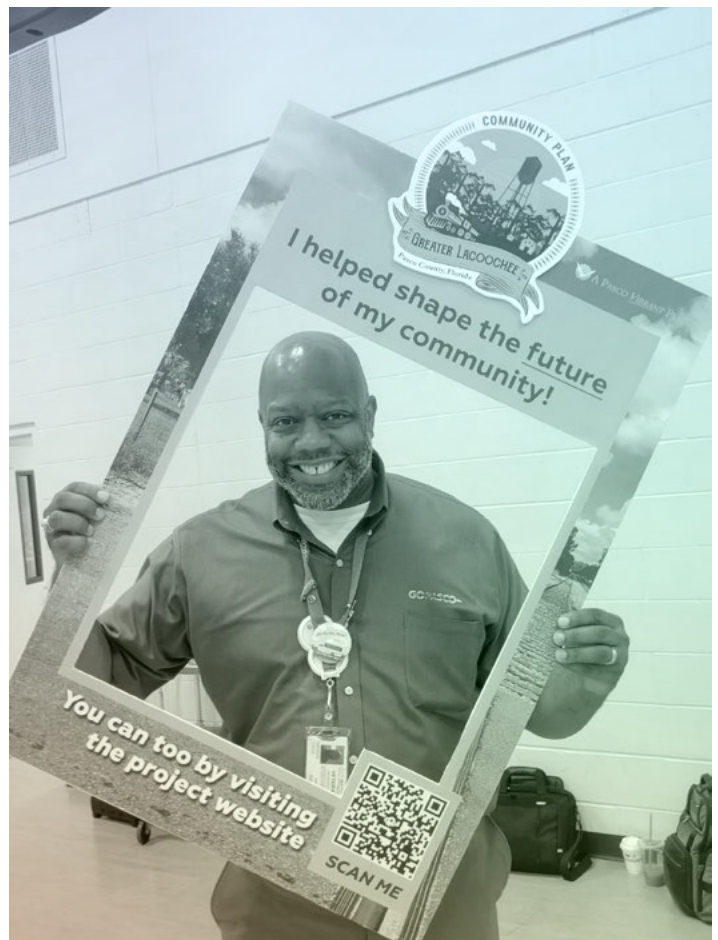


The new GOPs will include modernized, concise, and direct language supported by thoughtful graphics that help communicate important ideas through compelling visuals. The new Comprehensive Plan will be designed for the community to understand and officials to use as a strategic plan for Islamorada. The Future Land Use Map series will be updated to reflect the changes to the Village landscape since the last comprehensive plan update.

3.2: Staff Working Sessions #3 & #4 - In addition to our weekly progress meetings, we suggest having up to two (2) working sessions with staff as part of this task to walk them through the draft GOPs and discuss potential changes. Each of these meetings will be two (2) hours long and be conducted virtually.

3.3: Public Workshop #3 – “HOW DO WE GET THERE?” - After the team has drafted the first round of GOP amendments and Village Staff has reviewed them, Inspire will begin preparations for the third and final public workshop. Unlike the prior two workshops, this event will function more like a charrette, forgoing a typical presentation. We will instead ask the public to work directly with the Planning Team to review and provide feedback on proposed GOP amendments. The intent of this engagement is to ensure that the community has an active role in developing strategies that will implement their vision for the Village. Proposed strategies will be organized by topic area and listed on large, 36"x48" boards that are scattered throughout the venue and each station will be facilitated by at least one member of Inspire or Village Staff.

Inspire will draft a meeting summary after the workshop. Once finalized, we will upload the public workshop summary to the project website for review and download.



3.4: LPA/Village Council Joint Workshop - Inspire proposes to facilitate a joint workshop with the Local Planning Agency (LPA) and the Village Council to allow them to review the draft plan, ask questions, and provide input in a setting that is more relaxed than a public hearing. Inspire will provide a presentation highlighting the process, the community events held, the public comments received, and an overview of the major changes to each element. Inspire will update the draft to address comments received during this meeting.

TASK 4. ADOPTION (OPTIONAL)

Village staff noted in an Addendum that the adoption process will be handled by staff. We have, however, drafted detailed steps in the event that staff prefer Inspire to handle this task.

4.1: Local Planning Agency Hearing - Inspire will submit the full packet to staff for distribution prior to the hearings. The first public hearing during the adoption process will take place with the Local Planning Agency at a regularly scheduled meeting. The Inspire Team will prepare a PowerPoint presentation for the hearing and will take the LPA members through it. Subsequent to this meeting, Inspire will revise the Plan Update according to the recommendations provided by the Agency.

4.2: Village Transmittal Hearing - Inspire will present the draft Comprehensive Plan to the Village Council at the transmittal hearing and will make the necessary changes to prepare the packet for submittal to the FloridaCommerce and reviewing agencies.

4.3: Agency Comments

- Following the State Coordinated review period, agencies will provide comments to the Village directly. Inspire will work with Village Staff to address comments received from state agencies and update the GOPs, if needed.

4.4: Village Adoption Hearing

- Inspire will present the revised amendment package at the Village Council adoption hearing. Following the final hearing, Inspire will provide Village staff with the final documents in clean text.



BOCC Meeting 10/24/23

Pasco 2050

PASCO COUNTY COMPREHENSIVE PLAN UPDATE

improve planning tools

- o Address multiple topics:
 - Land use, mobility, conservation, housing, coastal management, public infrastructure, public facilities, parks & trails, etc..
- o Guide County decisions on growth, community development, and resources conservation
- o Defines actions to achieve goals and objectives

2050?

ive Plan;

Local governments are required to prepare, adopt and amend their Comprehensive Plans. (Florida Statutes, Chapter 163)

The existing 2025 Comprehensive Plan was adopted in 1989 and last updated in 2006.



IN 1513, THE
FLORIDA
KEYS WERE
NAMED
LOS
MARTIRES



KNOWN AS
THE SPORT
FISHING
CAPITAL
OF THE
WORLD



INCORPORATED
IN 1997



LOCATION OF
ONE OF THE
STATIONS
OF THE
OVERSEAS
RAILROAD



THE NAME
ISLAMORADA
OR PURPLE
ISLAND
CAME FROM EARLY
SPANISH EXPLORERS



PRIOR TO
INCORPORATING,
ISLAMORADA WAS
REFERRED TO AS
UPPER
MATECUMBE
KEY

ISLAMORADA

VILLAGE OF ISLANDS, FL

COMPREHENSIVE PLAN UPDATE



CONSULTANT REFERENCES

RFP#24-10

JULY 11, 2024, 3:00PM

REFERENCES

City of Green Cove Springs, FL

Contact Name/Phone/Email

Michael P. Daniels, Green Cove Springs Planning & Zoning Director | 904.297.7500 |
Mdaniels@greencovesprings.com

Address

321 Walnut Street, Green Cove Springs, FL 32043

Link to Completed Plan

<https://acrobat.adobe.com/link/track?uri=urn:aaid:scds:US:465e40a8-fac1-3f22-9da2-cbfae521c4dc>

City of Lake Wales, FL

Contact Name/Phone/Email

Autumn Cochella, Development Services Manager | 863.678.4182 Ext. 229 |
Acochella@lakewalesfl.gov

Address

201 West Central Avenue, Lake Wales, FL 33853

Link to Completed Plan

<https://acrobat.adobe.com/id/urn:aaid:sc:va6c2:87add3fa-b195-4e02-9840-05138e9ff618>

City of Wildwood, FL

Contact Name/Phone/Email

Melanie Strickland, CPM, AICP, Development Services Director | 352.330.1334 |
Mstrickland@wildwood-fl.gov

Address

100 North Main Street, Wildwood, FL 34785

Link to Completed Plan

<https://acrobat.adobe.com/id/urn:aaid:sc:va6c2:066ae900-bbb8-41cc-88f4-e259717360ad>

ISLAMORADA

VILLAGE OF ISLANDS, FL

COMPREHENSIVE PLAN UPDATE

Inspire
PLACEMAKING COLLECTIVE

COST PROPOSAL

RFP#24-10

JULY 11, 2024, 3:00PM



COST PROPOSAL

TASKS	TASK FEE
TASK 1. KICK-OFF, PROJECT BRAND/WEBSITE	\$12,297
TASK 2. DATA & ANALYSIS AND INITIAL PUBLIC ENGAGEMENT	\$52,053
TASK 3. GOALS, OBJECTIVES, & POLICIES/WORK SESSIONS	\$33,335
TOTAL FEE	\$97,685
TASK 4. ADOPTION (OPTIONAL)	\$20,211
TOTAL FEE (including optional task)	\$117,896

Inspire Placemaking Collective, Inc. acknowledges that our proposal remains in effect for ninety (90) days.

ISLAMORADA

VILLAGE OF ISLANDS, FL

COMPREHENSIVE PLAN UPDATE

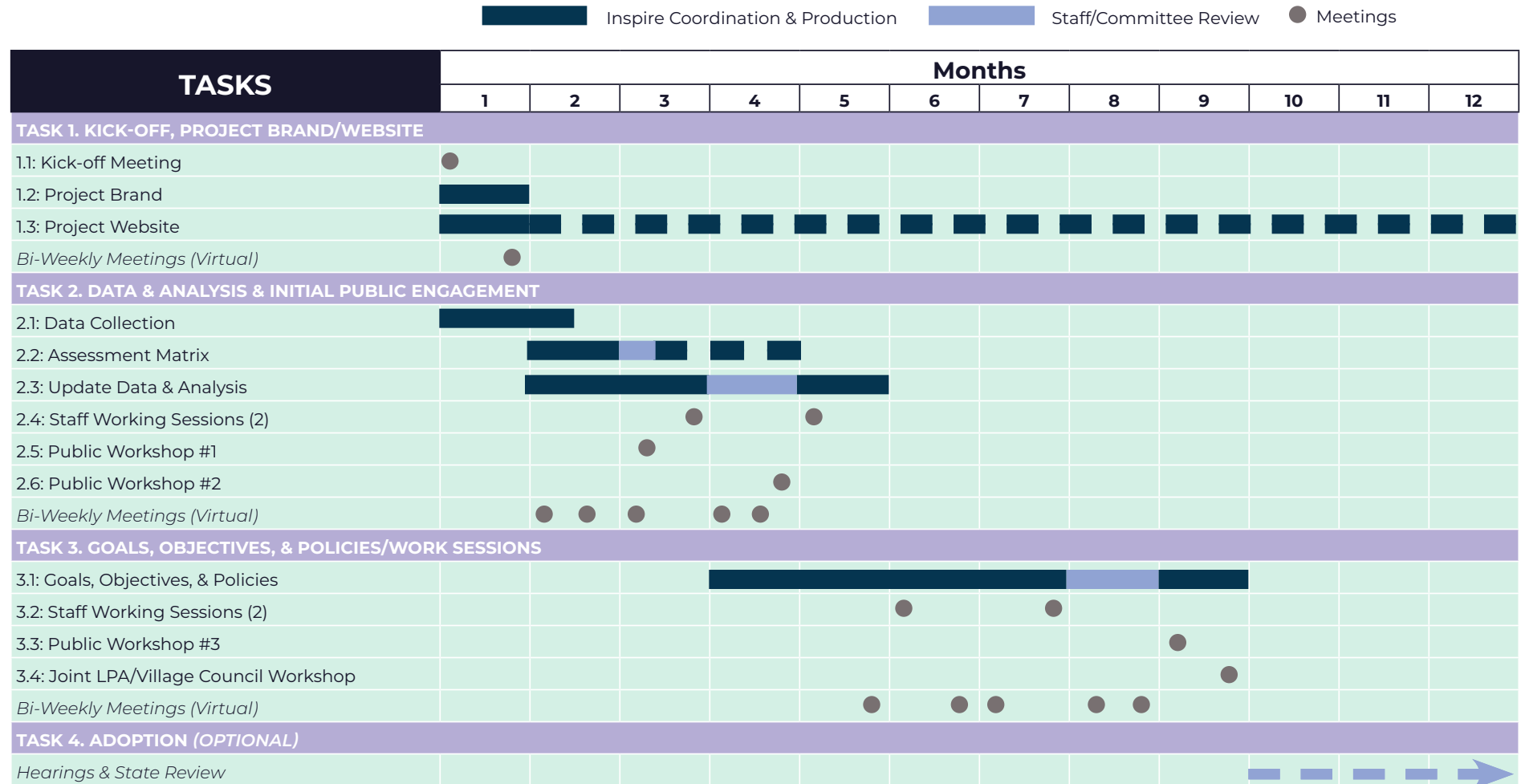
Inspire
PLACEMAKING COLLECTIVE

TIMELINE

RFP#24-10

JULY 11, 2024, 3:00PM

TIMELINE



ISLAMORADA

VILLAGE OF ISLANDS, FL

COMPREHENSIVE PLAN UPDATE



STATE & LOCAL AUTHORIZATION TO
TRANSACTION BUSINESS

RFP#24-10

JULY 11, 2024, 3:00PM

State of Florida

Department of State

I certify from the records of this office that INSPIRE PLACEMAKING COLLECTIVE, INC. is a corporation organized under the laws of the State of Florida, filed on December 27, 2022, effective October 27, 2022.

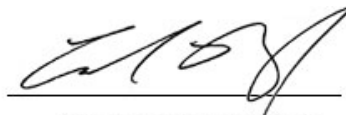
The document number of this corporation is P22000094175.

I further certify that said corporation has paid all fees due this office through December 31, 2024 and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Fifth day of February, 2024*




Secretary of State

Tracking Number: 8683342267CU

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>

ISLAMORADA

VILLAGE OF ISLANDS, FL COMPREHENSIVE PLAN UPDATE


Inspire
PLACEMAKING COLLECTIVE

APPENDIX A

RFP#24-10

JULY 11, 2024, 3:00PM

APPENDIX A
ACKNOWLEDGMENT OF ADDENDA AND DOCUMENTS

The Proposer hereby acknowledges the receipt of the following addenda issued by the Village and incorporated into and made part of this RFP. In the event the Proposer fails to include any addenda in the table below, submission of this form shall constitute acknowledgment of receipt of all addenda, whether or not received by him/her.

ADDENDUM NUMBER	DATE RECEIVED
1	6/6/2024
2	6/18/2024

In addition to the addenda listed above, I acknowledge receipt of the Affidavit Attesting to Noncoercive Conduct for Labor or Services (attached to Exhibit "B") and if awarded an Agreement with the Village will execute the affidavit attesting that my business does not use coercion for labor or services.

	President
Signature	Title
George Kramer	6/25/24
Print name	Date



ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA

ADDENDUM NO. 1

COMPREHENSIVE PLAN UPDATE (RFP 24-10)

ISSUE DATE: June 6, 2024

This Addendum forms a part of the Request for Proposals (RFP) and clarifies the original RFP.

Question 1: Is there an allocated budget amount?

Answer: No. The services were not anticipated during Fiscal Year 23-24. Funds will be allocated for Fiscal Year 23-24 through a budget amendment or in the Fiscal Year 24-25 budget for the amount of the services to complete the project.

Question 2: What is the anticipated timeframe to have the plan completed and adopted?

Answer: Twelve (12) months.

Question 3: Is the expectation to have the consultant team take the plan through the formal adoption process after transmittal to the state or is it anticipated that staff is to handle that portion of the process? Additionally, who does the Village anticipate to address any comments from the state - the consultant team or staff?

Answer: At this time the Village staff is expected to take the plan through formal adoption. Staff will also be able to answer any questions from the State.

Question 4: Does the Village want the updated plan to be within the municode format?

Answer: Yes



ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA

ADDENDUM NO. 2

COMPREHENSIVE PLAN UPDATE (RFP 24-10)

ISSUE DATE: June 18, 2024

This Addendum forms a part of the Request for Proposals (RFP) and clarifies the original RFP.

Question 1: How much of a deep dive do you want to do with Land Development Regulations? The RFP is for a comprehensive plan update, but it mentions the LDRs as well. What the expectation is of a scope of work pertaining to the LDRs within this process; i.e., is it a matter of doing a relatively light analysis of the impact of changes to the policy framework on the LDRs, so that those changes can be made following the plan's adoption, or does the Village expect to actually update the LDRs concurrently with the comp plan?

Answer: The Village is seeking an analysis of the impact of changes to the policy framework on the LDRs, so that those changes can be made following the plan's adoption.

Exhibit "B"

PROJECT TIMELINE



Council Communication

To: Mayor and Village Council
From: Lisa Lynch, Finance Director
Date: August 7, 2024
SUBJECT: **Resolution Approving the FY 24-25 Stormwater Services Non-Ad Valorem Assessment Rate and Roll TAB 17**

Background:

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

Analysis:

The funds generated by this assessment are used to fund stormwater service costs within the Village's Stormwater Utility Enterprise Fund. The Assessment Ordinance requires that the Village annually adopt a final rate resolution for each subsequent fiscal year. The attached Annual Rate Resolution for Fiscal Year 2024-2025 sets forth the rate of the assessment, approves the assessment roll, and directs and authorizes the method of collection. In accordance with the Assessment Ordinance, this public hearing is being held to allow citizen comment prior to the adoption of the Annual Rate Resolution and Assessment Roll. Notice of this public hearing scheduled for August 7, 2024, was published in *The Key West Citizen* as required 20 days prior to the meeting date, and notices were mailed only to property owners who have been added to the stormwater assessment roll since last fiscal year.

Budget Impact:

The proposed rate of \$32.00 is estimated to generate gross revenue in the amount of \$206,000.00 in Fiscal Year 2024-2025. This rate represents a 0% increase from the prior nine years' stormwater assessment rate. In addition to proposing a rate of \$32.00 per Net Equivalent Stormwater Unit ("ESU") for the coming year, the Annual Rate Resolution also contains a maximum or 'not to exceed' assessment rate of \$62.00 per Net ESU for future fiscal years. This would allow the Village to increase the assessment up to this maximum rate in future years, if desired, without the requirement to mail first class notices to all properties, thereby saving approximately \$5,000.00 in mailing costs per year.

Staff Impact:

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

Recommendation:

It is recommended that the Village Council pass and adopt the Annual Rate Resolution for Stormwater Management Services for Fiscal Year 2024-2025 beginning October 1, 2024 through September 30, 2025.

Attachments: 1. 3_Reso_FY 24-25 Stormwater

RESOLUTION NO. 24-

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, RELATING TO THE PROVISION OF STORMWATER MANAGEMENT SERVICES; REIMPOSING STORMWATER SERVICE ASSESSMENTS AGAINST CERTAIN REAL PROPERTY WITHIN ISLAMORADA, VILLAGE OF ISLANDS FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2024; APPROVING THE STORMWATER ASSESSMENT ROLL FOR THE STORMWATER SERVICE ASSESSMENTS; PROVIDING FOR COLLECTION OF THE STORMWATER SERVICE ASSESSMENTS; AND PROVIDING FOR AN EFFECTIVE DATE

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

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

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

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

WHEREAS, this Resolution shall serve as the Annual Rate Resolution for the Fiscal Year 2024-2025; and

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

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

WHEREAS, on August 7, 2024, a public hearing was duly held and comments and objections of all interested persons have been heard and considered as required by the Ordinance.

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

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

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

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

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

Section 4. Stormwater Service Assessments.

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

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

(C) For the Fiscal Year beginning October 1, 2024, the Stormwater Service Cost of \$206,924.40 shall be allocated among all parcels of Assessed Property, based upon each parcel's number of Net Equivalent Stormwater Units ("ESU"). An annual rate of assessment equal to \$32.00 per Net ESU is hereby imposed for each Tax Parcel of Developed Property. Stormwater Service

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

(D) The above rates of assessment are hereby approved. Except as otherwise provided herein, Stormwater Service Assessments for Stormwater Management Services in the amounts set forth in the updated Stormwater Assessment Roll, as approved herein, are hereby levied and imposed on all parcels of Assessed Property described in such Stormwater Assessment Roll for the Fiscal Year beginning October 1, 2024.

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

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

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

the Stormwater Service Assessments to the Tax Collector by September 15, 2024, in the manner prescribed by Section 197.3632, Florida Statutes. The Stormwater Assessment Roll for the Stormwater Service Assessments, as delivered to the Tax Collector, shall be accompanied by a Certificate to Non-Ad Valorem Assessment Roll in substantially the form attached hereto as Appendix C.

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

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

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

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Motion to adopt by _____, seconded by _____.

FINAL VOTE AT ADOPTION

VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS

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

PASSED AND ADOPTED ON THIS 7TH DAY OF AUGUST 2024.

JOSEPH B. PINDER III, MAYOR

ATTEST:

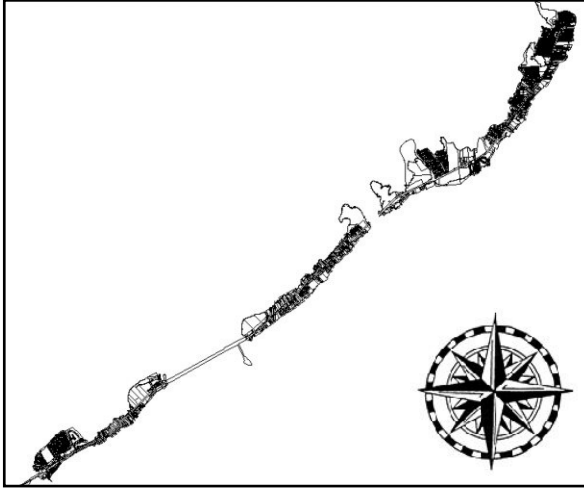
MARNE MCGRATH, VILLAGE CLERK

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

JOHN J. QUICK, INTERIM VILLAGE ATTORNEY

ISLAMORADA, VILLAGE OF ISLANDS FLORIDA

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



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

Notice is hereby given that the Village Council of Islamorada, Village of Islands, Florida, will conduct a public hearing to consider reimposing Stormwater Service Assessments in the area receiving Stormwater Management Service from the Village, as shown above, and to authorize collection of such assessments on the tax bill. The hearing will be held at 5:30 p.m. or as soon thereafter as possible on August 7, 2024, at Founders Park Community Center, 87000 Overseas Highway, Islamorada, Florida. In accordance with the Americans with Disabilities Act, persons needing a special accommodation or an interpreter to participate in this proceeding should contact the Village Clerk at (305) 664-6412 at least seven (7) days prior to the date of the hearing. All affected property owners have a right to appear at the hearing and to file written objections with the Village Council. All written objections to the non-ad valorem assessments must be filed with the Village Council within twenty (20) days of this notice. Any person wishing to appeal any decision of the Village Council with respect to any matter considered will need a record of the proceedings and may wish to ensure that a verbatim record of the proceedings is made.

The Stormwater Service Assessments are proposed to fund the Village's cost to provide Stormwater Management Service in the area shown above. The Stormwater Service Assessments are based upon the estimated amount of stormwater runoff generated by impervious surface on the property. Impervious surfaces include the roof top, patios, driveways, parking lots and similar areas. The Village has determined that the average single-family residence in the Stormwater Service Area includes 3,322 square feet of impervious surface, which is defined as the "equivalent stormwater unit value" or "ESU Value." The annual Stormwater Service Assessment rate for the Fiscal Year 2024-25 and for future fiscal years will be \$32.00 for each Net ESU. The maximum annual Stormwater Service Assessment rate for Fiscal Year 2024-25 and for future fiscal years will be \$62.00 for each Net ESU. The total annual assessment revenue to be collected within the Village of Islamorada for the upcoming Fiscal Year is estimated to be \$206,000.

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

The Stormwater Service Assessments will be collected on the ad valorem tax bill to be mailed in November 2024, as authorized by Section 197.3632, Florida Statutes. Failure to pay the Stormwater Service Assessment will cause a tax certificate to be issued against the assessed property which may result in a loss of title to your property.

If you have any questions, please contact the Village at (305) 664-6446, Monday through Friday between 8:00 a.m. and 5:00 p.m.

VILLAGE COUNCIL OF ISLAMORADA,

VILLAGE OF ISLANDS, FLORIDA

Page 713 of 800

adno=3933255-1

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

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

I FURTHER CERTIFY that, in accordance with the Uniform Assessment Collection Act, this certificate and the herein described Non-Ad Valorem Assessment Roll will be delivered to the Monroe County Tax Collector by September 15, 2024.

IN WITNESS WHEREOF, I have subscribed this certificate and directed the same to be delivered to the Monroe County Tax Collector and made part of the above described Non-Ad Valorem Assessment Roll this ____ day of _____, 2024.

**ISLAMORADA, VILLAGE OF ISLANDS,
FLORIDA**

By: _____
Joseph B Pinder III, Mayor

[to be delivered to the Monroe County Tax Collector prior to September 15, 2024]



Council Communication

To: Mayor and Village Council
From: Lisa Lynch, Interim Finance Director
Date: August 7, 2024
SUBJECT: **Resolution Approving the FY 24-25 Final Solid Waste Non-Ad Valorem Assessment Rate for Residential Services and Roll TAB 18**

Background:

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

Through approval and adoption of Resolution No. 23-08-80 at its regular meeting on August 17, 2023, the Village Council established a maximum assessment rate for solid waste collection and disposal services of \$550.00 per dwelling unit for FY 2023-2024 and for future fiscal years.

On July 31, 2024, pursuant to the Assessment Ordinance, the Village Council adopted Preliminary Rate Resolution No. _____, thereby initiating the annual process for updating the Solid Waste Service Assessment Roll and directing the re-imposition of assessments for the fiscal year beginning October 1, 2024 through September 30, 2025 (FY 2024-2025). The Preliminary Rate Resolution described the assessment program and the method of apportionment, set a public hearing date for final consideration, and authorized the mailing and publishing of notifications to affected property owners. Accordingly, notice of a public hearing scheduled for August 7, 2024, was published in *The Key West Citizen* within the 20 days prior to the public hearing date as required by 197.3632, and notices were mailed only to property owners who have been added to the solid waste assessment roll since last fiscal year.

Analysis:

The purpose of this public hearing is to allow for citizen comment prior to final adoption of the Annual Assessment Resolution and assessment roll. This assessment provides funding for residential solid waste collection and associated administrative/staff costs. The revised proposed Annual Rate Resolution for the FY 2024-2025 Solid Waste Service Assessment establishes an assessment rate of \$_____ per residential dwelling unit for FY 2024-2025. This rate represents a _____% increase from the prior year's solid waste assessment rate.

Budget Impact:

The assessment roll for the Fiscal Year 2024-2025 is estimated to include 4,418 dwelling units within the Village. At the rate of \$490.00 per unit, the projected net revenue from this assessment for FY 2024-2025 is \$2,099,875 (based on an assumed 97% collection rate). Final determination of revenue would be based on the total number of dwelling units on the updated certified tax roll for this fiscal year.

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

Once the Annual Rate Resolution is adopted, the assessment roll must be certified by September 15, 2024, in order to be collected by the Monroe County Tax Collector. Collection of the special assessments and ad valorem taxes begins in November 2024.

Staff Impact:

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

Recommendation:

It is recommended that the Village Council adopt the attached Final Annual Rate Resolution for the FY 2024-2025 Solid Waste Service Assessment beginning October 1, 2024 through September 30, 2025.

Attachments: 1. FY24-25_Solid_Waste_FAR_Reso (FINAL))

RESOLUTION NO. 24-

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

WHEREAS, the Village Council of Islamorada, Village of Islands, Florida (the "Village"), has enacted Ordinance No. 99-11 (the "Ordinance"), which authorizes the annual re-imposition of annual Solid Waste Service Assessments for Solid Waste collection and disposal services, facilities or programs against certain Assessed Property within the Village; and

WHEREAS, the imposition of a Solid Waste Service Assessment for Solid Waste collection and disposal services, facilities or programs for each Fiscal Year is an equitable and efficient method of allocating and apportioning Solid Waste Costs among parcels of Assessed Property; and

WHEREAS, the Village Council desires to reimpose an annual Solid Waste collection and disposal assessment program within the Village, using the tax bill collection method for Fiscal Year 2024-2025, beginning on October 1, 2024 through September 30, 2025; and

WHEREAS, on July 31, 2024, pursuant to Chapter 46, Article III, Division 2, Section 46-93 of the Village Code of Ordinances, the Village Council adopted Resolution No. _____ (the "Preliminary Rate Resolution") containing a brief and general description of the Solid Waste collection and disposal services, facilities or programs to be provided to Assessed Property, describing the method of apportioning the Solid Waste Cost to compute the Solid Waste Service

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

WHEREAS, in order to reimpose Solid Waste Service Assessments for Fiscal Year 2024-2025, the Ordinance requires that the Village, after hearing comments and objections of all interested parties, adopt an Annual Rate Resolution during its budget adoption process for each Fiscal Year, which establishes the rate of assessment and approves the Assessment Roll for the upcoming Year, with such amendments as the Village Council deems appropriate; and

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

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

WHEREAS, on August 7, 2024 a public hearing was duly held, and comments and objections of all interested persons have been heard and considered as required by the Ordinance.

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

Section 1. Authority. This Resolution is adopted pursuant to the provisions of Ordinance No. 99-11; Resolution No. 99-08-39, as amended (the "Initial Assessment Resolution"); Resolution No. 99-09-49 (the "Final Assessment Resolution"); Resolution No. 22-07-73 (the "Preliminary Rate Resolution"); Article VIII, Section 2, Florida Constitution; Sections 166.021 and 166.041, Florida Statutes; and other applicable provisions of law.

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

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

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

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

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

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

(C) For the Fiscal Year beginning October 1, 2024, the Solid Waste Cost of \$2,373,526 shall be allocated among all parcels of Assessed Property, based upon each parcel's classification as Residential Property and the number of Dwelling Units for such parcels. An annual rate of assessment equal to \$_____ for solid waste and collection disposal services is hereby imposed for each Dwelling Unit. Solid Waste Service Assessments for Solid Waste collection and disposal services, facilities or programs in the amounts set forth in the Assessment Roll, as herein approved, are hereby levied and imposed on all parcels of Assessed Property described in the Assessment Roll.

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

(E) Any shortfall in the expected Solid Waste Service Assessment proceeds due to any reduction or exemption from payment of the Solid Waste Service Assessments required by law or authorized by the Council shall be supplemented by the General Fund.

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

Section 5. Collection of Solid Waste Service Assessments. The Solid Waste Service Assessments shall be collected pursuant to the Uniform Assessment Collection Act, as provided for in Section 3.01 of the Ordinance. The Village Manager is hereby authorized and directed to certify and deliver or cause the certification and delivery of the Solid Waste Assessment Roll for the Solid Waste Service Assessments to the Tax Collector by September 15, 2024, in the manner prescribed by Section 197.3632, Florida Statutes. The Solid Waste Service Assessment Roll, as delivered to the Tax Collector, shall be accompanied by a Certificate to Non-Ad Valorem Assessment Roll in substantially the form attached hereto as Appendix C.

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

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

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

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

Motion to adopt by _____, seconded by _____.

FINAL VOTE AT ADOPTION

VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS

Mayor Joseph B. Pinder III _____

Vice Mayor Sharon Mahoney _____

Councilman Mark Gregg _____

Councilwoman Elizabeth Jolin _____

Councilman Henry Rosenthal _____

PASSED AND ADOPTED ON THIS ____ DAY OF AUGUST 2024.

JOSEPH B. PINDER III, MAYOR

ATTEST:

MARNE MCGRATH, VILLAGE CLERK

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

JOHN J. QUICK, INTERIM VILLAGE ATTORNEY

APPENDIX A

**AFFIDAVIT REGARDING
NOTICE MAILED TO PROPERTY OWNERS**

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

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

NOTICE DATE: JULY 17, 2024

«OwnerName1»
«OwnerName2»
«OwnerAddress1»
«OwnerAddress2»
«OwnerCity», «OwnerState» «OwnerZIP»

Parcel ID: «PID»
Legal Description: «LegalDesc»
Alternate Key #: «AltKey»

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

Dear Property Owner:

As required by section 197.3632, Florida Statutes, and the direction of the Village Council notice is given by Islamorada, Village of Islands, that annual assessments for solid waste services using the tax bill collection method, may be reimposed and levied on your property. The use of an annual special assessment to fund solid waste services benefiting improved property located within the Islamorada, Village of Islands, in the past has proven to be fair, efficient and effective. The total annual solid waste assessment revenue to be collected within Islamorada, Village of Islands, is estimated to be \$2,144,000. The annual solid waste assessment is based on the number of residential dwelling units contained on each parcel of property.

The above parcel is subject to the solid waste assessment.

The following is a summary of the non-ad valorem special assessments being imposed on the above parcel for the fiscal year beginning October 1, 2024.

The total number of residential dwelling units on the above parcel is «Units».

The annual solid waste assessment for the above parcel for fiscal year commencing October 1, 2024 is \$«TotalAsmtAmt».

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

A public hearing will be held at 5:30 p.m. on August 7, 2024, at Founders Park Community Center, 87000 Overseas Highway, Islamorada, Florida, for the purpose of receiving public comment on the proposed assessments. You and all other affected property owners have a right to appear at the hearing and to file written objections with the Village Council within 20 calendar days of the date of this notice. If you decide to appeal any decision made by the Village Council with respect to any matter considered at the hearing, you will need a record of the proceedings and may need to ensure that a verbatim record is made, including the testimony and evidence upon which the appeal is to be made. In accordance with the Americans with Disabilities Act, persons needing a special accommodation or an interpreter to participate in this proceeding should contact the Village Clerk at (305) 664-6412, at least seven (7) days prior to the date of the hearing.

Unless proper steps are initiated in a court of competent jurisdiction to secure relief within 20 days from the date of Village Council action at the above hearing (including the method of apportionment, the rate of assessment and the imposition of assessments), such action shall be the final adjudication of the issues presented.

Copies of the legal documentation for the assessment program are available for inspection at the Village Clerk's office, located at 86800 Overseas Highway, Islamorada, Florida.

The special assessment amount shown on this notice and the ad valorem taxes for the above parcel will be collected on the ad valorem tax bill mailed in November of each year that the assessment is imposed. Failure to pay the assessment will cause a tax certificate to be issued against the property which may result in a loss of title.

If there is a mistake on this notice, it will be corrected. If you have any questions, please contact the Village at (305) 664-6446, Monday through Friday between 8:00 a.m. and 5:00 p.m.

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

APPENDIX B

PROOF OF PUBLICATION

KEYSStyle®
PEOPLE • EVENTS • FEATURES

GET THE
LATEST
EDITION

KEYSStyle
[WINTER EDITION]
2022 A Year
in Review

Press
keysnews.com
KEYS CITIZEN

IN LOCATIONS
throughout
THE
KEYS

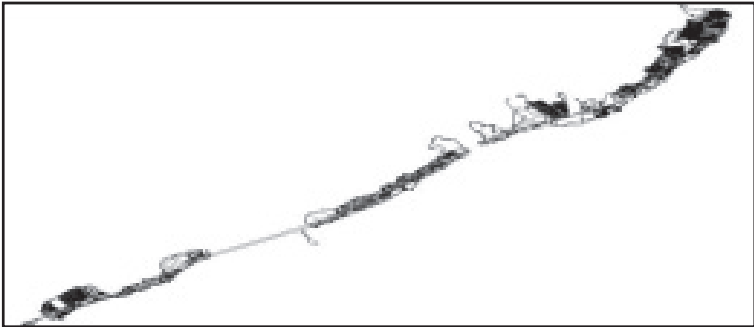
Florida Keys
BRIDAL

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

NOTICE OF HEARING TO REIMPOSE AND
PROVIDE FOR COLLECTION OF SOLID WASTE
SERVICE SPECIAL ASSESSMENTS



Notice is hereby given that the Village Council of Islamorada, Village of Islands, will conduct a public hearing to consider reimposing solid waste service assessments for the Fiscal Year beginning October 1, 2023, against certain improved residential properties located within the incorporated area of the Village, to fund the cost of solid waste collection and disposal services, facilities and programs provided to such properties and to authorize collection of such assessments on the tax bill.

The public hearing will be held at 5:30 p.m. on August 17, 2023, at Founders Park Community Center, 87000 Overseas Highway, Islamorada, Florida, for the purpose of receiving public comment on the proposed assessments. All affected property owners have a right to appear at the hearing and to file written objections with the Village Council within 20 calendar days of the date of this notice. If a person decides to appeal any decision made by the Village Council with respect to any matter considered at the hearing, such person will need a record of the proceedings and may need to ensure that a verbatim record is made, including the testimony and evidence upon which the appeal is to be made. In accordance with the Americans with Disabilities Act, persons needing a special accommodation or an interpreter to participate in this proceeding should contact the Village Clerk at (305) 664-6412, at least seven (7) days prior to the date of the hearing.

The total annual solid waste assessment revenue to be collected within the Village of Islamorada for the upcoming fiscal year is estimated to be \$2,146,200. The rate of assessment for the upcoming fiscal year shall be \$490.00 per Dwelling Unit. The maximum rate of assessment that can be imposed in the fiscal year commencing October 1, 2023 and future fiscal years shall be \$550.00 per Dwelling Unit. Copies of the Solid Waste Service Assessment Ordinance (Ordinance No. 99-11), the Initial Assessment Resolution (Resolution No. 99-08-39), the Final Assessment Resolution (Resolution No. 99-09-49), the Preliminary Rate Resolution initiating the annual process of updating the Assessment Roll and reimposing the Solid Waste Service Assessments, and the updated Assessment Roll for the upcoming fiscal year are available for inspection at the Village Clerk's office, located at 86800 Overseas Highway, Islamorada, Florida.

If you have any questions, please contact the Village at (305) 664-6445, Monday through Friday between 8:00 a.m. and 5:00 p.m.

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

**VILLAGE COUNCIL OF
ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA**

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



Notice is hereby given that the Village Council of Islamorada, Village of Islands, will conduct a public hearing to consider reimposing assessments for the Fiscal Year beginning October 1, 2023, against certain properties located within the North Plantation Key Assessment Area and the North Plantation Key Supplemental Assessment Area, as shown above, to fund Wastewater Collection and Treatment Facilities provided to such properties and to authorize collection of such assessments on the tax bill.

The public hearing will be held at 5:30 p.m. or as soon thereafter as possible on August 17, 2023, at Founders Park Community Center, 87000 Overseas Highway, Islamorada, Florida, for the purpose of receiving public comment on the proposed assessments. All affected property owners have a right to appear at the hearing and to file written objections with the Village Council within twenty (20) calendar days of the date of this notice. If a person decides to appeal any decision made by the Village Council with respect to any matter considered at the hearing, such person will need a record of the proceedings and may need to ensure that a verbatim record is made, including the testimony and evidence upon which the appeal is to be made. In accordance with the Americans with Disabilities Act, persons needing a special accommodation or an interpreter to participate in this proceeding should contact the Village Clerk at (305) 664-6412, at least seven (7) days prior to the date of the hearing.

The total annual assessment revenue to be collected within the Village of Islamorada for the upcoming fiscal year for the North Plantation Key Assessment Area is \$383,000 and for the North Plantation Key Supplemental Assessment Area is estimated to be \$2,450.

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

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

Copies of the Assessment Ordinance (Ordinance No. 05-16), the Initial Assessment Resolution (Resolution No. 05-08-42), the Initial Assessment Resolution (Resolution No. 09-08-68), the Final Assessment Resolution (Resolution No. 05-09-49), the Final Assessment Resolution (Resolution No. 09-09-77), the Annual Rate Resolutions initiating the annual process of updating the Assessment Rolls and reimposing the Assessments, and the updated Assessment Rolls for the upcoming Fiscal Year are available for inspection at the Village Clerk's office, located at 86800 Overseas Highway, Islamorada, Florida.

If you have any questions, please contact the Village at (305) 664-6446, Monday through Friday between 8:00 a.m. and 5:00 p.m.

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

**VILLAGE COUNCIL OF
ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA**

Page 727 of 800

APPENDIX C

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

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

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

I FURTHER CERTIFY that, in accordance with the Uniform Assessment Collection Act, this certificate and the herein described Non-Ad Valorem Assessment Rolls will be delivered to the Monroe County Tax Collector by September 15, 2024.

IN WITNESS WHEREOF, I have subscribed this certificate and directed the same to be delivered to the Monroe County Tax Collector and made part of the below described Non-Ad Valorem Assessment Rolls this the ____ day of _____, 2024.

Village of Islamorada, Florida

By: _____

Parcel Count	Total Assessment



Council Communication

To: Mayor and Village Council
From: Lisa Lynch, Finance Director
Date: August 7, 2024
SUBJECT: **Resolution Approving FY 24-25 North Plantation Key Non-Ad Valorem Assessment Rate and Roll TAB 19**

Background:

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

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

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

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

Analysis:

The proposed Annual Assessment Resolution for the North Plantation Key Assessment Area for Fiscal Year 2024-2025 is the twentieth year of the 30-year assessment. In accordance with the Assessment Ordinance, a notice of the public hearing scheduled for August 7, 2024, was published on July 11, 2024. This public hearing is being held to allow citizen comment prior to the final adoption of the Annual Assessment Resolution and assessment roll.

Budget Impact:

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

generate total gross revenue in the amount of \$371,000 in Fiscal Year 2024-2025. The funds generated by this assessment will be used to pay debt service obligations on debt incurred to fund construction of the North Plantation Key wastewater collection and treatment system.

Staff Impact:

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

Recommendation:

It is recommended that the Village Council adopt the attached Annual Rate Resolution for the North Plantation Key Wastewater Assessment Area for the Fiscal Year 2024-2025, beginning October 1, 2024 through September 30, 2025. The assessments would appear on the November 2024 real estate tax bills.

Attachments: 1. Resolution_FY24-25_NPK Wastewater-with-attachments

RESOLUTION NO. 24-

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, RELATING TO THE CONSTRUCTION AND FUNDING OF WASTEWATER COLLECTION AND TREATMENT FACILITIES WITHIN THE NORTH PLANTATION KEY ASSESSMENT AREA; REIMPOSING SPECIAL ASSESSMENTS FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2024; APPROVING THE ASSESSMENT ROLL; PROVIDING FOR COLLECTION OF THE ASSESSMENTS; AND PROVIDING FOR AN EFFECTIVE DATE

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

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

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

WHEREAS, the Council desires to reimpose the Assessment to fund the Wastewater Collection and Treatment Facilities in the North Plantation Key Assessment Area for the Fiscal Year beginning October 1, 2024; and

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

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

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

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

WHEREAS, a public hearing was held on August 7, 2024, to consider comments and objections of all interested persons, as required by the terms of the Ordinance.

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

SECTION 1. RECITALS. The above recitals are true and correct and are incorporated herein by this reference.

SECTION 2. AUTHORITY. This Resolution is adopted pursuant to the Ordinance, the Initial Assessment Resolution (as amended), the Final Assessment Resolution, Sections 166.021 and 166.041, Florida Statutes, and other applicable provisions of law.

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

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

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

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

(B) For the Fiscal Year beginning October 1, 2024, Annual Assessments computed in the manner described in the Initial Assessment Resolution (as amended) and the Final Assessment Resolution are hereby levied and imposed on all Tax Parcels described in the Assessment Roll at a maximum annual rate of \$106.96 per EDU and a maximum annual rate of \$340.55 per Connection, for a period not to exceed thirty (30) years, commencing in November 2005.

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

SECTION 6. Assessment Liens.

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

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

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

SECTION 7. Collection of Assessments. The Assessments shall be collected pursuant to the Uniform Assessment Collection Act. Upon adoption of the Annual Assessment Resolution, the Village Manager shall cause the certification and delivery of the Assessment Roll to the Tax Collector by September 15, 2024, in the manner prescribed by the Uniform Assessment Collection Act. The Assessment Roll, as delivered to the Tax Collector, shall be accompanied by a Certificate to Non-Ad Valorem Assessment Roll in substantially the form attached hereto as Appendix B.

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

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

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

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

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Motion to adopt by Councilman_____, seconded by _____.

FINAL VOTE AT ADOPTION

VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS

Mayor Joseph B. Pinder III _____

Vice Mayor Sharon Mahoney _____

Councilman Mark Gregg _____

Councilwoman Elizabeth Jolin _____

Councilman Henry Rosenthal _____

PASSED AND ADOPTED ON THIS 7TH DAY OF AUGUST 2024.

JOSEPH B. PINDER III, MAYOR

ATTEST:

MARNE MCGRATH, VILLAGE CLERK

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

JOHN J. QUICK, INTERIM VILLAGE ATTORNEY

APPENDIX A
PROOF OF PUBLICATION



The Florida Keys Only Daily Newspaper, Est. 1876
PO Box 1800, Key West FL 33041
P: (941) 206-1025 F: (305) 294-0768
legals@keysnews.com

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

Account: 421294

Ticket: 3933256

PUBLISHER'S AFFIDAVIT

STATE OF FLORIDA
COUNTY OF MONROE

[legal.text]

Before the undersigned authority personally appeared

_____Amber Douglas_____, who on oath says that he or she is

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

Thursday, July 11, 2024

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

(Signature of Affiant)

Affirmed and subscribed before me this 11th day of July 2024

(Notary Public Signature)

_____Jill Kelli Di Benedetto_____
(Notary Public Printed Name)

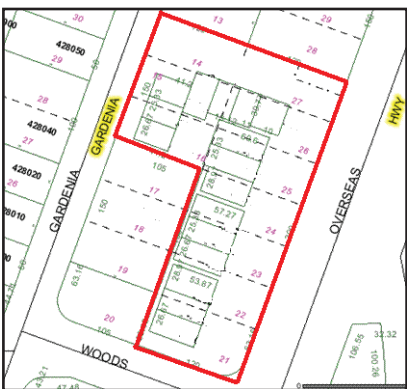
My commission expires _____8/19/2027_____

Personally Known X Produced Identification _____

Type of Identification Produced _____ (Notary Seal) _____



Proud to be your
trusted news source.



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

Notice is hereby given that the Village Council of Islamorada, Village of Islands, will conduct a public hearing to consider reimposing assessments for the Fiscal Year beginning October 1, 2024, against certain improved residential properties located within the Woods Corner Assessment Area as shown above, to fund Wastewater Connection Fees and Administrative Costs provided to such properties and to authorize collection of such assessments on the tax bill.

The public hearing will be held at 5:30 p.m. or as soon thereafter as possible on August 7, 2024, at Founders Park Community Center, 87000 Overseas Highway, Islamorada, Florida, for the purpose of receiving public comment on the proposed assessments. All affected property owners have a right to appear at the hearing and to file written objections with the Village Council within twenty (20) calendar days of the date of this notice. If a person decides to appeal any decision made by the Village Council with respect to any matter considered at the hearing, such person will need a record of the proceedings and may need to ensure that a verbatim record is made, including the testimony and evidence upon which the appeal is to be made. In accordance with the Americans with Disabilities Act, persons needing a special accommodation or an interpreter to participate in this proceeding should contact the Village Clerk at (305) 664-6412, at least seven (7) days prior to the date of the hearing.

The total annual assessment revenue to be collected within the Village of Islamorada for the upcoming fiscal year is estimated to be \$5,600.00. The maximum rate of assessment for the upcoming Fiscal Year commencing on October 1, 2024 and future Fiscal Years shall be \$263.00 per EDU and a maximum rate of assessment of \$842.00 per Connection. Copies of the Assessment Ordinance (Ordinance No. 05-16), the Initial Assessment Resolution (Resolution No. 08-07-41), the Final Assessment Resolution (Resolution No. 08-08-49), the Annual Rate Resolution initiating the annual process of updating the Assessment Roll and reimposing the Assessments, and the updated Assessment Roll for the upcoming fiscal year are available for inspection at the Village Clerk's office, located at 86800 Overseas Highway, Islamorada, Florida.

If you have any questions, please contact the Village at (305) 664-6446, Monday through Friday between 8:00 a.m. and 5:00 p.m.

The assessments will be collected on the ad valorem tax bill to be mailed in November 2024, as authorized by section 197.3632, Florida Statutes. Failure to pay the assessments will cause a tax certificate to be issued against the property which may result in a loss of title.

VILLAGE COUNCIL OF
ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA

adno=3933256-1



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

Notice is hereby given that the Village Council of Islamorada, Village of Islands, will conduct a public hearing to consider reimposing assessments for the Fiscal Year beginning October 1, 2024, against certain properties located within the North Plantation Key Assessment Area and the North Plantation Key Supplemental Assessment Area, as shown above, to fund Wastewater Collection and Treatment Facilities provided to such properties and to authorize collection of such assessments on the tax bill.

The public hearing will be held at 5:30 p.m. or as soon thereafter as possible on August 7, 2024, at Founders Park Community Center, 87000 Overseas Highway, Islamorada, Florida, for the purpose of receiving public comment on the proposed assessments. All affected property owners have a right to appear at the hearing and to file written objections with the Village Council within twenty (20) calendar days of the date of this notice. If a person decides to appeal any decision made by the Village Council with respect to any matter considered at the hearing, such person will need a record of the proceedings and may need to ensure that a verbatim record is made, including the testimony and evidence upon which the appeal is to be made. In accordance with the Americans with Disabilities Act, persons needing a special accommodation or an interpreter to participate in this proceeding should contact the Village Clerk at (305) 664-6412, at least seven (7) days prior to the date of the hearing.

The total annual assessment revenue to be collected within the Village of Islamorada for the upcoming fiscal year for the North Plantation Key Assessment Area is \$371,000 and for the North Plantation Key Supplemental Assessment Area is estimated to be \$2,400.

The maximum annual rate of assessment for the North Plantation Key Assessment Area for the upcoming fiscal year commencing on October 1, 2024, and future fiscal years shall be \$106.96 per EDU and a maximum annual rate of assessment of \$340.55 per Connection.

The original rules established for the North Plantation Key Assessment Area assigned one equivalent dwelling unit (EDU) to each single-family tax parcel and 0.8 EDUs to each multi-family dwelling unit. In 2009, the Village Council decided to provide for a uniform set of rules for the calculation of wastewater assessments throughout the Village. The uniform rules assign one (1) EDU to each single-family dwelling unit and one (1) EDU to each multi-family dwelling unit. The application of the uniform rules to the North Plantation Key Assessment Area produces supplemental assessment amounts for affected properties. The supplemental assessment for each affected parcel of property is based upon the number of additional EDUs attributable to the property based on the uniform rules (one (1) EDU for every additional single family dwelling unit and 0.2 EDUs for each multi-family dwelling unit). The annual assessment will include your share of the principal, interest, and collection costs. The maximum annual assessment is estimated to be \$132.00 per EDU (which equals \$26.40 for each multi-family dwelling unit and \$132.00 for each additional single family dwelling unit) for Fiscal Year 2024-25 and future fiscal years.

Copies of the Assessment Ordinance (Ordinance No. 05-16), the Initial Assessment Resolution (Resolution No. 05-08-42), the Initial Assessment Resolution (Resolution No. 09-08-68), the Final Assessment Resolution (Resolution No. 05-09-49), the Final Assessment Resolution (Resolution No. 09-09-77), the Annual Rate Resolutions initiating the annual process of updating the Assessment Rolls and reimposing the Assessments, and the updated Assessment Rolls for the upcoming Fiscal Year are available for inspection at the Village Clerk's office, located at 86800 Overseas Highway, Islamorada, Florida.

If you have any questions, please contact the Village at (305) 664-6446, Monday through Friday between 8:00 a.m. and 5:00 p.m.

The assessments will be collected on the ad valorem tax bill to be mailed in November 2024, as authorized by section 197.3632, Florida Statutes. Failure to pay the assessments will cause a tax certificate to be issued against the property which may result in a loss of title.

VILLAGE COUNCIL OF
ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA

adno=3933252-1

ENTERTAINMENT



ASSOCIATED PRESS

The backyard of the home where Marilyn Monroe lived is shown after she was found dead in Hollywood, August 5, 1962. The Los Angeles City Council voted to declare the home where Marilyn Monroe briefly lived and died a historic cultural monument in order to save it from demolition by its owners.

Marilyn Monroe’s former home declared a historic monument to save it from demolition

ASSOCIATED PRESS

LOS ANGELES — Fans of Marilyn Monroe have won a battle to preserve her mark on Los Angeles and are a step closer to seeing a towering statue of the silver screen icon remain in Palm Springs.

The Los Angeles home where Monroe briefly lived and died has been declared a historic cultural monument, while a Palm Springs planning commission decision boosted chances that a 26-foot (8-meter) statue called “Forever Marilyn” will stay in place.

The Los Angeles City Council voted for the historic designation Wednesday after a lengthy battle over whether the home in the tony Brentwood neighborhood would be demolished, the Los Angeles Times reported.

The current owners live next door and wanted to raze the house in order to expand their estate. The council, however, was unanimous in moving to save it.

“There’s no other person or place in the city of Los Angeles as iconic as

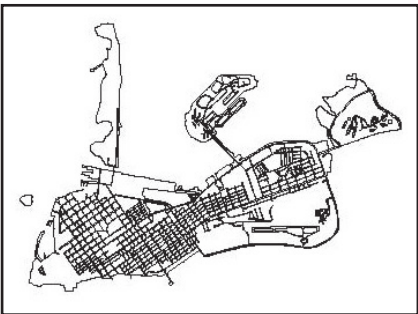
Marilyn Monroe and her Brentwood home,” Traci Park, the area’s council representative, said before the vote.

Monroe bought the house for \$75,000 and died there just months later on Aug. 4, 1962, from an apparent overdose. The current owners, Brinah Milstein and Roy Bank, bought the house for \$8.35 million and obtained a demolition permit but ran into opposition.

They contend the house has been changed so much over the years that it no longer is historic, and that it has become a neighborhood nuisance due to tourist traffic.

The process that led to the designation was “biased, unconstitutional and rigged,” Peter C. Sheridan, an attorney for Milstein and Bank, said in a statement to The Associated Press.

Sheridan asserted that Park and her staff were not responsive to the owners’ efforts to find a solution and ignored opposition by civic and homeowners’ groups.



NOTICE OF HEARING TO ADJUST SANITARY SEWER SERVICE RATES

Notice is hereby given that the City of Key West, will conduct a public hearing to consider adjusting Sanitary Sewer Service Rates for the Fiscal Year beginning October 1, 2024, for properties located within the incorporated area of the City, to fund the cost of Wastewater Treatment Plant, Sewer Infrastructure, Facilities, and Pump Stations providing service to said properties.

The public hearing will be held at a City Commission meeting at 5:00 p.m. on August 8, 2024, City Hall, 1300 White St., Key West, Florida, for the purpose of receiving public comment on the proposed adjustments. All affected property owners have a right to appear at the hearing and to file written objections with the City Commission within 20 calendar days of the date of this notice. If a person decides to appeal any decision made by the City Commission with respect to any matter considered at the hearing, such person will need a record of the proceedings and may need to ensure that a verbatim record is made, including the testimony and evidence upon which the appeal is to be made. It is the policy of the City of Key West to comply with all requirements of the Americans with Disabilities Act (ADA). Please call the TTY number at 1-800-955-8771 or for voice 1-800-955-8770 or the ADA Coordinator at 305-809-3811 at least five business days in advance for sign language interpreters, assistive listening devices, or materials in accessible format.

The Sanitary Sewer Service Rate increases are proposed to fund the City's cost to provide Sewer Services in the area shown above. City of Key West sewer charges are billed monthly by Florida Keys Aqueduct Authority (FKAA). The FY 2024 per Resolution are currently \$25.01 base charge per user and \$4.95 proportional use charge per 1,000 gallons per user.

The rate of adjustment for Fiscal Year 2024-25 shall amend the base sewer service user charge to \$27.51 / BCU (base charge unit) and the proportional use charge to \$5.45 per 1,000/gal flow per month.

If you have any questions, please contact the City Hall at (305) 809-3721, Monday through Friday between 8:00 a.m. and 4:45 p.m.

Publish: July 11, 2024

adno=3933052-1

APPENDIX B

FORM OF CERTIFICATE TO
NON-AD VALOREM ASSESSMENT ROLL

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

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

I FURTHER CERTIFY that, in accordance with the Uniform Assessment Collection Act, this certificate and the herein described Non-Ad Valorem Assessment Roll will be delivered to the Monroe County Tax Collector by September 15, 2024.

IN WITNESS WHEREOF, I have subscribed this certificate and directed the same to be delivered to the Monroe County Tax Collector and made part of the above described Non-Ad Valorem Assessment Roll this ____ day of _____, 2024.

By: _____
Joseph B Pinder III, Mayor

[to be delivered to the Monroe County Tax Collector prior to September 15, 2024]



Council Communication

To: Mayor and Village Council
From: Lisa Lynch, Finance Director
Date: August 7, 2024
SUBJECT: **Resolution Approving the FY 24-25 North Plantation Key Woods Corner Wastewater Non-Ad Valorem Assessment Rate and Roll TAB 20**

Background:

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

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

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

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

Analysis:

The proposed Annual Rate Resolution for Woods Corner Assessment Area for Fiscal Year 2024-2025 is the seventeenth year of the thirty (30) year assessment period. In accordance with the Assessment Ordinance, a notice of the public hearing scheduled for August 7, 2024, was published on July 11, 2024. This public hearing is being held to allow citizen comment prior to the final adoption of the Annual Assessment Resolution and assessment roll for FY 2024-2025.

Budget Impact:

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

Connection. The Woods Corner wastewater assessment is estimated to generate revenue in the amount of \$5,600.00 in Fiscal Year 2024-2025. The funds generated by this assessment will be used to pay debt service obligations on debt incurred to fund construction of the North Plantation Key wastewater collection and treatment system which services the Woods Corner Assessment Area.

Staff Impact:

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

Recommendation:

It is recommended that the Village Council adopt the Annual Assessment Resolution for the Woods Corner Assessment Area for an assessment beginning October 1, 2024 through September 30, 2025. The assessments would appear on the November 2024 real estate tax bills.

Attachments: 1. Resolution_FY24-25_Woods Corner Wastewater NAV_080724 RVCM-with-attachments

RESOLUTION NO. 24-

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, RELATING TO THE COLLECTION OF WASTEWATER FEES AND ADMINISTRATIVE COSTS WITHIN THE WOODS CORNER ASSESSMENT AREA; REIMPOSING SPECIAL ASSESSMENTS FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2024; APPROVING THE ASSESSMENT ROLL; PROVIDING FOR COLLECTION OF THE ASSESSMENTS; AND PROVIDING FOR AN EFFECTIVE DATE

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

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

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

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

WHEREAS, the Council desires to reimpose the Assessment for Wastewater Connection Fees and Administrative Costs within the Woods Corner Assessment Area using the tax bill collection method for the Fiscal Year beginning October 1, 2024 through September 30, 2025; and

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

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

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

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

WHEREAS, a public hearing was held on August 7, 2024, to consider and hear comments and objections of all interested persons as required by the terms of the Ordinance.

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

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

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

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

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

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

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

Section 5. Assessment Liens.

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

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

Section 6. Collection of Assessments. The Assessments shall be collected pursuant to the Uniform Assessment Collection Act. Upon adoption of the Annual Assessment Resolution for each Fiscal Year, the Village Manager shall cause the certification and delivery of the Assessment Roll to the Tax Collector by September 15, 2024, in the manner prescribed by the Uniform Assessment Collection Act. The Assessment Roll, as delivered to the Tax Collector, shall be accompanied by a Certificate to Non-Ad Valorem Assessment Roll in substantially the form attached hereto as Appendix B.

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

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

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

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Motion to adopt by _____, seconded by _____.

FINAL VOTE AT ADOPTION

VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS

Mayor Joseph B. Pinder III _____

Vice Mayor Sharon Mahoney _____

Councilman Mark Gregg _____

Councilwoman Elizabeth Jolin _____

Councilman Henry Rosenthal _____

PASSED AND ADOPTED ON THIS 7TH DAY OF AUGUST 2024.

JOSEPH B. PINDER III, MAYOR

ATTEST:

MARNE MCGRATH, VILLAGE CLERK

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

JOHN J. QUICK, INTERIM VILLAGE ATTORNEY

APPENDIX A
PROOF OF PUBLICATION



The Florida Keys Only Daily Newspaper, Est. 1876
PO Box 1800, Key West FL 33041
P: (941) 206-1025 F: (305) 294-0768
legals@keysnews.com

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

Account: 421294

Ticket: 3933256

PUBLISHER'S AFFIDAVIT

STATE OF FLORIDA
COUNTY OF MONROE

[legal.text]

Before the undersigned authority personally appeared

_____Amber Douglas_____, who on oath says that he or she is

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

Thursday, July 11, 2024

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

(Signature of Affiant)

Affirmed and subscribed before me this 11th day of July 2024

(Notary Public Signature)

_____Jill Kelli Di Benedetto_____
(Notary Public Printed Name)

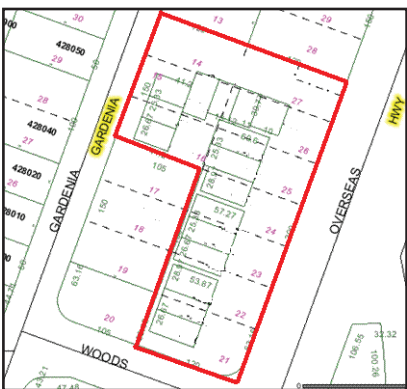
My commission expires _____8/19/2027_____

Personally Known X Produced Identification _____

Type of Identification Produced _____ (Notary Seal) _____



Proud to be your
trusted news source.



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

Notice is hereby given that the Village Council of Islamorada, Village of Islands, will conduct a public hearing to consider reimposing assessments for the Fiscal Year beginning October 1, 2024, against certain improved residential properties located within the Woods Corner Assessment Area as shown above, to fund Wastewater Connection Fees and Administrative Costs provided to such properties and to authorize collection of such assessments on the tax bill.

The public hearing will be held at 5:30 p.m. or as soon thereafter as possible on August 7, 2024, at Founders Park Community Center, 87000 Overseas Highway, Islamorada, Florida, for the purpose of receiving public comment on the proposed assessments. All affected property owners have a right to appear at the hearing and to file written objections with the Village Council within twenty (20) calendar days of the date of this notice. If a person decides to appeal any decision made by the Village Council with respect to any matter considered at the hearing, such person will need a record of the proceedings and may need to ensure that a verbatim record is made, including the testimony and evidence upon which the appeal is to be made. In accordance with the Americans with Disabilities Act, persons needing a special accommodation or an interpreter to participate in this proceeding should contact the Village Clerk at (305) 664-6412, at least seven (7) days prior to the date of the hearing.

The total annual assessment revenue to be collected within the Village of Islamorada for the upcoming fiscal year is estimated to be \$5,600.00. The maximum rate of assessment for the upcoming Fiscal Year commencing on October 1, 2024 and future Fiscal Years shall be \$263.00 per EDU and a maximum rate of assessment of \$842.00 per Connection. Copies of the Assessment Ordinance (Ordinance No. 05-16), the Initial Assessment Resolution (Resolution No. 08-07-41), the Final Assessment Resolution (Resolution No. 08-08-49), the Annual Rate Resolution initiating the annual process of updating the Assessment Roll and reimposing the Assessments, and the updated Assessment Roll for the upcoming fiscal year are available for inspection at the Village Clerk's office, located at 86800 Overseas Highway, Islamorada, Florida.

If you have any questions, please contact the Village at (305) 664-6446, Monday through Friday between 8:00 a.m. and 5:00 p.m.

The assessments will be collected on the ad valorem tax bill to be mailed in November 2024, as authorized by section 197.3632, Florida Statutes. Failure to pay the assessments will cause a tax certificate to be issued against the property which may result in a loss of title.

VILLAGE COUNCIL OF
ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA

adno=3933256-1



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

Notice is hereby given that the Village Council of Islamorada, Village of Islands, will conduct a public hearing to consider reimposing assessments for the Fiscal Year beginning October 1, 2024, against certain properties located within the North Plantation Key Assessment Area and the North Plantation Key Supplemental Assessment Area, as shown above, to fund Wastewater Collection and Treatment Facilities provided to such properties and to authorize collection of such assessments on the tax bill.

The public hearing will be held at 5:30 p.m. or as soon thereafter as possible on August 7, 2024, at Founders Park Community Center, 87000 Overseas Highway, Islamorada, Florida, for the purpose of receiving public comment on the proposed assessments. All affected property owners have a right to appear at the hearing and to file written objections with the Village Council within twenty (20) calendar days of the date of this notice. If a person decides to appeal any decision made by the Village Council with respect to any matter considered at the hearing, such person will need a record of the proceedings and may need to ensure that a verbatim record is made, including the testimony and evidence upon which the appeal is to be made. In accordance with the Americans with Disabilities Act, persons needing a special accommodation or an interpreter to participate in this proceeding should contact the Village Clerk at (305) 664-6412, at least seven (7) days prior to the date of the hearing.

The total annual assessment revenue to be collected within the Village of Islamorada for the upcoming fiscal year for the North Plantation Key Assessment Area is \$371,000 and for the North Plantation Key Supplemental Assessment Area is estimated to be \$2,400.

The maximum annual rate of assessment for the North Plantation Key Assessment Area for the upcoming fiscal year commencing on October 1, 2024, and future fiscal years shall be \$106.96 per EDU and a maximum annual rate of assessment of \$340.55 per Connection.

The original rules established for the North Plantation Key Assessment Area assigned one equivalent dwelling unit (EDU) to each single-family tax parcel and 0.8 EDUs to each multi-family dwelling unit. In 2009, the Village Council decided to provide for a uniform set of rules for the calculation of wastewater assessments throughout the Village. The uniform rules assign one (1) EDU to each single-family dwelling unit and one (1) EDU to each multi-family dwelling unit. The application of the uniform rules to the North Plantation Key Assessment Area produces supplemental assessment amounts for affected properties. The supplemental assessment for each affected parcel of property is based upon the number of additional EDUs attributable to the property based on the uniform rules (one (1) EDU for every additional single family dwelling unit and 0.2 EDUs for each multi-family dwelling unit). The annual assessment will include your share of the principal, interest, and collection costs. The maximum annual assessment is estimated to be \$132.00 per EDU (which equals \$26.40 for each multi-family dwelling unit and \$132.00 for each additional single family dwelling unit) for Fiscal Year 2024-25 and future fiscal years.

Copies of the Assessment Ordinance (Ordinance No. 05-16), the Initial Assessment Resolution (Resolution No. 05-08-42), the Initial Assessment Resolution (Resolution No. 09-08-68), the Final Assessment Resolution (Resolution No. 05-09-49), the Final Assessment Resolution (Resolution No. 09-09-77), the Annual Rate Resolutions initiating the annual process of updating the Assessment Rolls and reimposing the Assessments, and the updated Assessment Rolls for the upcoming Fiscal Year are available for inspection at the Village Clerk's office, located at 86800 Overseas Highway, Islamorada, Florida.

If you have any questions, please contact the Village at (305) 664-6446, Monday through Friday between 8:00 a.m. and 5:00 p.m.

The assessments will be collected on the ad valorem tax bill to be mailed in November 2024, as authorized by section 197.3632, Florida Statutes. Failure to pay the assessments will cause a tax certificate to be issued against the property which may result in a loss of title.

VILLAGE COUNCIL OF
ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA

adno=3933252-1

ENTERTAINMENT



ASSOCIATED PRESS

The backyard of the home where Marilyn Monroe lived is shown after she was found dead in Hollywood, August 5, 1962. The Los Angeles City Council voted to declare the home where Marilyn Monroe briefly lived and died a historic cultural monument in order to save it from demolition by its owners.

Marilyn Monroe's former home declared a historic monument to save it from demolition

ASSOCIATED PRESS

LOS ANGELES — Fans of Marilyn Monroe have won a battle to preserve her mark on Los Angeles and are a step closer to seeing a towering statue of the silver screen icon remain in Palm Springs.

The Los Angeles home where Monroe briefly lived and died has been declared a historic cultural monument, while a Palm Springs planning commission decision boosted chances that a 26-foot (8-meter) statue called “Forever Marilyn” will stay in place.

The Los Angeles City Council voted for the historic designation Wednesday after a lengthy battle over whether the home in the tony Brentwood neighborhood would be demolished, the Los Angeles Times reported.

The current owners live next door and wanted to raze the house in order to expand their estate. The council, however, was unanimous in moving to save it.

“There’s no other person or place in the city of Los Angeles as iconic as

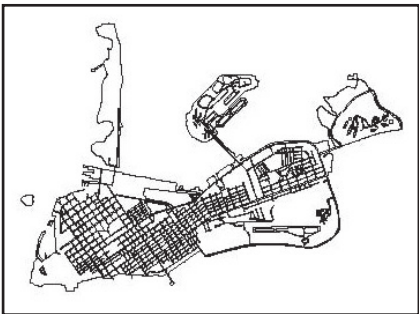
Marilyn Monroe and her Brentwood home,” Traci Park, the area’s council representative, said before the vote.

Monroe bought the house for \$75,000 and died there just months later on Aug. 4, 1962, from an apparent overdose. The current owners, Brinah Milstein and Roy Bank, bought the house for \$8.35 million and obtained a demolition permit but ran into opposition.

They contend the house has been changed so much over the years that it no longer is historic, and that it has become a neighborhood nuisance due to tourist traffic.

The process that led to the designation was “biased, unconstitutional and rigged,” Peter C. Sheridan, an attorney for Milstein and Bank, said in a statement to The Associated Press.

Sheridan asserted that Park and her staff were not responsive to the owners’ efforts to find a solution and ignored opposition by civic and homeowners’ groups.



NOTICE OF HEARING TO ADJUST SANITARY SEWER SERVICE RATES

Notice is hereby given that the City of Key West, will conduct a public hearing to consider adjusting Sanitary Sewer Service Rates for the Fiscal Year beginning October 1, 2024, for properties located within the incorporated area of the City, to fund the cost of Wastewater Treatment Plant, Sewer Infrastructure, Facilities, and Pump Stations providing service to said properties.

The public hearing will be held at a City Commission meeting at 5:00 p.m. on August 8, 2024, City Hall, 1300 White St., Key West, Florida, for the purpose of receiving public comment on the proposed adjustments. All affected property owners have a right to appear at the hearing and to file written objections with the City Commission within 20 calendar days of the date of this notice. If a person decides to appeal any decision made by the City Commission with respect to any matter considered at the hearing, such person will need a record of the proceedings and may need to ensure that a verbatim record is made, including the testimony and evidence upon which the appeal is to be made. It is the policy of the City of Key West to comply with all requirements of the Americans with Disabilities Act (ADA). Please call the TTY number at 1-800-955-8771 or for voice 1-800-955-8770 or the ADA Coordinator at 305-809-3811 at least five business days in advance for sign language interpreters, assistive listening devices, or materials in accessible format.

The Sanitary Sewer Service Rate increases are proposed to fund the City's cost to provide Sewer Services in the area shown above. City of Key West sewer charges are billed monthly by Florida Keys Aqueduct Authority (FKAA). The FY 2024 per Resolution are currently \$25.01 base charge per user and \$4.95 proportional use charge per 1,000 gallons per user.

The rate of adjustment for Fiscal Year 2024-25 shall amend the base sewer service user charge to \$27.51 / BCU (base charge unit) and the proportional use charge to \$5.45 per 1,000/gal flow per month.

If you have any questions, please contact the City Hall at (305) 809-3721, Monday through Friday between 8:00 a.m. and 4:45 p.m.

Publish: July 11, 2024

adno=3933052-1

APPENDIX B

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

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

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

I FURTHER CERTIFY that, in accordance with the Uniform Assessment Collection Act, this certificate and the herein described Non-Ad Valorem Assessment Roll will be delivered to the Monroe County Tax Collector by September 15, 2024.

IN WITNESS WHEREOF, I have subscribed this certificate and directed the same to be delivered to the Monroe County Tax Collector and made part of the above described Non-Ad Valorem Assessment Roll this ____ day of _____, 2024.

ISLAMORADA, VILLAGE OF ISLANDS,
FLORIDA

By: _____
Joseph B Pinder III, Mayor

[to be delivered to the Monroe County Tax Collector prior to September 15, 2024]



Council Communication

To: Mayor and Village Council
From: Lisa Lynch, Finance Director
Date: August 7, 2024
SUBJECT: **Resolution Approving FY 24-25 North Plantation Key Supplemental Wastewater Non-Ad Valorem Assessment Rate and Roll TAB 21**

Background:

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

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

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

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

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

Analysis:

The attached Annual Assessment Resolution for the North Plantation Key Supplemental Assessment Area for Fiscal Year 2024-2025 is the sixteenth year of the 26-year assessment. In accordance with the Assessment Ordinance, a notice of the public hearing scheduled for August 7, 2024, was published on July 11, 2024. This public hearing is being held to allow citizen comment prior to the final adoption of the Annual Assessment Resolution and assessment roll.

Budget Impact:

The proposed Annual Assessment Resolution for Fiscal Year 2024-2025 would continue the current annual rates for the North Plantation Key Supplemental assessment program. The maximum annual rate is \$27.00 per 0.2 EDUs for Multifamily Dwelling Units and a maximum annual rate of \$132.00 per EDU for Multiple Single-Family Dwelling Unit Parcels. The North

Plantation Key Supplemental assessment is estimated to generate revenue in the amount of \$2,400.00 in Fiscal Year 2024-2025. The funds generated by this assessment are used to pay debt service obligations on debt incurred to fund construction of the North Plantation Key wastewater collection and treatment system.

Staff Impact:

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

Recommendation:

It is recommended that the Village Council adopt the Annual Assessment Resolution for the North Plantation Key Supplemental Assessment Area for an assessment beginning October 1, 2024 through September 30, 2025. The assessments would appear on the November 2024 real estate tax bills.

Attachments: 1. Resolution_FY24-25_NPK Supp NAV_080724 RVCM-with-attachments

RESOLUTION NO. 24-

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, RELATING TO THE CONSTRUCTION AND FUNDING OF WASTEWATER COLLECTION AND TREATMENT FACILITIES WITHIN THE NORTH PLANTATION KEY SUPPLEMENTAL ASSESSMENT AREA; REIMPOSING SPECIAL ASSESSMENTS FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2024; APPROVING THE ASSESSMENT ROLL; PROVIDING FOR COLLECTION OF THE ASSESSMENTS; AND PROVIDING FOR AN EFFECTIVE DATE

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

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

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

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

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

WHEREAS, this Resolution shall serve as the Annual Assessment Resolution for the Fiscal Year 2024-2025; and

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

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

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

WHEREAS, a public hearing was held on August 7, 2024 to consider comments and objections of all interested persons.

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

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

Section 2. Definitions. This Resolution is the Annual Assessment Resolution for the Fiscal Year 2024-2025 as defined in the Ordinance. All capitalized terms in this Resolution shall have the meanings defined in the Ordinance, the Initial Assessment Resolution, and the Final Assessment Resolution.

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

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

(B) For the Fiscal Year beginning October 1, 2024, Annual Assessments computed in the manner described in the Initial Assessment Resolution, as amended, are hereby levied and reimposed on all Tax Parcels described in the Assessment Roll at a maximum annual rate of \$27.00 per 0.2 Equivalent Dwelling Units ("EDU") for Multifamily Dwelling Units and a maximum annual rate of \$132.00 per EDU for Multiple Single Family Dwelling Unit Parcels for a period not to exceed twenty-six (26) years, commencing in November 2009.

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

Section 5. Assessment Liens.

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

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

Section 6. Collection of Assessments. The Assessments shall be collected pursuant to the Uniform Assessment Collection Act. Upon adoption of the Annual Assessment Resolution, the Village Manager shall cause the certification and delivery of the Assessment Roll to the Tax Collector by September 15, 2024, in the manner prescribed by the Uniform Assessment Collection Act. The Assessment Roll, as delivered to the Tax Collector, shall be accompanied by a Certificate to Non-Ad Valorem Assessment Roll in substantially the form attached hereto as Appendix B.

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

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

[THE REMAINDER OF THIS PAGE INTENTIONALLY BLANK]

Motion to adopt by _____, seconded by _____.

FINAL VOTE AT ADOPTION

VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS

Mayor Joseph B. Pinder III _____

Vice Mayor Sharon Mahoney _____

Councilman Mark Gregg _____

Councilwoman Elizabeth Jolin _____

Councilman Henry Rosenthal _____

PASSED AND ADOPTED ON THIS 7TH DAY OF AUGUST 2024.

JOSEPH B. PINDER III, MAYOR

ATTEST:

MARNE MCGRATH, VILLAGE CLERK

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

JOHN J. QUICK, INTERIM VILLAGE ATTORNEY

APPENDIX A

PROOF OF PUBLICATION



The Florida Keys Only Daily Newspaper, Est. 1876
PO Box 1800, Key West FL 33041
P: (941) 206-1025 F: (305) 294-0768
legals@keysnews.com

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

Account: 421294

Ticket: 3933256

PUBLISHER'S AFFIDAVIT

**STATE OF FLORIDA
COUNTY OF MONROE**

[legal.text]

Before the undersigned authority personally appeared

_____Amber Douglas_____, who on oath says that he or she is

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

Thursday, July 11, 2024

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

(Signature of Affiant)

Affirmed and subscribed before me this 11th day of July 2024

(Notary Public Signature)

_____Jill Kelli Di Benedetto_____
(Notary Public Printed Name)

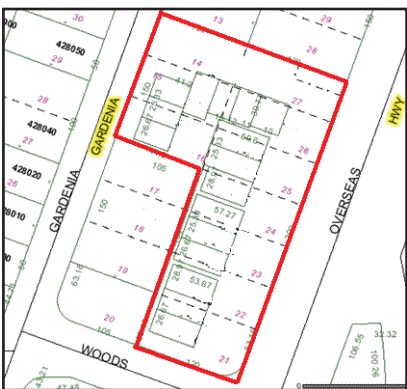
My commission expires _____8/19/2027_____

Personally Known X Produced Identification _____

Type of Identification Produced _____ (Notary Seal)_____



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

Notice is hereby given that the Village Council of Islamorada, Village of Islands, will conduct a public hearing to consider reimposing assessments for the Fiscal Year beginning October 1, 2024, against certain improved residential properties located within the Woods Corner Assessment Area as shown above, to fund Wastewater Connection Fees and Administrative Costs provided to such properties and to authorize collection of such assessments on the tax bill.

The public hearing will be held at 5:30 p.m. or as soon thereafter as possible on August 7, 2024, at Founders Park Community Center, 87000 Overseas Highway, Islamorada, Florida, for the purpose of receiving public comment on the proposed assessments. All affected property owners have a right to appear at the hearing and to file written objections with the Village Council within twenty (20) calendar days of the date of this notice. If a person decides to appeal any decision made by the Village Council with respect to any matter considered at the hearing, such person will need a record of the proceedings and may need to ensure that a verbatim record is made, including the testimony and evidence upon which the appeal is to be made. In accordance with the Americans with Disabilities Act, persons needing a special accommodation or an interpreter to participate in this proceeding should contact the Village Clerk at (305) 664-6412, at least seven (7) days prior to the date of the hearing.

The total annual assessment revenue to be collected within the Village of Islamorada for the upcoming fiscal year is estimated to be \$5,600.00. The maximum rate of assessment for the upcoming Fiscal Year commencing on October 1, 2024 and future Fiscal Years shall be \$263.00 per EDU and a maximum rate of assessment of \$842.00 per Connection. Copies of the Assessment Ordinance (Ordinance No. 05-16), the Initial Assessment Resolution (Resolution No. 08-07-41), the Final Assessment Resolution (Resolution No. 08-08-49), the Annual Rate Resolution initiating the annual process of updating the Assessment Roll and reimposing the Assessments, and the updated Assessment Roll for the upcoming fiscal year are available for inspection at the Village Clerk's office, located at 86800 Overseas Highway, Islamorada, Florida.

If you have any questions, please contact the Village at (305) 664-6446, Monday through Friday between 8:00 a.m. and 5:00 p.m.

The assessments will be collected on the ad valorem tax bill to be mailed in November 2024, as authorized by section 197.3632, Florida Statutes. Failure to pay the assessments will cause a tax certificate to be issued against the property which may result in a loss of title.

VILLAGE COUNCIL OF
ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA

adno=3933256-1



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

Notice is hereby given that the Village Council of Islamorada, Village of Islands, will conduct a public hearing to consider reimposing assessments for the Fiscal Year beginning October 1, 2024, against certain properties located within the North Plantation Key Assessment Area and the North Plantation Key Supplemental Assessment Area, as shown above, to fund Wastewater Collection and Treatment Facilities provided to such properties and to authorize collection of such assessments on the tax bill.

The public hearing will be held at 5:30 p.m. or as soon thereafter as possible on August 7, 2024, at Founders Park Community Center, 87000 Overseas Highway, Islamorada, Florida, for the purpose of receiving public comment on the proposed assessments. All affected property owners have a right to appear at the hearing and to file written objections with the Village Council within twenty (20) calendar days of the date of this notice. If a person decides to appeal any decision made by the Village Council with respect to any matter considered at the hearing, such person will need a record of the proceedings and may need to ensure that a verbatim record is made, including the testimony and evidence upon which the appeal is to be made. In accordance with the Americans with Disabilities Act, persons needing a special accommodation or an interpreter to participate in this proceeding should contact the Village Clerk at (305) 664-6412, at least seven (7) days prior to the date of the hearing.

The total annual assessment revenue to be collected within the Village of Islamorada for the upcoming fiscal year for the North Plantation Key Assessment Area is \$371,000 and for the North Plantation Key Supplemental Assessment Area is estimated to be \$2,400.

The maximum annual rate of assessment for the North Plantation Key Assessment Area for the upcoming fiscal year commencing on October 1, 2024, and future fiscal years shall be \$106.96 per EDU and a maximum annual rate of assessment of \$340.55 per Connection.

The original rules established for the North Plantation Key Assessment Area assigned one equivalent dwelling unit (EDU) to each single-family tax parcel and 0.8 EDUs to each multi-family dwelling unit. In 2009, the Village Council decided to provide for a uniform set of rules for the calculation of wastewater assessments throughout the Village. The uniform rules assign one (1) EDU to each single-family dwelling unit and one (1) EDU to each multi-family dwelling unit. The application of the uniform rules to the North Plantation Key Assessment Area produces supplemental assessment amounts for affected properties. The supplemental assessment for each affected parcel of property is based upon the number of additional EDUs attributable to the property based on the uniform rules (one (1) EDU for every additional single family dwelling unit and 0.2 EDUs for each multi-family dwelling unit). The annual assessment will include your share of the principal, interest, and collection costs. The maximum annual assessment is estimated to be \$132.00 per EDU (which equals \$26.40 for each multi-family dwelling unit and \$132.00 for each additional single family dwelling unit) for Fiscal Year 2024-25 and future fiscal years.

Copies of the Assessment Ordinance (Ordinance No. 05-16), the Initial Assessment Resolution (Resolution No. 05-08-42), the Initial Assessment Resolution (Resolution No. 09-08-68), the Final Assessment Resolution (Resolution No. 05-09-49), the Final Assessment Resolution (Resolution No. 09-09-77), the Annual Rate Resolutions initiating the annual process of updating the Assessment Rolls and reimposing the Assessments, and the updated Assessment Rolls for the upcoming Fiscal Year are available for inspection at the Village Clerk's office, located at 86800 Overseas Highway, Islamorada, Florida.

If you have any questions, please contact the Village at (305) 664-6446, Monday through Friday between 8:00 a.m. and 5:00 p.m.

The assessments will be collected on the ad valorem tax bill to be mailed in November 2024, as authorized by section 197.3632, Florida Statutes. Failure to pay the assessments will cause a tax certificate to be issued against the property which may result in a loss of title.

VILLAGE COUNCIL OF
ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA

adno=3933252-1

ENTERTAINMENT



ASSOCIATED PRESS

The backyard of the home where Marilyn Monroe lived is shown after she was found dead in Hollywood, August 5, 1962. The Los Angeles City Council voted to declare the home where Marilyn Monroe briefly lived and died a historic cultural monument in order to save it from demolition by its owners.

Marilyn Monroe’s former home declared a historic monument to save it from demolition

ASSOCIATED PRESS

LOS ANGELES — Fans of Marilyn Monroe have won a battle to preserve her mark on Los Angeles and are a step closer to seeing a towering statue of the silver screen icon remain in Palm Springs.

The Los Angeles home where Monroe briefly lived and died has been declared a historic cultural monument, while a Palm Springs planning commission decision boosted chances that a 26-foot (8-meter) statue called “Forever Marilyn” will stay in place.

The Los Angeles City Council voted for the historic designation Wednesday after a lengthy battle over whether the home in the tony Brentwood neighborhood would be demolished, the Los Angeles Times reported.

The current owners live next door and wanted to raze the house in order to expand their estate. The council, however, was unanimous in moving to save it.

“There’s no other person or place in the city of Los Angeles as iconic as

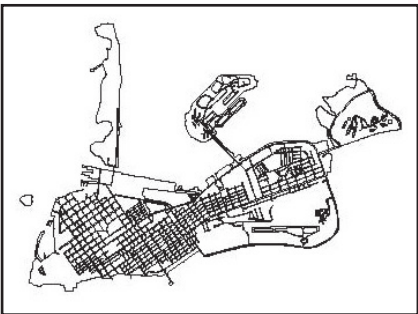
Marilyn Monroe and her Brentwood home,” Traci Park, the area’s council representative, said before the vote.

Monroe bought the house for \$75,000 and died there just months later on Aug. 4, 1962, from an apparent overdose. The current owners, Brinah Milstein and Roy Bank, bought the house for \$8.35 million and obtained a demolition permit but ran into opposition.

They contend the house has been changed so much over the years that it no longer is historic, and that it has become a neighborhood nuisance due to tourist traffic.

The process that led to the designation was “biased, unconstitutional and rigged,” Peter C. Sheridan, an attorney for Milstein and Bank, said in a statement to The Associated Press.

Sheridan asserted that Park and her staff were not responsive to the owners’ efforts to find a solution and ignored opposition by civic and homeowners’ groups.



NOTICE OF HEARING TO ADJUST SANITARY SEWER SERVICE RATES

Notice is hereby given that the City of Key West, will conduct a public hearing to consider adjusting Sanitary Sewer Service Rates for the Fiscal Year beginning October 1, 2024, for properties located within the incorporated area of the City, to fund the cost of Wastewater Treatment Plant, Sewer Infrastructure, Facilities, and Pump Stations providing service to said properties.

The public hearing will be held at a City Commission meeting at 5:00 p.m. on August 8, 2024, City Hall, 1300 White St., Key West, Florida, for the purpose of receiving public comment on the proposed adjustments. All affected property owners have a right to appear at the hearing and to file written objections with the City Commission within 20 calendar days of the date of this notice. If a person decides to appeal any decision made by the City Commission with respect to any matter considered at the hearing, such person will need a record of the proceedings and may need to ensure that a verbatim record is made, including the testimony and evidence upon which the appeal is to be made. It is the policy of the City of Key West to comply with all requirements of the Americans with Disabilities Act (ADA). Please call the TTY number at 1-800-955-8771 or for voice 1-800-955-8770 or the ADA Coordinator at 305-809-3811 at least five business days in advance for sign language interpreters, assistive listening devices, or materials in accessible format.

The Sanitary Sewer Service Rate increases are proposed to fund the City's cost to provide Sewer Services in the area shown above. City of Key West sewer charges are billed monthly by Florida Keys Aqueduct Authority (FKAA). The FY 2024 per Resolution are currently \$25.01 base charge per user and \$4.95 proportional use charge per 1,000 gallons per user.

The rate of adjustment for Fiscal Year 2024-25 shall amend the base sewer service user charge to \$27.51 / BCU (base charge unit) and the proportional use charge to \$5.45 per 1,000/gal flow per month.

If you have any questions, please contact the City Hall at (305) 809-3721, Monday through Friday between 8:00 a.m. and 4:45 p.m.

Publish: July 11, 2024

adno=3933052-1

APPENDIX B

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

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

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

I FURTHER CERTIFY that, in accordance with the Uniform Assessment Collection Act, this certificate and the herein described Non-Ad Valorem Assessment Roll will be delivered to the Monroe County Tax Collector by September 15, 2024.

IN WITNESS WHEREOF, I have subscribed this certificate and directed the same to be delivered to the Monroe County Tax Collector and made part of the above described Non-Ad Valorem Assessment Roll this ____ day of _____, 2024.

**ISLAMORADA, VILLAGE OF ISLANDS,
FLORIDA**

By: _____
Joseph B Pinder III, Mayor

[to be delivered to Monroe County Tax Collector prior to September 15, 2024]



Council Communication

To: Mayor and Village Council
From: Lisa Lynch, Interim Finance Director
Date: August 7, 2024
SUBJECT: **Resolution Approving FY 24-25 Remaining Service Area Phase I Wastewater Non-Ad Valorem Assessment Rate and Roll TAB 22**

Background:

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

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

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

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

Analysis:

The proposed Annual Assessment Resolution for Fiscal Year 2024-2025 for the Phase I Wastewater Collection and Treatment Facilities is attached. This is the fourteenth year of the 25-year assessment period that commenced in November 2011. In accordance with the Assessment Ordinance, notice of a public hearing scheduled for August 7, 2024, was published on July 11, 2024. The purpose of this public hearing is to allow for citizen comment prior to final adoption of the Annual Assessment Resolution and assessment roll.

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

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

Budget Impact:

The proposed assessment would generate approximately \$1,200,000.00 in funds to enable the Village to continue project management, engineering, design, and construction activities to provide wastewater treatment and collection facilities for the Village’s remaining service areas, excluding all of the properties in the North Plantation Key service area.

Staff Impact:

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

Recommendation:

It is recommended that the Village Council adopt the Annual Rate Resolution for the Phase I Wastewater Collection and Treatment Facilities in the Remaining Service Area Phase I (RSA1) Wastewater Assessment Area, for the Fiscal Year 2023-2024 beginning October 1, 2024 through September 30, 2025.

Attachments: 1. Resolution_FY24-25_RSA-1 Wastewater NAV_080724 RVCM-with-attachments

RESOLUTION NO. 24-

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, RELATING TO THE CONSTRUCTION OF WASTEWATER COLLECTION AND TREATMENT FACILITIES FOR THE WASTEWATER ASSESSMENT AREA WITHIN THE VILLAGE EXCLUDING THE NORTH PLANTATION KEY, WOODS CORNER, AND NORTH PLANTATION KEY SUPPLEMENTAL ASSESSMENT AREAS; REIMPOSING SPECIAL ASSESSMENTS FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2024; APPROVING THE ASSESSMENT ROLL; PROVIDING FOR COLLECTION OF THE ASSESSMENTS; AND PROVIDING AN EFFECTIVE DATE

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

WHEREAS, pursuant to the provisions of the Ordinance, the Village is required to adopt an Annual Assessment Resolution each Fiscal Year to approve the assessment roll for such Fiscal Year; and

WHEREAS, the Assessment Roll for Fiscal Year 2024-2025 has been filed with the Office of the Village Manager, as required by the Ordinance; and

WHEREAS, notice of a public hearing has been published and mailed, if required by the terms of the Ordinance, which provides notice to all interested persons of an opportunity to be heard; the proof of publication being attached hereto as Appendix A; and

WHEREAS, a public hearing was held on August 7, 2024, and comments and objections of all interested persons have been heard and considered as required by the terms of the Ordinance.

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

Section 1. **Authority.** This Resolution is adopted pursuant to Ordinance No. 05-16 (the "Ordinance"), the Initial Assessment Resolution (Resolution No. 11-06-38) and Supplemental Initial Assessment Resolution (Resolution No. 11-07-48) (together hereinafter referred to as the "Initial Assessment Resolution"), the Final Assessment Resolution (Resolution No. 11-07-47) and Supplemental Final Assessment Resolution (Resolution No. 11-08-58) (together hereinafter referred to as the "Final Assessment Resolution"), Sections 166.021 and 166.041, Florida Statutes, and other applicable provisions of law.

Section 2. **Definitions.** This resolution is the Annual Rate Resolution as defined in the Ordinance. All capitalized terms in this Resolution shall have the meanings defined in the Ordinance, the Initial Assessment Resolution, and the Final Assessment Resolution.

Section 3. **Annual Assessments.**

(A) The Real Estate Parcels described in the updated Assessment Roll are hereby found to be specially benefited by construction of the Wastewater Collection and Treatment Facilities in the amount of the maximum annual Assessment set forth in the Assessment Roll.

(B) Annual Assessments computed in the manner described in the Initial Assessment Resolution, as amended, are hereby levied and imposed on all Tax Parcels described in the Assessment Roll at a maximum annual rate of either (i) \$256.00 per Equivalent Dwelling Unit ("EDU") for properties with one (1) to ten (10) EDUs, or (ii) \$2,560.00 per Real Estate Parcel plus \$74.00 per EDU for properties greater than ten (10) EDUs for a period not to exceed twenty-five (25) years, commencing in November 2011.

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

Section 5. Assessment Liens.

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

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

Section 6. Collection of Assessments. The Assessments shall be collected pursuant to the Uniform Assessment Collection Act. Upon adoption of this Annual Assessment Resolution, the Village Manager shall cause the certification and delivery of the Assessment Roll to the Tax Collector by September 15, 2024, in the manner prescribed by the Uniform Assessment Collection

Act. The Assessment Roll, as delivered to the Tax Collector, shall be accompanied by a Certificate to Non-Ad Valorem Assessment Roll in substantially the form attached hereto as Appendix B.

Section 7. **Effect of Annual Rate Resolution.** The adoption of this Annual Rate Resolution shall be the final adjudication of the issues presented herein and in the Initial Assessment Resolution (including, but not limited to, the method by which the Assessments will be computed, the Assessment Roll, the maximum annual Assessment, the levy and lien of the Assessments and the terms for prepayment of the Assessments) unless proper steps are initiated in a court of competent jurisdiction to secure relief within twenty (20) days of the date of adoption date of this Final Assessment Resolution.

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

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Motion to adopt by _____, seconded by _____.

FINAL VOTE AT ADOPTION

VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS

Mayor Joseph B. Pinder III _____

Vice Mayor Sharon Mahoney _____

Councilman Mark Gregg _____

Councilwoman Elizabeth Jolin _____

Councilman Henry Rosenthal _____

PASSED AND ADOPTED ON THIS 7TH DAY OF AUGUST 2024.

JOSEPH B. PINDER III, MAYOR

ATTEST:

MARNE MCGRATH, VILLAGE CLERK

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

JOHN J. QUICK, INTERIM VILLAGE ATTORNEY

APPENDIX A

PROOF OF PUBLICATION



The Florida Keys Only Daily Newspaper, Est. 1876
PO Box 1800, Key West FL 33041
P: (941) 206-1025 F: (305) 294-0768
legals@keysnews.com

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

Account: 421294

Ticket: 3933253

PUBLISHER'S AFFIDAVIT

**STATE OF FLORIDA
COUNTY OF MONROE**

[legal.text]

Before the undersigned authority personally appeared

_____Amber Douglas_____, who on oath says that he or she is

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

Thursday, July 11, 2024

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

(Signature of Affiant)

Affirmed and subscribed before me this 11th day of July 2024

(Notary Public Signature)

_____Jill Kelli Di Benedetto_____
(Notary Public Printed Name)

My commission expires _____8/19/2027_____

Personally Known X Produced Identification _____

Type of Identification Produced _____ (Notary Seal)_____



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PEOPLE • EVENTS • FEATURES

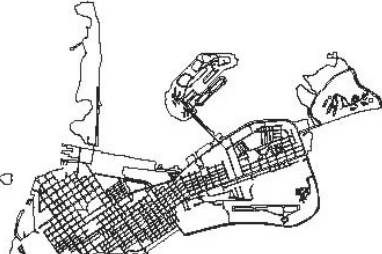
GET THE
LATEST
EDITION

KEYSStyle[®]
PEOPLE • EVENTS • FEATURES

The
Keys Coral Reef
Ecosystem

IN LOCATIONS
throughout
THE
KEYS





NOTICE OF HEARING TO RE-IMPOSE AND PROVIDE FOR COLLECTION OF SOLID WASTE SERVICE SPECIAL ASSESSMENTS

Notice is hereby given that the City of Key West, will conduct a public hearing to consider re-imposing solid waste service assessments for the Fiscal Year beginning October 1, 2024, against certain improved residential properties located within the incorporated area of the City, to fund the cost of solid waste collection and disposal services, facilities and programs provided to such properties and to authorize collection of such assessments on the tax bill.

The public hearing will be held at a City Commission meeting at 5:00 p.m. on August 8, 2024, City Hall, 1300 White St, Key West, Florida, for the purpose of receiving public comment on the proposed assessments. All affected property owners have a right to appear at the hearing and to file written objections with the City Commission within 20 calendar days of the date of this notice. If a person decides to appeal any decision made by the City Commission with respect to any matter considered at the hearing, such person will need a record of the proceedings and may need to ensure that a verbatim record is made, including the testimony and evidence upon which the appeal is to be made. In accordance with the Americans with Disabilities Act, persons needing a special accommodation or an interpreter to participate in this proceeding should contact the City at (305) 809-3811, at least seven days prior to the date of the hearing.

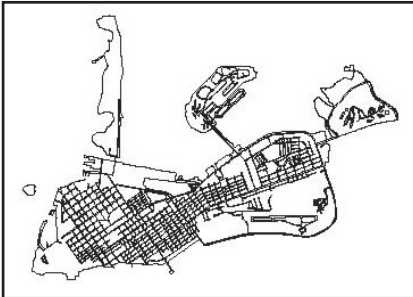
The rate of assessment for Fiscal Year 2024-25 shall be \$362.82 per dwelling unit for solid waste services. The maximum rate of assessment for future fiscal years shall be \$393.08 per dwelling unit for solid waste services.

The total annual solid waste assessment revenue to be collected within the City is estimated to be \$5,057,239. Copies of the Solid Waste Service Assessment Ordinance (Ordinance No.13-09), the Preliminary Rate Resolution initiating the annual process of updating the Assessment Roll and re-imposing the Solid Waste Service Assessments, and the updated Assessment Roll for the upcoming fiscal year are available for inspection at the City Clerk's office, located at 1300 White St., Key West, Florida.

If you have any questions, please contact City Hall at (305) 809-3721, Monday through Friday between 8:00 a.m. and 4:45 p.m.

The assessments will be collected on the ad valorem tax bill to be mailed in November 2024, as authorized by section 197.3632, Florida Statutes. Failure to pay the assessments will cause a tax certificate to be issued against the property which may result in a loss of title.

Publish: July 11, 2024



NOTICE OF HEARING TO RE-IMPOSE AND PROVIDE FOR COLLECTION OF STORMWATER SERVICE SPECIAL ASSESSMENTS

Notice is hereby given that the City of Key West, will conduct a public hearing to consider re-imposing stormwater service assessments for the Fiscal Year beginning October 1, 2024, against improved properties located within the incorporated area of the City, to fund the cost of stormwater management services, facilities and programs provided to such properties and to authorize collection of such assessments on the tax bill.

The public hearing will be held at a City Commission meeting at 5:00 p.m. on August 8, 2024, City Hall, 1300 White St., Key West, Florida, for the purpose of receiving public comment on the proposed assessments. All affected property owners have a right to appear at the hearing and to file written objections with the City Commission within 20 calendar days of the date of this notice. If a person decides to appeal any decision made by the City Commission with respect to any matter considered at the hearing, such person will need a record of the proceedings and may need to ensure that a verbatim record is made, including the testimony and evidence upon which the appeal is to be made. It is the policy of the City of Key West to comply with all requirements of the Americans with Disabilities Act (ADA). Please call the TTY number at 1-800-955-8771 or for voice 1-800-955-8770 or the ADA Coordinator at 305-809-3811 at least five business days in advance for sign language interpreters, assistive listening devices, or materials in accessible format.

The Stormwater Service Assessments are proposed to fund the City's cost to provide Stormwater Management Services in the area shown above. The Stormwater Service Assessments are based upon the estimated amount of stormwater runoff generated by impervious surface on the property. Impervious surfaces include the roof top, patios, driveways, parking lots and similar areas. The City has determined that the average single-family residence in the City includes 1,440 square feet of impervious surface, which is defined as the "equivalent stormwater unit value" or "ESU Value." The annual stormwater service assessment is based on the number of ESUs contained on each parcel of property plus any unpaid or delinquent charges for stormwater services.

The rate of assessment for Fiscal Year 2024-25 shall be \$123.68 per ESU for stormwater services. The maximum rate of assessment for future fiscal years shall be \$124.97 per ESU for stormwater services.

The total annual stormwater assessment revenue to be collected within the City is estimated to be \$2,733,554. Copies of the Stormwater Service Assessment Ordinance (Ordinance No.13-10), and the updated Assessment Roll for the upcoming fiscal year are available for inspection at the City Clerk's office, located at 1300 White St., Key West, Florida.

If you have any questions, please contact the City Hall at (305) 809-3902, Monday through Friday between 8:00 a.m. and 4:45 p.m.

The assessments will be collected on the ad valorem tax bill to be mailed in November 2024, as authorized by section 197.3632, Florida Statutes. Failure to pay the assessments will cause a tax certificate to be issued against the property which may result in a loss of title.

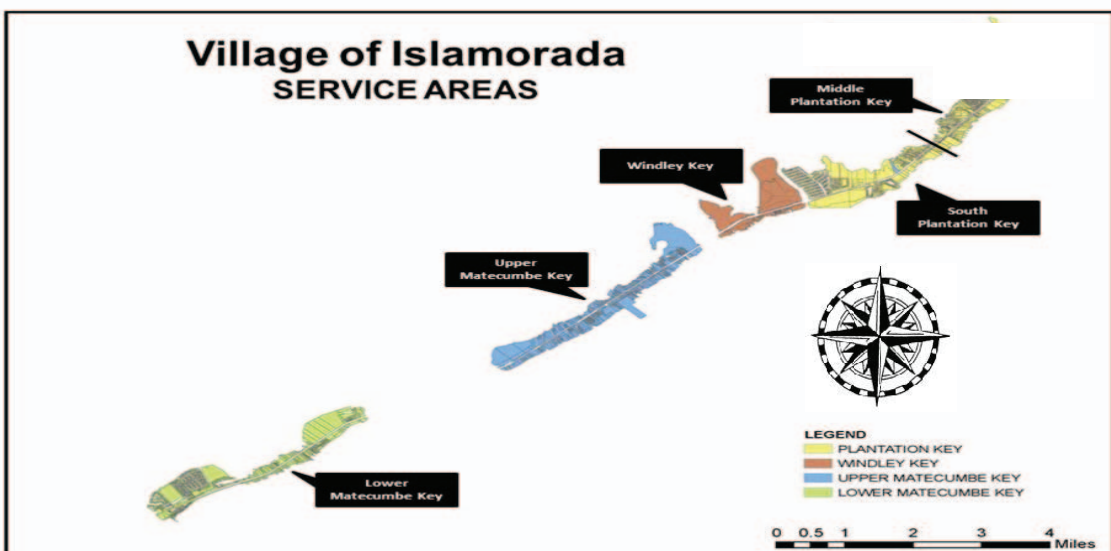
Publish: July 11, 2024

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Village of Islamorada SERVICE AREAS



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

Notice is hereby given that the Village Council of Islamorada, Village of Islands, Florida, will conduct a public hearing to consider reimposing special assessments against certain parcels of property located therein. The hearing will be held at 5:30 p.m., or as soon thereafter as the matter can be heard, on August 7, 2024 at Founders Park Community Center, 87000 Overseas Highway, Islamorada, Florida for the purpose of receiving public comment on the assessments. In accordance with the Americans with Disabilities Act, if you are a person with a disability who needs any accommodation in order to participate in this proceeding, you are entitled, at no cost to you, to the provision of certain assistance. Please contact the Village Clerk at (305) 664-6412 at least seven (7) days prior to the public hearing. All affected property owners have a right to appear at the hearing and to file written objections with the Village within 20 days of this notice. If a person wishes to appeal any decision made by the Village Council with respect to any matter considered at the hearing, such person will need a record of the proceedings and may need to ensure that a verbatim record is made, including the testimony and evidence upon which the appeal is to be made.

For the Phase 1 (RSA 1) Assessment Area, the assessment for each parcel of property is based on the number of equivalent dwelling units attributable to such parcel. Unless prepaid, the annual assessment will include your share of the principal, interest and collection cost. The maximum annual assessment for Fiscal Year 2024-25 and future fiscal years is estimated to be \$256 per EDU for properties with 1-10 EDUs and \$2,560 plus \$74 per EDU for properties greater than 10 EDUs.

For the Phase 2 (RSA 2) Assessment Area, the assessment for each parcel of property is based on the number of equivalent dwelling units attributable to such parcel. Unless prepaid, the annual assessment will include your share of the principal, interest and collection cost. The maximum annual assessment for Fiscal Year 2024-25 and future fiscal years is estimated to be \$256 per EDU for properties with 1-10 EDUs and \$2,560 plus \$74 per EDU for properties greater than 10 EDUs.

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

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

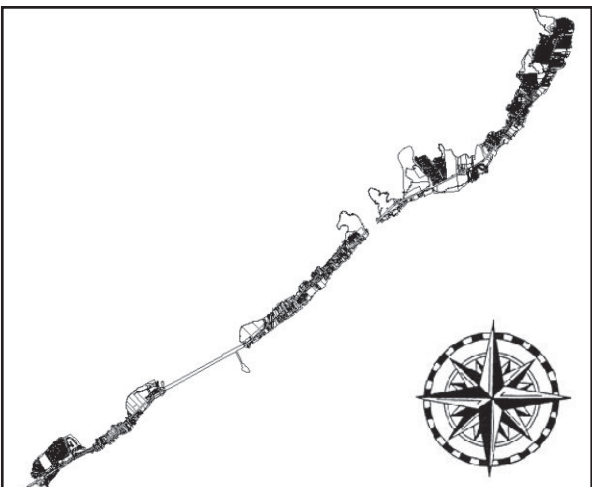
The assessments will be collected on the ad valorem tax bill, as authorized by Section 197.3632, Florida Statutes. Failure to pay the assessments will cause a tax certificate to be issued against the property which may result in a loss of title. The Village Council intends to collect the assessments in not to exceed twenty-five (25) annual assessments, the first of which was included on the November 2011 and the November 2013 ad valorem tax bills respectively. The total annual assessment revenue to be collected within the Village of Islamorada for the Phase 1 (RSA 1) Assessment Area, for the upcoming fiscal year is estimated to be \$1,200,000. The total annual assessment revenue to be collected within the Village of Islamorada for the Phase 2 (RSA 2) Assessment Area, for the upcoming fiscal year is estimated to be \$1,280,000. Future annual assessments may be prepaid at the option of the property owner.

If you have any questions, please contact the Village at (305) 664-6446, Monday through Friday between 8:00 a.m. and 5:00 p.m.

**VILLAGE COUNCIL OF
ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA**

ISLAMORADA, VILLAGE OF ISLANDS FLORIDA

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



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

Notice is hereby given that the Village Council of Islamorada, Village of Islands, Florida, will conduct a public hearing to consider reimposing Stormwater Service Assessments in the area receiving Stormwater Management Service from the Village, as shown above, and to authorize collection of such assessments on the tax bill. The hearing will be held at 5:30 p.m. or as soon thereafter as possible on August 7, 2024, at Founders Park Community Center, 87000 Overseas Highway, Islamorada, Florida. In accordance with the Americans with Disabilities Act, persons needing a special accommodation or an interpreter to participate in this proceeding should contact the Village Clerk at (305) 664-6412 at least seven (7) days prior to the date of the hearing. All affected property owners have a right to appear at the hearing and to file written objections with the Village Council. All written objections to the non-ad valorem assessments must be filed with the Village Council within twenty (20) days of this notice. Any person wishing to appeal any decision of the Village Council with respect to any matter considered will need a record of the proceedings and may wish to ensure that a verbatim record of the proceedings is made.

The Stormwater Service Assessments are proposed to fund the Village's cost to provide Stormwater Management Service in the area shown above. The Stormwater Service Assessments are based upon the estimated amount of stormwater runoff generated by impervious surface on the property. Impervious surfaces include the roof top, patios, driveways, parking lots and similar areas. The Village has determined that the average single-family residence in the Stormwater Service Area includes 3,322 square feet of impervious surface, which is defined as the "equivalent stormwater unit value" or "ESU Value." The annual Stormwater Service Assessment rate for the Fiscal Year 2024-25 and for future fiscal years will be \$32.00 for each Net ESU. The maximum annual Stormwater Service Assessment rate for Fiscal Year 2024-25 and for future fiscal years will be \$62.00 for each Net ESU. The total annual assessment revenue to be collected within the Village of Islamorada for the upcoming Fiscal Year is estimated to be \$206,000.

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

The Stormwater Service Assessments will be collected on the ad valorem tax bill to be mailed in November 2024, as authorized by Section 197.3632, Florida Statutes. Failure to pay the Stormwater Service Assessment will cause a tax certificate to be issued against the assessed property which may result in a loss of title to your property.

If you have any questions, please contact the Village at (305) 664-6446, Monday through Friday between 8:00 a.m. and 5:00 p.m.

**VILLAGE COUNCIL OF ISLAMORADA,
VILLAGE OF ISLANDS, FLORIDA**

Page 778 of 800

APPENDIX B

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

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

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

I FURTHER CERTIFY that, in accordance with the Uniform Assessment Collection Act, this certificate and the herein described Non-Ad Valorem Assessment Roll will be delivered to the Monroe County Tax Collector by September 15, 2024.

IN WITNESS WHEREOF, I have subscribed this certificate and directed the same to be delivered to the Monroe County Tax Collector and made part of the above described Non-Ad Valorem Assessment Roll this ____ day of _____, 2024.

**ISLAMORADA, VILLAGE OF ISLANDS,
FLORIDA**

By: _____
Joseph B Pinder III, Vice Mayor

[to be delivered to the Monroe County Tax Collector prior to September 15, 2024]



Council Communication

To: Mayor and Village Council
From: Lisa Lynch, Finance Director
Date: August 7, 2024
SUBJECT: **Resolution Approving FY 24-25 Remaining Service Area Phase II Wastewater Non-Ad Valorem Assessment Rate and Roll TAB 23**

Background:

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

On June 13, 2013, pursuant to the Assessment Ordinance, the Village Council adopted Resolution No. 13-06-32 (the "Initial Assessment Resolution"), thereby proposing creation of the Assessment Area and describing the method of assessing the cost of Wastewater Collection and Treatment Facilities for Phase II against the real property specially benefited. On July 25, 2013, pursuant to the Assessment Ordinance, the Council subsequently adopted Resolution No. 13-07-42 (the "Final Assessment Resolution"), thereby creating the Assessment Area, confirming the methodology for computing annual assessments, levying and imposing on all tax parcels described in the assessment roll a maximum annual rate of either \$256.00 per Equivalent Dwelling Unit ("EDU") for properties with one (1) to ten (10) EDUs; or \$2,560.00 per Real Estate Parcel plus \$74.00 per EDU for properties greater than ten (10) EDUs for a period not to exceed 25 years, commencing in November 2013, and approving the Assessment Roll.

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

Analysis:

The proposed Annual Assessment Resolution for Fiscal Year 2024-2025 for the Phase II Wastewater Collection and Treatment Facilities is attached. This is the twelfth year of the twenty-five (25) year assessment period that commenced in November 2013. In accordance with the Assessment Ordinance, advertisement of a public hearing scheduled for August 7, 2024, was published on July 11, 2024. The purpose of this public hearing is to allow for citizen comment prior to final adoption of the Annual Assessment Resolution and assessment roll.

Budget Impact:

The proposed assessment would generate approximately \$1,280,000.00 in funds to enable the Village to continue project management, engineering, design, and construction activities to provide wastewater treatment and collection facilities for the Village's remaining service areas, excluding all of the properties within the North Plantation Key service area.

Staff Impact:

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

Recommendation:

It is recommended that the Village Council adopt the Annual Rate Resolution for the Phase II Wastewater Collection and Treatment Facilities in the Remaining Service Area Phase II (RSA2) Wastewater Assessment Area, for the Fiscal Year 2024-2025 beginning October 1, 2024 through September 30, 2025.

Attachments: 1. Resolution_FY24-25 Wastewater RSA-2 NAV_080724 RVCM-with-attachments

RESOLUTION NO. 24-

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, RELATING TO THE CONSTRUCTION AND FUNDING OF WASTEWATER COLLECTION AND TREATMENT FACILITIES FOR PHASE II OF THE WASTEWATER ASSESSMENT AREA WITHIN THE VILLAGE BUT EXCLUDING THE NORTH PLANTATION KEY, NORTH PLANTATION KEY SUPPLEMENTAL AND WOODS CORNER ASSESSMENT AREAS; REIMPOSING SPECIAL ASSESSMENTS FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2024; APPROVING THE ASSESSMENT ROLL; PROVIDING FOR COLLECTION OF THE ASSESSMENTS; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, on August 23, 2005, the Village Council ("Council") of Islamorada, Village of Islands, Florida (the "Village"), enacted Ordinance No. 05-16, as codified in Article III of Chapter 48, of the Village Code of Ordinances (the "Ordinance"), to provide for the creation of assessment areas and authorize the imposition of special assessments to fund the construction of local wastewater improvements to serve the property located therein; and

WHEREAS, on June 13, 2013, the Council adopted Resolution No. 13-06-32, the Initial Assessment Resolution, thereby proposing creation of the Assessment Area for Phase II of the remaining service areas (the "Assessment Area") and describing the method of assessing the cost of Wastewater Collection and Treatment Facilities for Phase II against the real property specially benefited thereby; and

WHEREAS, on July 25, 2013, the Council adopted Resolution No. 13-07-42, the Final Assessment Resolution, thereby creating the Assessment Area, confirming the method of assessing the cost of Wastewater Collection and Treatment Facilities for Phase II against the real property specially benefited thereby and approving the Assessment Roll; and

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

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

WHEREAS, notice of a public hearing has been published and mailed, if required by the terms of the Ordinance, which provides notice to all interested persons of an opportunity to be heard; the proof of publication being attached hereto as Appendix A; and

WHEREAS, on August 7, 2024, a noticed public hearing was held, and comments and objections of all interested persons have been heard and considered as required by the Ordinance; and

WHEREAS, the Council desires to reimpose the annual wastewater assessment program within the Village, using the tax bill collection method for the Fiscal Year beginning on October 1, 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 hereby ratified and confirmed as being true and correct and are hereby made a specific part of this resolution.

Section 2. **Authority.** This Resolution is adopted pursuant to the Ordinance, the Initial Assessment Resolution, the Final Assessment Resolution (Resolution No. 13-07-42), Chapter 48, Article III of the Village Code, Sections 166.021 and 166.041, Florida Statutes, and other applicable provisions of law.

Section 3. Definitions. This Resolution is the Annual Assessment Resolution as defined in the Ordinance. All capitalized terms in this Resolution shall have the meanings defined in the Ordinance, the Initial Assessment Resolution, and the Final Assessment Resolution.

Section 4. Annual Assessments to Fund Wastewater Treatment and Collection Facilities for Phase II.

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

(B) Annual Phase II Assessments computed in the manner described in the Initial Assessment Resolution are hereby levied and imposed on all Tax Parcels described in the Assessment Roll at a maximum annual rate of either (i) \$256.00 per Equivalent Dwelling Unit ("EDU") for properties with one (1) to ten (10) EDUs, or (ii) \$2,560.00 per Real Estate Parcel plus \$74.00 per EDU for properties greater than ten (10) EDUs for a period not to exceed twenty-five (25) years, commencing in November 2013.

Section 5. Approval of Assessment Roll.

(A) The updated Assessment Roll, which is currently on file with the Village Manager and incorporated herein by reference, is hereby approved.

(B) Pursuant to the Ordinance and the Uniform Assessment Collection Act, the Assessment Roll shall be certified to the Monroe County Tax Collector prior to September 15, 2024.

Section 6. Assessment Liens.

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

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

Section 7. Collection of Assessments.

(A) The Assessments shall be collected pursuant to the Uniform Assessment Collection Act. Upon adoption of the Annual Assessment Resolution for each Fiscal Year, the Village Manager shall cause the certification and delivery of the Assessment Roll to the Tax Collector by September 15, 2024, in the manner prescribed by the Uniform Assessment Collection Act.

(B) The Assessment Roll, as delivered to the Tax Collector, shall be accompanied by a Certificate to Non-Ad Valorem Assessment Roll in substantially the form attached hereto as Appendix B.

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

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

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Motion to adopt by _____, seconded by _____.

FINAL VOTE AT ADOPTION

VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS

Mayor Joseph B. Pinder III _____

Vice Mayor Sharon Mahoney _____

Councilman Mark Gregg _____

Councilwoman Elizabeth Jolin _____

Councilman Henry Rosenthal _____

PASSED AND ADOPTED ON THIS 7TH DAY OF AUGUST 2024.

JOSEPH B. PINDER III, MAYOR

ATTEST:

MARNE MCGRATH, VILLAGE CLERK

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

JOHN J. QUICK, INTERIM VILLAGE ATTORNEY

APPENDIX A

PROOF OF PUBLICATION



The Florida Keys Only Daily Newspaper, Est. 1876
PO Box 1800, Key West FL 33041
P: (941) 206-1025 F: (305) 294-0768
legals@keysnews.com

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

Account: 421294

Ticket: 3933253

PUBLISHER'S AFFIDAVIT

**STATE OF FLORIDA
COUNTY OF MONROE**

[legal.text]

Before the undersigned authority personally appeared

_____Amber Douglas_____, who on oath says that he or she is

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

Thursday, July 11, 2024

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

(Signature of Affiant)

Affirmed and subscribed before me this 11th day of July 2024

(Notary Public Signature)

_____Jill Kelli Di Benedetto_____
(Notary Public Printed Name)

My commission expires _____8/19/2027_____

Personally Known X Produced Identification _____

Type of Identification Produced _____ (Notary Seal)_____



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LATEST
EDITION

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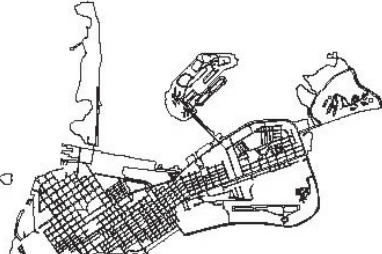
The
Keys Coral Reef
Ecosystem

IN LOCATIONS
throughout
THE
KEYS

Press

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KEYSStyle[®]
PEOPLE • EVENTS • FEATURES



NOTICE OF HEARING TO RE-IMPOSE AND PROVIDE FOR COLLECTION OF SOLID WASTE SERVICE SPECIAL ASSESSMENTS

Notice is hereby given that the City of Key West, will conduct a public hearing to consider re-imposing solid waste service assessments for the Fiscal Year beginning October 1, 2024, against certain improved residential properties located within the incorporated area of the City, to fund the cost of solid waste collection and disposal services, facilities and programs provided to such properties and to authorize collection of such assessments on the tax bill.

The public hearing will be held at a City Commission meeting at 5:00 p.m. on August 8, 2024, City Hall, 1300 White St, Key West, Florida, for the purpose of receiving public comment on the proposed assessments. All affected property owners have a right to appear at the hearing and to file written objections with the City Commission within 20 calendar days of the date of this notice. If a person decides to appeal any decision made by the City Commission with respect to any matter considered at the hearing, such person will need a record of the proceedings and may need to ensure that a verbatim record is made, including the testimony and evidence upon which the appeal is to be made. In accordance with the Americans with Disabilities Act, persons needing a special accommodation or an interpreter to participate in this proceeding should contact the City at (305) 809-3811, at least seven days prior to the date of the hearing.

The rate of assessment for Fiscal Year 2024-25 shall be \$362.82 per dwelling unit for solid waste services. The maximum rate of assessment for future fiscal years shall be \$393.08 per dwelling unit for solid waste services.

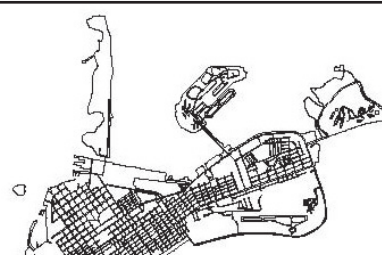
The total annual solid waste assessment revenue to be collected within the City is estimated to be \$5,057,239. Copies of the Solid Waste Service Assessment Ordinance (Ordinance No.13-09), the Preliminary Rate Resolution initiating the annual process of updating the Assessment Roll and re-imposing the Solid Waste Service Assessments, and the updated Assessment Roll for the upcoming fiscal year are available for inspection at the City Clerk's office, located at 1300 White St., Key West, Florida.

If you have any questions, please contact City Hall at (305) 809-3721, Monday through Friday between 8:00 a.m. and 4:45 p.m.

The assessments will be collected on the ad valorem tax bill to be mailed in November 2024, as authorized by section 197.3632, Florida Statutes. Failure to pay the assessments will cause a tax certificate to be issued against the property which may result in a loss of title.

Publish: July 11, 2024

adno=3932972-1



NOTICE OF HEARING TO RE-IMPOSE AND PROVIDE FOR COLLECTION OF STORMWATER SERVICE SPECIAL ASSESSMENTS

Notice is hereby given that the City of Key West, will conduct a public hearing to consider re-imposing stormwater service assessments for the Fiscal Year beginning October 1, 2024, against improved properties located within the incorporated area of the City, to fund the cost of stormwater management services, facilities and programs provided to such properties and to authorize collection of such assessments on the tax bill.

The public hearing will be held at a City Commission meeting at 5:00 p.m. on August 8, 2024, City Hall, 1300 White St., Key West, Florida, for the purpose of receiving public comment on the proposed assessments. All affected property owners have a right to appear at the hearing and to file written objections with the City Commission within 20 calendar days of the date of this notice. If a person decides to appeal any decision made by the City Commission with respect to any matter considered at the hearing, such person will need a record of the proceedings and may need to ensure that a verbatim record is made, including the testimony and evidence upon which the appeal is to be made. It is the policy of the City of Key West to comply with all requirements of the Americans with Disabilities Act (ADA). Please call the TTY number at 1-800-955-8771 or for voice 1-800-955-8770 or the ADA Coordinator at 305-809-3811 at least five business days in advance for sign language interpreters, assistive listening devices, or materials in accessible format.

The Stormwater Service Assessments are proposed to fund the City's cost to provide Stormwater Management Services in the area shown above. The Stormwater Service Assessments are based upon the estimated amount of stormwater runoff generated by impervious surface on the property. Impervious surfaces include the roof top, patios, driveways, parking lots and similar areas. The City has determined that the average single-family residence in the City includes 1,440 square feet of impervious surface, which is defined as the "equivalent stormwater unit value" or "ESU Value." The annual stormwater service assessment is based on the number of ESUs contained on each parcel of property plus any unpaid or delinquent charges for stormwater services.

The rate of assessment for Fiscal Year 2024-25 shall be \$123.68 per ESU for stormwater services. The maximum rate of assessment for future fiscal years shall be \$124.97 per ESU for stormwater services.

The total annual stormwater assessment revenue to be collected within the City is estimated to be \$2,733,554. Copies of the Stormwater Service Assessment Ordinance (Ordinance No.13-10), and the updated Assessment Roll for the upcoming fiscal year are available for inspection at the City Clerk's office, located at 1300 White St., Key West, Florida.

If you have any questions, please contact the City Hall at (305) 809-3902, Monday through Friday between 8:00 a.m. and 4:45 p.m.

The assessments will be collected on the ad valorem tax bill to be mailed in November 2024, as authorized by section 197.3632, Florida Statutes. Failure to pay the assessments will cause a tax certificate to be issued against the property which may result in a loss of title.

Publish: July 11, 2024

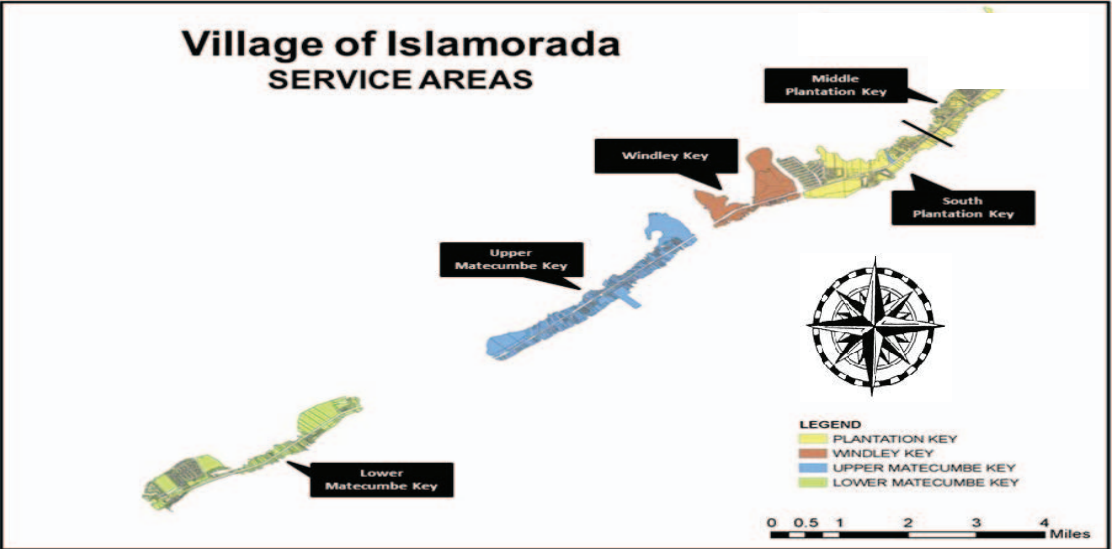
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Village of Islamorada SERVICE AREAS



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

Notice is hereby given that the Village Council of Islamorada, Village of Islands, Florida, will conduct a public hearing to consider reimposing special assessments against certain parcels of property located therein. The hearing will be held at 5:30 p.m., or as soon thereafter as the matter can be heard, on August 7, 2024 at Founders Park Community Center, 87000 Overseas Highway, Islamorada, Florida for the purpose of receiving public comment on the assessments. In accordance with the Americans with Disabilities Act, if you are a person with a disability who needs any accommodation in order to participate in this proceeding, you are entitled, at no cost to you, to the provision of certain assistance. Please contact the Village Clerk at (305) 664-6412 at least seven (7) days prior to the public hearing. All affected property owners have a right to appear at the hearing and to file written objections with the Village within 20 days of this notice. If a person wishes to appeal any decision made by the Village Council with respect to any matter considered at the hearing, such person will need a record of the proceedings and may need to ensure that a verbatim record is made, including the testimony and evidence upon which the appeal is to be made.

For the Phase 1 (RSA 1) Assessment Area, the assessment for each parcel of property is based on the number of equivalent dwelling units attributable to such parcel. Unless prepaid, the annual assessment will include your share of the principal, interest and collection cost. The maximum annual assessment for Fiscal Year 2024-25 and future fiscal years is estimated to be \$256 per EDU for properties with 1-10 EDUs and \$2,560 plus \$74 per EDU for properties greater than 10 EDUs.

For the Phase 2 (RSA 2) Assessment Area, the assessment for each parcel of property is based on the number of equivalent dwelling units attributable to such parcel. Unless prepaid, the annual assessment will include your share of the principal, interest and collection cost. The maximum annual assessment for Fiscal Year 2024-25 and future fiscal years is estimated to be \$256 per EDU for properties with 1-10 EDUs and \$2,560 plus \$74 per EDU for properties greater than 10 EDUs.

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

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

The assessments will be collected on the ad valorem tax bill, as authorized by Section 197.3632, Florida Statutes. Failure to pay the assessments will cause a tax certificate to be issued against the property which may result in a loss of title. The Village Council intends to collect the assessments in not to exceed twenty-five (25) annual assessments, the first of which was included on the November 2011 and the November 2013 ad valorem tax bills respectively. The total annual assessment revenue to be collected within the Village of Islamorada for the Phase 1 (RSA 1) Assessment Area, for the upcoming fiscal year is estimated to be \$1,200,000. The total annual assessment revenue to be collected within the Village of Islamorada for the Phase 2 (RSA 2) Assessment Area, for the upcoming fiscal year is estimated to be \$1,280,000. Future annual assessments may be prepaid at the option of the property owner.

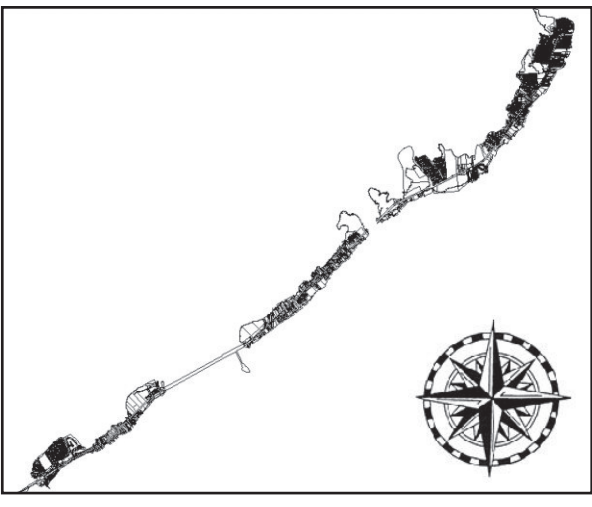
If you have any questions, please contact the Village at (305) 664-6446, Monday through Friday between 8:00 a.m. and 5:00 p.m.

VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA

adno=3933253-1

ISLAMORADA, VILLAGE OF ISLANDS FLORIDA

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



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

Notice is hereby given that the Village Council of Islamorada, Village of Islands, Florida, will conduct a public hearing to consider reimposing Stormwater Service Assessments in the area receiving Stormwater Management Service from the Village, as shown above, and to authorize collection of such assessments on the tax bill. The hearing will be held at 5:30 p.m. or as soon thereafter as possible on August 7, 2024, at Founders Park Community Center, 87000 Overseas Highway, Islamorada, Florida. In accordance with the Americans with Disabilities Act, persons needing a special accommodation or an interpreter to participate in this proceeding should contact the Village Clerk at (305) 664-6412 at least seven (7) days prior to the date of the hearing. All affected property owners have a right to appear at the hearing and to file written objections with the Village Council. All written objections to the non-ad valorem assessments must be filed with the Village Council within twenty (20) days of this notice. Any person wishing to appeal any decision of the Village Council with respect to any matter considered will need a record of the proceedings and may wish to ensure that a verbatim record of the proceedings is made.

The Stormwater Service Assessments are proposed to fund the Village's cost to provide Stormwater Management Service in the area shown above. The Stormwater Service Assessments are based upon the estimated amount of stormwater runoff generated by impervious surface on the property. Impervious surfaces include the roof top, patios, driveways, parking lots and similar areas. The Village has determined that the average single-family residence in the Stormwater Service Area includes 3,322 square feet of impervious surface, which is defined as the "equivalent stormwater unit value" or "ESU Value." The annual Stormwater Service Assessment rate for the Fiscal Year 2024-25 and for future fiscal years will be \$32.00 for each Net ESU. The maximum annual Stormwater Service Assessment rate for Fiscal Year 2024-25 and for future fiscal years will be \$62.00 for each Net ESU. The total annual assessment revenue to be collected within the Village of Islamorada for the upcoming Fiscal Year is estimated to be \$206,000.

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

The Stormwater Service Assessments will be collected on the ad valorem tax bill to be mailed in November 2024, as authorized by Section 197.3632, Florida Statutes. Failure to pay the Stormwater Service Assessment will cause a tax certificate to be issued against the assessed property which may result in a loss of title to your property.

If you have any questions, please contact the Village at (305) 664-6446, Monday through Friday between 8:00 a.m. and 5:00 p.m.

VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA

adno=3933255-1

APPENDIX B

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

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

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

I FURTHER CERTIFY that, in accordance with the Uniform Assessment Collection Act, this certificate and the herein described Non-Ad Valorem Assessment Roll will be delivered to the Monroe County Tax Collector by September 15, 2024.

IN WITNESS WHEREOF, I have subscribed this certificate and directed the same to be delivered to the Monroe County Tax Collector and made part of the above described Non-Ad Valorem Assessment Roll this ____ day of _____, 2024.

**ISLAMORADA, VILLAGE OF ISLANDS,
FLORIDA**

By: _____
Joseph B Pinder III, Mayor

[to be delivered to the Monroe County Tax Collector prior to September 15, 2024]

After-Action Report

Update for **August 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 was released on May 29, 2024 as RFP 24-10. 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 August 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 sale is expected to close in August 2024, with Phase I Environmental, a Building Condition Assessment Report, and Title Search having been completed. Although the building has some identified maintenance and repair needs, as reported to council, none are such that they materially impact our interest in purchasing the property as originally proposed. Additionally, an area electric utility easement was identified and needed to be modified such that it runs along the ten feet at the rear of the property under the wires, rather than blanketing the entire property; that update is in progress.

#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.

This project may fall under the Assistant to the Village Manager.

Next Step(s): The Assistant to the Village Manager has begun and may be tasked with this project; we anticipate it coming back up for scheduling consideration following completion of the FY 2024-25 Village Budget.

#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.

November meeting dates were moved to November 17 and 19 an effort to seat the new Council immediately after election results are certified.

Next Step(s): New Council Candidate Orientation will be held on Thursday, November 7 from 5:00 p.m. to 8:00 p.m.

Council Directed Actions and Policies Status Report

Update for **August 7, 2024**, Council Meeting

#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: 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.

Next Step(s): VM is exploring alternatives, including pr

#VM24-05

Sea Oats Beach – Issue with Boaters off the Sunset Beach and Protection of Turtles at that Location

Date of direction: June 11, 2024

Responsible Party: Environmental Resources Manager/Village Manager

Direction: Council Member Gregg asked for staff to look at options for closing nearshore boating access to the beach off Sunset Drive on Lower Matecumbe in an effort to reduce the numbers of boaters just offshore. The boaters are impacting the residents' quality of life and potentially endangering turtles who are nesting or otherwise using the beach.

- Council Member Jolin requested to expand the effort Village-wide and asked for a solution to the ongoing noise issues.

Actions accomplished:

- Peter Frezza has compiled information necessary to brief the council on considerations and potential next steps if they desire to move forward on establishing a new vessel exclusion zone off Sunset Beach Dr.
- Staff presented this information at the July 9th Regular Village Council Meeting.

Next Step(s): Staff are compiling public comments and will be requesting a proposal for a 'feasibility study' from an environmental consultant.

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.
- Daniel Parobok & Rebecca Jetton have provided Planning Director with Draft

Next Step(s): Planning Director reviewing draft. Draft to be sent to Council for Review July 24th. Possible Workshop August 21st.

#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.

Council Directed Actions and Policies Status Report

Update for **August 7, 2024**, Council Meeting

- The attorney for the applicant provided some feedback. Staff is still looking at potential “fixes”
- Staff has proposed a code amendment that would allow tiki huts on docks.

Next Step(s): The code amendment was recommended for approval by the LPA on June 10, 2024. The Code amendment will be before the Village Council for first reading on August 8, 2024.

#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.
- A deeper analysis of vacant parcels has been completed.

Next Step(s): Staff has finalized the vacant parcel analysis for single family residential properties. Staff will continue to look at additional vacant parcels in the context of other Planning discussions.

#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.

#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.
- Council has asked for additional review and recommendations.

Next Step(s): Staff will look to incorporate this as part of the Comprehensive Plan update.

#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:

- Staff had scheduled, advertised and began preparations for a workshop on June 4, 2024.
- Village Manager cancelled the workshop.

Next Step(s): The discussion of ADU's will be incorporated into the Affordable Housing Plan beginning August 1st.

Council Directed Actions and Policies Status Report

Update for **August 7, 2024**, Council Meeting

#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:

- Daniel Parobok is working on a code amendment to accomplish this item.

Next Step(s): **The Council voted not to approve this ordinance on first reading. Item Complete.**

#PL24-05

Full Analysis, including Public Input on Administrative Relief, Early Out Affordable Housing Allocations and BPAS

Date of direction: May 13, 2024

Responsible Party: Planning and Development Services

Direction: The Planning Director should complete a full analysis of administrative relief, early out affordable housing allocations and BPAS including robust public input and provide the analysis back to the Village Council.

Actions accomplished:

- The Planning Director presented a timeline for these items at the June 13th Council Meeting. The Gantt chart as proposed is a living document and dates can be subject to change but we are on track as presented.

Next Step(s): **The 1st BPAS workshop on July 30th. The 2nd BPAS survey will launch August 1st.**

#PL24-06

Research and provide solutions for Affordable Housing Options For Habitat for Humanity

Date of direction: June 13, 2024

Responsible Party: Planning and Development Services

Direction: The Planning Director should research all options available to the Village Council regarding Affordable Housing partnership with habitat for Humanity including with or without Early Out Allocations, on the Machado Lots, Woods Corner or others.

Actions accomplished:

- An email was received after the council meeting from habitat indicating they would likely not be interested in early out allocations or more than 8 units.

Next Step(s): **Staff will still provide the information requested unless directed otherwise.**

#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): Although the workshop was completed, there remains a council expectation that staff will research and advance noise regulation recommendations consistent with perspectives gleaned during the workshop and best practices from other jurisdictions.

[PUBLIC WORKS \(PW\)](#)

#PW23-01

The Fills

Date of direction: ongoing since 2014

Council Directed Actions and Policies Status Report

Update for August 7, 2024, Council Meeting

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. At this juncture, DEP and FDOT are discussing how to configure and manage access points they wish to maintain near the boat ramp that is presently closed.

#PW23-02

Founders Park Baseball Field Improvement Project

Date of direction: August 17, 2023

Responsible Party: Public Works Director

Direction: Following presentation of preliminary proposal for the update to the baseball field at Founders Park on August 17, 2023, Council gave direction to be kept up-to-date and to be afforded the opportunity provide input at each stage of the project. At its meeting on 12/12/2023, the Village Council authorized the Village Attorney to continue working with the attorney for the Monroe County School District (MCSD) to update the Interlocal Agreement between the two parties. Council also directed the Village Manager to communicate with staff from the MCSD and Coral Shores High School to schedule a community meeting to explain the general concept of the improvement project and seek input from the public.

Actions accomplished:

- At the November 9, 2023, RVCM, the Village Attorney reported that he is reviewing a proposed ILA provided by the School Board and has made changes in the interests of the Village. Per Council direction at the December 12, 2023, RVCM, the Village Attorney continues to work on all of the agreements needed between the Village and the MCSD.
- On December 14, 2023, Village staff reached out to Patrick Lefere of the MCSD requesting the best point of contact to coordinate the community meeting and suggesting a meeting in January 2024.
- The Village Attorney confirmed that a final version of the ILA and other related documents will be presented to the Village Council for approval at a future meeting and that no construction will commence until the Village Council has approved the project.
- 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 gave 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.

Council Directed Actions and Policies Status Report

Update for August 7, 2024, Council Meeting

VILLAGE ATTORNEY (VA)

#VA24-2

Legislative Priorities Workshop

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.

The Legislative Agenda Workshop was held on June 11, 2024

Next step(s): The Village Manager will compile data and present a proposed legislative agenda for Council's review. The completed document is awaiting some of our partners to complete their agendas so that we can express support for common interests. While it was good to have our initial conversation, our process is a bit ahead of everyone else's.

#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

COMPLETED

#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.

Grant writing is something we will consider on an as-needed basis. If consultant support is needed, we can engage at that time under professional services expenses. A new staff position for grant writing is not warranted at this time. As such, staff will be removing this item from month-to-month follow-up.