



Islamorada, Village of Islands

REGULAR VILLAGE COUNCIL MEETING

January 7, 2025 - 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 LiDAR Mapping Project - online tool presentation **TAB 1**
- V. **CITIZENS' ADVISORY COMMITTEE REPORTS & APPOINTMENTS**
 - A. Near Shore Water Regulations Citizens' Advisory Committee Report- Diane Harbaugh (Chair) **TAB 2**
- VI. **MAYOR / COUNCIL COMMUNICATIONS**
- VII. **VILLAGE ATTORNEY / VILLAGE MANAGER COMMUNICATIONS**
 - A. Discussion to Schedule Executive Session
 - B. Discussion on the Proposed Sunset Drive Beach Vessel Exclusion Zone and Next Steps **TAB 3**
- VIII. **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.)
- IX. **CONSENT AGENDA**
 - A. December 10, 2024 Regular Village Council Meeting and December 12, 2024 Land Use Village Council Meeting Minutes **TAB 4** (Marne McGrath, Village Clerk)
 - B. Resolution Approving the Purchase of a 2025 Ford Explorer for the Building Department (A.J. Engelmeyer, Public Works Director)
A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING THE PURCHASE OF A 2025 FORD EXPLORER FOR THE VILLAGE BUILDING

DEPARTMENT FROM DUVAL FORD BY PIGGYBACKING THE FLORIDA SHERIFF'S ASSOCIATION CONTRACT NO. FSA 24-VEL-32; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE NECESSARY DOCUMENTS; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; AND PROVIDING FOR AN EFFECTIVE DATE

- C. Approval of Appointments to the Islamorada Youth Council **TAB 6** (Anne Onsgard)

IT IS RECOMMENDED THAT THE VILLAGE COUNCIL, BY MOTION AND VOTE, APPROVE THE APPOINTMENTS TO THE ISLAMORADA YOUTH COUNCIL.

- D. Resolution to Approve Separation Agreement **TAB 7** (John Quick, Interim Village Attorney)

X. RESOLUTIONS

- A. A Resolution Approving the Purchase of two Nutanix Server Blocks and two Cisco Network Switches from SHI International Corp. (SHI) **TAB 8** (Vince Tarves, Systems Engineer)

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING THE PURCHASE OF TWO NUTANIX SERVER BLOCKS AND TWO CISCO NETWORK SWITCHES FROM SHI INTERNATIONAL CORP. FOR CLOUD SERVER UPGRADE, DISASTER RECOVERY, AND BUSINESS CONTINUITY; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE NECESSARY DOCUMENTS; AND PROVIDING FOR AN EFFECTIVE DATE.

- B. Resolution Approving Final Budget Amendment FY23-24 **TAB 9** (Lisa Lynch, Finance Director)

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

- C. Resolution Approving the Ranking of RFP 24-18 Compensation Classification and Job Study **TAB 10** (Jamie Terry, Human Resources Director)

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING THE RANKING OF THE RFP 24-18 EVALUATION COMMITTEE FOR PROFESSIONAL SERVICES FOR A COMPENSATION CLASSIFICATION AND JOB STUDY; AUTHORIZING THE VILLAGE MANAGER AND VILLAGE ATTORNEY TO NEGOTIATE AN AGREEMENT AUTHORIZING EXECUTION OF THE AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE

XI. MOTIONS

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: Peter Frezza, Environmental Resources Manager
Date: January 7, 2025
SUBJECT: Village LiDAR Mapping Project - online tool presentation TAB 1

Background:

The Village has recently completed a detailed roadway elevation mapping project. The Village had a significant interest in determining more accurate elevations for municipal roads to allow for the measurement and evaluation of low-lying areas and to assess areas for capital planning use and other purposes such as sea level rise evaluation. A Village wide mobile light imaging distance and ranging (LiDAR) survey was completed to provide the Village with the most accurate results and improve elevation accuracy for roads. The availability of accurate elevations will enable several other tasks of interest to the Village, including road maintenance; road elevations to prepare for sea level rise; Road drainage analysis, including stormwater project evaluation and stormwater master plan update; Utility infrastructure location inventory; and comparison to flood maps produced by FEMA. A user-friendly online GIS tool has been created which shows the digital elevation model or elevations off all public Village roadways. This will be a brief presentation and demonstration of the online map tool. The online tool can be found at the following link:

<https://amecei.maps.arcgis.com/apps/instant/sidebar/index.html?appid=b8f2c991e6b94cbdb5893111a76774cc&er=-80.9199;24.8414&level=10>

Analysis:

n/a

Budget Impact:

n/a

Staff Impact:

n/a

Recommendation:

n/a

Attachments: None

1. The Sheriff's department updated the committee on the new boat that should be arriving in a couple of months. They intend to sell one of the old boats. They informed us that there is a new marine officer who is trained and actively doing water patrols. They also reported that 8 derelict vessels have recently been removed from big basin and one from little basin.
2. The Florida Keys National Marine Sanctuary has a new acting superintendent. The Sanctuary Blueprint is expected to wrap up in the near future.
3. The committee heard an update on the Tavernier Creek Slow Speed / Minimum Wake extension. The extension proposal is in the permitting process with FWC.
4. The committee discussed boating impacts from access to Papa Joe's, and the prop scars on nearby flats. Lignumvitae State Park is planning to put in nine signs around the flat in question. The committee discussed the possibility of having EPA install bird stakes if these buoys are not enough of a deterrent.
5. The committee discussed the concerns of a resident at the end of Indian Mound Trail, who is asking for signage like that on the markers in Snake and Tavernier creeks. Those signs are on Coast Guard markers which are out of the authority of the village. A possibility may be for the residents to place a post with a sign on land.
6. The committee has received a request from Lignumvitae State Park to make Starks wheel ditch a slow speed minimum wake area. The nearshore water committee has been told in the past this area is not in our authority. After much discussion Dianne will reach out to FWC (who told Lignumvitae to ask the village) and see if we are the regulating body for this area. Once confirmation of that has been received the committee will discuss if further action is warranted.
7. The committee wanted to inform the newly seated council about our past recommendation for Sunset Drive Beach. The majority of the committee voted on July 30th, 2024, to recommend that the Council does not consider a new vessel exclusion zone at Sunset Drive, and instead focuses on alternatives to vessel exclusion zones and a more holistic approach to long term planning and management for all nearshore areas of Islamorada.



Council Communication

To: Mayor and Village Council
From: John Quick, Interim Village Attorney
Date: January 7, 2025
SUBJECT: Discussion to Schedule Executive Session

Background:

Analysis:

Budget Impact:

Staff Impact:

Recommendation:

Attachments: None



Council Communication

To: Mayor and Village Council
From: Peter Frezza, Environmental Resources Manager
Date: January 7, 2025
SUBJECT: Discussion on the Proposed Sunset Drive Beach Vessel Exclusion Zone and Next Steps TAB 3

Background:

At the regularly scheduled Village Council meeting on June 11, 2024, the Village Council first discussed the emerging issue of a new "party boat" raft up area off the Sunset Drive beach on Lower Matecumbe and potential disturbances to residents. The Village Council requested staff place this item on the July 2024 agenda for further discussion and raise the idea of a potential new vessel exclusion zone/swim area. Staff made a brief presentation at the July 9, 2024 Village Council meeting on the subject, discussing items to consider and next steps if the Council wanted to further investigate establishing a new vessel exclusion / swim area in this location. The Council also received public comments, both for and against the establishment of the new zone. The Council gave direction to staff to investigate a feasibility study which would outline the design and permitting requirements and cost of the establishment of the new vessel exclusion zone through the delineation of an offshore buoy system. A proposal was requested and received from Village consultant WSP for the feasibility study, attached hereto, which also includes design and permitting services. A brief update will be given, and staff will seek direction from the Council on how to proceed.

Analysis:

n/a

Budget Impact:

n/a

Staff Impact:

n/a

Recommendation:

n/a

Attachments: 1. WSP Proposal for Vessel Exclusion Area - Sea Oats Beach 2024-9-10



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

wsp.com

September 10, 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 Buoy Permit Assistance for Vessel Exclusion Area at Sea Oats Beach
Lower Matecumbe Key
WSP Opportunity No. 2024US300045

Dear Mr. Frezza:

WSP USA Environment & Infrastructure Inc. (WSP) is pleased to provide this proposal for professional services related to the assistance to obtain a buoy permit for Vessel Exclusion Area at Sea Oats Beach on Lower Matecumbe Key, Village of Islamorada.

BACKGROUND AND NEED SECTION

At the regularly scheduled Village Council meeting of Islamorada on June 11, 2024, the Village Council discussed the emerging issue of a new "party boat" raft up area off the Sunset Drive beach on Lower Matecumbe and potential disturbances to residents. The Village Council requested that staff place this item on the July 9, 2024, agenda for further discussion and raise the idea of a potential new vessel exclusion zone/swim area. Village staff did make a presentation on the subject at this meeting which included items to consider and steps for a path forward if the Council wished to further investigate establishing a new vessel exclusion/swim area in this location. The Council also received public comment, mostly in favor of establishing a new zone. The Council gave direction to staff to investigate a feasibility study which would outline the design and permitting requirements and cost of the establishment of the new vessel exclusion zone through the delineation of an offshore buoy system



Figure 1

Scope of Services

Task 1 : Data Collection and Processing

WSP will go to the site to assess existing environmental resources present. A benthic survey will be performed to define regulated resources and calculate any anticipated impacts of the project. Refer to **Figure 1** for the proposed survey and assessment boundaries

WSP USA will conduct one bathymetric and topographic survey for the sovereign submerged lease area for the swim zone buoys. The bathymetric surveys will be carried out utilizing a survey- grade GPS unit operating in Real Time Kinematic (RTK) mode mounted atop an adjustable height rod. The topographic data will be acquired using traditional survey methodologies for the upland private property boundaries and any other significant structure(s) within the project boundary. Topographic and bathymetric maps will be prepared for the sovereign submerged lease. The survey and subsequent work will be relative to the North American Datum of 1983/2011 Adjustment (NAD83/11) and the North American Vertical Datum of 1988 (NAVD88) based on nearby National Geodetic Survey (NOS) and/or Florida Department of Transportation (FDOT) horizontal and vertical geodetic control monuments. Surveying and mapping services associated with this assignment will conform with the applicable requirements of the Department's Bureau of Survey and Mapping, and applicable sections of Florida Administrative Rule Chapter 5J-17, Standards of Practice, pursuant to Chapter 472, Florida Statutes.

Deliverable(s): A biological report summarizing the survey findings in PDF format to be delivered to the Village project manager. Signed and Sealed topographic and bathymetric maps will be prepared for the permit application and sovereign submerged lease.

Task 2 : Design and Permitting Services

WSP will work with the Village to lay out the buoy and provide design details to obtain regulatory permits including the request for verification of exemptions from the FDEP and Army Corp of Engineers ("ACOE"), private aids to navigation application from U.S. Coast Guard, and Florida Uniform Waterway Marker (FUWM) application from FWC required for installation of the waterway markers and signage for the delineated areas.'

Deliverable(s): WSP will create design details and permitting packages for submittal to regulatory agencies. WSP will respond to requests for information regarding the permit applications up to two times per application.

Exclusions

This proposal does not include WSP's assistance with pre-construction activities outside of those described within. Should the Village request additional services including, but not limited to, public outreach meetings, addressing public comments, or changes to the scope of work, WSP will submit an additional services request to amend this agreement for the Village's review and approval.

Proposed Fee

Fees for the services described above will be charged on a lump sum 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 **\$52,492.00**.

TASKS	TASK FIXED PRICE COST
Task 1: Data Collection and Processing	\$30,752.00
Task 2: Design and Permitting Services	\$21,740.00
Total Proposed Fee:	\$52,492.00

This proposal is good for 60 days or the contract end date whichever is sooner. The terms and conditions of the Non-Exclusive Continuing Services Agreement between Islamorada, Village of Islands, and WSP USA Environment & Infrastructure 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

GC/sg



Islamorada, Village of Islands **REGULAR VILLAGE COUNCIL MEETING**

December 10, 2024 - 5:30 PM
Founders Park Community Center
87000 Overseas Highway
Islamorada, FL 33036

MINUTES

I. CALL TO ORDER / ROLL CALL

Mayor Sharon Mahoney called the meeting to order at 05:32 PM

PRESENT: Mayor Sharon Mahoney, Vice Mayor Don Horton, Council Member Steve Friedman, Council Member Deb Gillis, Council Member Joseph B. Pinder III

ABSENT:

II. PLEDGE OF ALLEGIANCE

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

III. AGENDA: Requests for Deletion / Emergency Additions

Council Member Deb Gillis added a discussion item about sewers.

Interim Village Attorney John Quick added the announcement of an executive session during Village Manager/Village Attorney Communications.

Mayor Sharon Mahoney thanked Chamber of Commerce Director Judy Hull for a phenomenal job on the Winter Festival and announced that the Fire Department was collecting unwrapped gifts at the Fire Stations. She further noted that gifts would also be accepted during parade on Sunday, December 15.

Mayor Mahoney then introduced State Rep. Lauren Melo and June Smith. Rep. Melo noted she had requested appropriations of \$300,000 each for four Keys communities and that, according to the Governor's office the Islamorada appropriation was vetoed at the local level. She indicated that she would run the appropriation again in 2025.

The Council expressed concern that there was unanimous support by the Council and that their directive was vetoed locally.

June Smith, who lost her daughter in a Keys boating accident, noted that they called 911, but it was outside business hours and no emergency services were available until they got to land. Ms. Smith noted it scared her in a boating community such as Islamorada there's no one on the water to help in a similar situation.

IV. REPORTS, PRESENTATIONS AND ANNOUNCEMENTS

- A.** Freebee Update from Richard Clark, Monroe County Transit Director
Monroe County Transit Director Richard Clark noted that Monroe County was running an on-demand ride service, similar to Islamorada's. He indicated that the BOCC wanted him to work directly with the Village Manager and then seek approval at the Council level. There will be a formal vote at BOCC, then to the Village for approval of agreement. Mr. Clark noted the County was looking at an Islamorada, Marathon and Key West walk-on ferry as well as expanding bus routes.

The Council unanimously agreed to move forward.

- B.** Request for Guidance on Village Council Mediation Participants (for both Gregg and Barley Mediations) **TAB 1**
Interim Village Attorney John Quick asked for an executive session for the Yates case on either January 7 or 9.

It was noted that a collective bargaining session had already been scheduled at 3:30pm on January 7.

Mr. Quick stated that upcoming meditations for the Gregg land use case and the Barley case required an elected official to participate. It was noted that they wouldn't be able to make any decisions in a mediation due to sunshine laws.

Mr. Quick noted that one Council Member should attend each mediation with the Village Manager.

Council Member Pinder agreed to participate in the Gregg mediation and Vice Mayor Horton indicated he would serve for the Barley mediation.

V. CITIZENS' ADVISORY COMMITTEE REPORTS & APPOINTMENTS

- A.** Land Acquisition Advisory Committee Report by Chair Greg Dully **TAB 2**
Chair Greg Dully reported on the activities of the Land Acquisition Advisory Committee and read a letter of support from the Committee for the Land Acquisition Action Plan. Mr. Dully further stated a list of potential names for the recently acquired Glynn property. Of the names for consideration, Council preferred either Glynn Family Preserve or Glynn preserve.

Interim Village Attorney John Quick noted that per the agreement the naming must include "Glynn Family."

ACTION: Motion to Approve the naming of the "Glynn Family Preserve" item V.A. by Don Horton second by Deb Gillis;
Motion Passed with a 5:0 vote

AYES: Sharon Mahoney, Joseph B. Pinder III, Don Horton, Steve Friedman, Deb Gillis

NAYS: None

ABSTAIN: None

B. Discussion of Committee Appointments TAB 3

Village Clerk Marne McGrath introduced the discussion, noting that in 2023 the ordinance pertaining to committee appointments was changed. There was a need to stagger the terms, and it was suggested that all appointments be considered at the May meeting, which corresponds with the timing for LPA appointments. Clerk McGrath also noted that each committee should have a Council Liaison. The Council asked for a listing of all committees with vacancies.

Appointments of Council Members to external organizations were made.

Mayor Sharon Mahoney was appointed to the Florida Keys Transportation Coordinating Committee.

Council Member Steve Friedman was appointed to the Florida Keys National Marine Sanctuary Advisory Council and the Florida Keys National Marine Sanctuary Water Quality Protection Program.

Vice Mayor Don Horton was appointed to the International Council for Local Environmental Initiatives.

ACTION: Motion to Approve Council Liaison Appointments as stated item V.B. by Joseph B. Pinder III second by Steve Friedman;
Motion Passed with a 5:0 vote

AYES: Sharon Mahoney, Joseph B. Pinder III, Don Horton, Steve Friedman, Deb Gillis

NAYS: None

ABSTAIN: None

VI. MAYOR / COUNCIL COMMUNICATIONS

Mayor Sharon Mahoney asked staff to provide information about the regulation of food trucks. Interim Village Attorney John Quick indicated that there are some state regulations, but that overall they were treated the same as restaurants.

Council Member Deb Gillis noted the recent sewer line breaks and asked to sit in on any meetings concerning wastewater negotiations. Village Manager Rob Cole stated that they had tried to focus in on a smallest number of people involved to keep it on pace and that engineers were working on the problem. He further noted that he would check on the situation with DPW Director A.J. Engelmeyer and report back to the Council. He noted if the Council felt we weren't making progress, we could revisit the idea.

VII. VILLAGE ATTORNEY / VILLAGE MANAGER COMMUNICATIONS

There were none.

VIII. 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 Sharon Mahoney opened public comment.

Speakers included:

Ty Harris
Van Cadenhead
Roland Moore
Rev. Bruce Haven
Taimary Ruiz, Taco Jalisco
Joe Wischmeier
Alina Davis
Tom Raffanello, President of Islamorada Community Alliance

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

IX. CONSENT AGENDA

Mayor Sharon Mahoney opened public comment.

Speakers included:
Joe Wischmeier

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

ACTION: Motion to Approve item IX. by Deb Gillis second by Joseph B. Pinder III;
Motion Passed with a 5:0 vote
AYES: Sharon Mahoney, Joseph B. Pinder III, Don Horton, Steve Friedman, Deb Gillis
NAYS: None
ABSTAIN: None

A. Approval of November 19, 2024 Regular Meeting Minutes **TAB 4**
(Marne McGrath, Village Clerk)

B. Resolution Renewing an Agreement with RES Florida Consulting, LLC, for Continued Water Quality and Benthic Vegetation Monitoring in Village Canals **TAB 5** (Peter Frezza, Environmental Resources Manager)

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING A RENEWAL OF THE AGREEMENT BETWEEN ISLAMORADA, VILLAGE OF ISLANDS AND RES FLORIDA CONSULTING, LLC FOR WATER QUALITY AND BENTHIC VEGETATION MONITORING IN VILLAGE CANALS; 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 RENEWAL; AND PROVIDING FOR AN EFFECTIVE DATE

C. Resolution the Final Rankings and Recommendations of the RFP 24-17 Evaluation Committee for Selection of a Contractor for the

Pickleball Courts and Basketball Court Resurfacing Project **TAB 6**
(Maria Bagiotti, Founders Park Director)

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING THE FINAL RANKINGS AND RECOMMENDATIONS OF THE RFP 24-17 EVALUATION COMMITTEE FOR SELECTION OF A CONTRACTOR FOR THE PICKLEBALL COURTS AND BASKETBALL COURT RESURFACING PROJECT; AUTHORIZING THE VILLAGE MANAGER AND VILLAGE ATTORNEY TO NEGOTIATE AN AGREEMENT FOR THE REQUESTED SERVICES; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE AGREEMENT; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; AND PROVIDING AN EFFECTIVE DATE

- D. Resolution Approving Lifescan, Inc., Expenditure Greater than \$25,000.00 **TAB 7** (Terry Abel, Fire Chief)

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING FISCAL YEAR 2024-2025 PURCHASE FROM LIFE SCAN WELLNESS CENTERS, TO PROVIDE ANNUAL PHYSICALS FOR TO THE FIRE RESCUE DEPARTMENT; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING A WAIVER OF COMPETITIVE BIDDING; AND PROVIDING FOR AN EFFECTIVE DATE

- E. Resolution Approving Purchase of New Radios **TAB 8** (Terry Abel, Fire Chief)

RESOLUTION APPROVING PURCHASE OF SIX (6) MOTOROLA APX RADIOS UTILIZING STATE OF FLORIDA STATE BID PRICING FOR FIRE RESCUE SERVICES

X. **RESOLUTIONS**

- A. Resolution Approving and Adoption of the Village's Land Acquisition Action Plan **TAB 9** (Peter Frezza, Environmental Resources Manager)

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING AND ADOPTING THE VILLAGE'S LAND ACQUISITION ACTION PLAN; AND PROVIDING FOR AN EFFECTIVE DATE.

Pete Frezza noted the Village's Comp Plan required a Land Acquisition Action Plan, and one was developed in conjunction with the Land Acquisition Advisory Committee and consultant Rebecca Jetton. The Monroe County Land Authority has our list to keep an eye on whether any of our desired properties come up for sale. It was noted that the Action Plan included a list of properties to add to the Florida Forever program.

Council expressed concerns about potential new taxes as a result of adopting the plan.

ACTION: Motion to Approve with addition of language in 5th whereas section to include village stakeholders item X.A. by Don Horton second by Deb Gillis;

Motion Passed with a 5:0 vote

AYES: Sharon Mahoney, Joseph B. Pinder III, Don Horton, Steve Friedman, Deb Gillis

NAYS: None

ABSTAIN: None

- B.** Resolution Considering Guidance to Monroe County Board of County Commissioners Regarding any Future BPAS Allocations **TAB 10**
(Jennifer DeBoisbriand , Planning Director)

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, PROVIDING A RECOMMENDATION TO THE MONROE COUNTY BOARD OF COUNTY COMMISSIONERS REGARDING THE NUMBER OF ADDITIONAL RESIDENTIAL BUILDING PERMIT ALLOCATIONS THE VILLAGE WOULD LIKE TO RECEIVE IN POTENTIAL FUTURE ALLOCATIONS; REPEALING RESOLUTION NO. 24-10-122; PROVIDING FOR TRANSMITTAL OF THIS RESOLUTION TO CERTAIN PEOPLE WITH THE COUNTY

Planning Director Jennifer DeBoisbriand noted that if the Council wishes to make a different recommendation than the 104.75 allocations voted by the previous council, it must be done tonight as the County needed the Village's recommendation by December 11, 2024.

Mayor Sharon Mahoney opened public comment.

Speakers included:

Van Cadenhead

Rick Barrato, on behalf of Tavernier Community Coalition and Florida Keys ROGO Coalition

Capt. Ed Davidson, on behalf of Florida Keys Citizens Coalition

Tom Raffanello

Joe Wischmeier

Joan Follmer

Sue Miller, on behalf of Islamorada Community Alliance

Harold Dalton

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

Vice Mayor Don Horton expressed concerns about taxes, property rights, and takings and recommended asking for additional permits.

Council Member Steve Freidman expressed concerns about overdevelopment

and the environment, and noted his displeasure at the effort to overthrow the past council's decision. He contended that 104.75 permits was enough and rejected this attempt to more than double that amount.

Council Member Deb Gillis said for her, it was about protecting our resources and our residents from unforeseen taxes due to takings claims. She thought the Village should request more permits, but was flexible on the number being 250.

Council Member Joseph B. Pinder III said he favored smart growth and that the Village should ask for, and accept, up to 250 additional permits.

Mayor Sharon Mahoney noted she had spoken to some connections in Tallahassee. She was told there were only 220 permits being granted to the entire County and there wouldn't be more without a plan for them.

Planning Director Jennifer DeBoisbriand noted the County took the lead and at their commission meeting this month, and they would figure our request into their request to the state.

Council Member Joseph B. Pinder III asked Planning Director Jennifer DeBoisbriand for her recommendation. She noted that if the Council couldn't decide, then we could go with the 104.75 the previous council approved, but noted her professional recommendation is 250.

After robust discussion, the Council decided that 200 permits would be sufficient. Planning Director DeBoisbriand noted the Council should take the .75 of a permit into consideration and requested they move to request 199.25.

ACTION: Motion to Approve the request for an additional 199.25 BPAS permits item X.B. by Don Horton second by Deb Gillis;
Motion Passed with a 3:2 vote
AYES: Joseph B. Pinder III, Don Horton, Deb Gillis
NAYS: Sharon Mahoney, Steve Friedman
ABSTAIN: None

XI. MOTIONS

- A.** Approval of 2025 Regular and Land Use Council Meetings
Calendar **TAB 11** (Marne McGrath, Village Clerk)

Approve the 2025 Council Meeting Calendar

Council requested additional time to decide on some alternate dates and moved the item to be considered first thing at the Thursday, December 12 meeting.

XII. ADJOURNMENT

Vice Mayor Don Horton moved to adjourn the meeting at 8:55 p.m.



Islamorada, Village of Islands **LAND USE VILLAGE COUNCIL MEETING**

December 12, 2024 - 5:30 PM
Founders Park Community Center
87000 Overseas Highway
Islamorada, FL 33036

MINUTES

I. CALL TO ORDER / ROLL CALL

Mayor Sharon Mahoney called the meeting to order at 05:32 PM

PRESENT: Vice Mayor Sharon Mahoney, Mayor Joseph B. Pinder III, Council Member Don Horton, Council Member Steve Friedman, Council Member Deb Gillis,

ABSENT:

II. PLEDGE OF ALLEGIANCE

Village Clerk Marne McGrath led the Pledge of Allegiance.

III. AGENDA: Requests for Deletion / Emergency Additions

Vice Mayor Don Horton asked for an update on the TDR ordinance.

Council Member Steve Friedman added a request for an extended public comment period.

Mayor Sharon Mahoney added a discussion concerning parking at Angler's Reef.

IV. MAYOR / COUNCIL COMMUNICATIONS

Vice Mayor Don Horton asked for an update on the TDR ordinance. Planning Director Jennifer DeBoisbriand noted it was targeted to go to the LPA in February and then to Council in March.

Council Member Steve Friedman requested longer than three minutes for public comment during quasi-judicial testimony and to hold Council Members to a shorter time to speak.

Mayor Sharon Mahoney noted that homeowners at Angler's Reef were concerned about parking at the community and Scott Ofstein, Angler's Reef HOA President, noted there are not enough parking spaces near the community and that residents were amendable to paying a monthly fee if necessary. Mayor Mahoney requested that Village Manager Rob Cole and Planning Director Jennifer DeBoisbriand research options.

V. VILLAGE ATTORNEY / VILLAGE MANAGER COMMUNICATIONS

A. Discussion/Request for Guidance Regarding the Administrative Relief Moratorium **TAB A**

Planning Director Jennifer DeBoisbriand requested guidance for the Administrative Relief Moratorium implemented by the last Council. She reported that the Department of Commerce indicated they were leaning towards denying it due to non-compliance with our Comp Plan. She was asking for Council's opinion, noting there were three options: render it as is; withdraw it; or amend it.

The consensus of Council was to leave it be.

VI. PUBLIC COMMENT

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

Mayor Sharon Mahoney opened public comment.

Speakers included:

Ty Harris

Van Cadenhead

Joe Wischmeier

Sue Miller on behalf of the Islamorada Community Alliance

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

VII. MOTIONS

A. Approval of the 2025 Council Meeting Calendar (Marne McGrath, Village Clerk)

Mayor Sharon Mahoney opened the item with public comment.

Joe Wischmeier

Van Cadenhead

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

Due to the conflict with Florida Keys Day on March 13, the March meetings were moved to March 18 and 20.

Due to the conflict with the Florida League of Cities on August 14 - 16, the August meetings were moved to August 5 and 7.

Due to the conflict with Veterans Day, the November 11 meeting was moved to November 10. The November 13 meeting was not moved.

Council Member Steve Freidman noted he had a conflict with the July 8 and 10 meetings, the July meetings were moved to July 15 and 17.

ACTION: Motion to Approve the meeting calendar as amended item VII.A. by Deb Gillis second by Steve Friedman;

Motion Passed with a 5:0 vote

AYES: Sharon Mahoney, Joseph B. Pinder III, Don Horton, Steve Friedman, Deb Gillis

NAYS: None

ABSTAIN: None

VIII. ORDINANCES

- A.** Extending the Moratorium on Building Permit Allocations (BPAS) **TAB B** (John Quick, Interim Village Attorney)
AN ORDINANCE OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, EXTENDING THE TEMPORARY MORATORIUM ESTABLISHED PURSUANT TO ORDINANCE NO. 23-10 RELATING TO THE ACCEPTANCE OF NEW MARKET RATE RESIDENTIAL BUILDING PERMIT ALLOCATION SYSTEM (BPAS) APPLICATIONS (WITH OR WITHOUT LAND DEDICATIONS); 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 this was the first reading of an ordinance to extend the moratorium for accepting any new market rate BPAS applications. He indicated it would be one year in February, as the moratorium was originally 6 months and extended 6 more months. This would be the second extension.

Mayor Sharon Mahoney opened public comment.

Speakers included:

Van Cadenhead

Joe Wischmeier

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

Council was in consensus to extend the moratorium.

ACTION: Motion to Approve item VIII.A. by Don Horton second by Deb Gillis;

Motion Passed with a 5:0 vote

AYES: Sharon Mahoney, Joseph B. Pinder III, Don Horton, Steve Friedman, Deb Gillis

NAYS: None

ABSTAIN: None

IX. QUASI-JUDICIAL

- A.** Administrative Relief - 33 Flamingo Hammock Rd **TAB C** (Jennifer DeBoisbriand , Planning Director)

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, CONSIDERING THE REQUEST BY ISLAND CONSTRUCTION MANAGEMENT INC FOR ADMINISTRATIVE RELIEF FROM THE VILLAGE BUILDING PERMIT ALLOCATION SYSTEM (BPAS) FOR PROPERTY LOCATED AT 33 FLAMINGO HAMMOCK RD, UPPER MATECUMBE, AS LEGALLY DESCRIBED IN EXHIBIT “A”; PROVIDING FOR TRANSMITTAL TO THE DEPARTMENT OF COMMERCE; AND PROVIDING FOR AN EFFECTIVE DATE

Council was asked to disclose any ex parte communications:

Council Member Deb Gillis noted she had a conversation with Ty Harris
Council Member Joseph B. Pinder III said he briefly spoke with Ty Harris
Council Member Steve Freidman and Mayor Sharon Mahoney had none
Vice Mayor Don Horton recused himself from voting

Planning Director Jennifer DeBoisbriand stated Ty Harris was representing the applicant, noting they had applied for administrative relief. The application was entered on October 24, 2019, and had been considered in four application periods. They were ranked 20th on the BPAS list, therefore the applicant was eligible to apply, which they did in January 2024.

Director DeBoisbriand summarized the remedies offered under Code Section 30-477(f):

At the conclusion of the public hearing, the Village Council may take any or a combination of the following actions:

- (1) Grant the applicant an allocation award for all or part of the allocation requested in the next succeeding allocation period or extended pro rata over several succeeding allocation periods.
- (2) Offer to purchase the property at its fair market value.
- (3) Suggest such other relief as may be necessary and appropriate

Ty Harris representing the Jones family asked to incorporate the testimony from the May meeting into the record, when the item was discussed but continued to the December meeting. He noted his clients didn't want to sell, and they would like an allocation.

ACTION: Motion to Approve an allocation of admin relief item IX.A. by Deb Gillis second by Joseph B. Pinder III;

Motion Passed with a 4:0 vote

AYES: Sharon Mahoney, Joseph B. Pinder III, Steve Friedman, Deb Gillis

NAYS: None

ABSTAIN: Don Horton

- B.** Ordinance Amendment Considering the Request of HVS82 Investments LLC to Amend the Future Land Use Map of Parcel 00415840-000000 -**Second Reading TAB D**
(Jennifer DeBoisbriand , Planning Director)

AN ORDINANCE OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, CONSIDERING THE REQUEST OF SHARON MAHONEY ON BEHALF OF HVS82 INVESTMENTS LLC, TO AMEND THE VILLAGE'S FUTURE LAND USE MAP FROM RESIDENTIAL CONSERVATION (RC) TO MIXED USE (MU) FOR THE SUBJECT PROPERTY, LOCATED ON PLANTATION KEY, WITH REAL ESTATE NUMBER 00415840-000000, AS LEGALLY DESCRIBED HEREIN; PROVIDING FOR THE TRANSMITTAL OF THIS ORDINANCE TO THE STATE DEPARTMENT OF COMMERCE; AND PROVIDING FOR AN EFFECTIVE DATE UPON THE APPROVAL OF THIS ORDINANCE BY THE STATE DEPARTMENT OF COMMERCE.

Mayor Sharon Mahoney passed the gavel to Vice Mayor Horton and recused herself.

Interim Village Attorney John Quick noted the next two items were companion items, and that there can't be one without the other. He noted they would be discussed together and voted on separately.

Council was asked to disclose any ex parte communications:

Council Member Steve Freidman, Council Member Joseph B. Pinder III, and Vice Mayor Don Horton had none.

Council Member Deb Gillis noted she had conversation with the applicant about the property and heard these items when she was on LPA

Planning Director Jennifer DeBoisbriand noted these were ordinances for second reading. She indicated that Florida Commerce did not object or comment.

Vice Mayor Don Horton opened public comment.

Speakers included:

In Support:

Van Cadenhead
Joe Wischmeier
Ty Harris

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

ACTION:	Motion to Approve including without the condition (conservation) item IX.B. by Joseph B. Pinder III second by Deb Gillis; Motion Passed with a 4:0 vote
AYES:	Joseph B. Pinder III, Don Horton, Steve Friedman, Deb Gillis
NAYS:	None
ABSTAIN:	Sharon Mahoney

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

AN ORDINANCE OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, CONSIDERING THE REQUEST OF SHARON MAHONEY ON BEHALF OF HVS82 INVESTMENTS LLC, TO AMEND THE OFFICIAL ZONING MAP FROM NATIVE RESIDENTIAL (NR) TO HIGHWAY COMMERCIAL (HC) FOR THE SUBJECT PROPERTY, LOCATED ON PLANTATION KEY, WITH REAL ESTATE NUMBER 00415840-000000, AS LEGALLY DESCRIBED HEREIN; PROVIDING FOR THE TRANSMITTAL OF THIS ORDINANCE TO THE STATE DEPARTMENT OF COMMERCE; AND PROVIDING FOR AN EFFECTIVE DATE UPON THE APPROVAL OF THIS ORDINANCE BY THE STATE DEPARTMENT OF COMMERCE.

ACTION: Motion to Approve item IX.C. by Deb Gillis second by Joseph B. Pinder III;
Motion Passed with a 4:0 vote
AYES: Joseph B. Pinder III, Don Horton, Steve Friedman, Deb Gillis
NAYS: None
ABSTAIN: Sharon Mahoney

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

AN ORDINANCE OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, CONSIDERING THE REQUEST OF WINDLEY COVE, LLC, TO AMEND THE VILLAGE'S FUTURE LAND USE MAP FROM RESIDENTIAL MEDIUM (RM) TO MIXED USE (MU) FOR THE SUBJECT PROPERTY, LOCATED ON WINDLEY KEY, WITH REAL ESTATE NUMBER 00405350-000000, AS LEGALLY DESCRIBED HEREIN AND TO ALLOW THE PARCEL TO BE INCLUDED IN POLICY 1-2.11.4:WINDLEY KEY MIXED USE AREA 2; PROVIDING FOR THE TRANSMITTAL OF THIS ORDINANCE TO THE STATE DEPARTMENT OF COMMERCE; AND PROVIDING FOR AN EFFECTIVE DATE UPON THE APPROVAL OF THIS ORDINANCE BY THE STATE DEPARTMENT OF COMMERCE.

Interim Village Attorney John Quick noted that Tabs D - G were being considered together but would be voted on individually.

Council was asked to disclose any ex parte communications:

Council Member Deb Gillis noted she spoke to the applicant when it was before LPA, of which she was a member.

Mayor Sharon Mahoney, Council Member Steve Freidman, and Council Member Joseph B. Pinder III had none.

Vice Mayor Don Horton recused himself.

Planning Director Jennifer DeBoisbriand noted the request was to change the FLUM to mixed use and zoning map to highway commercial. The applicant wanted to request the change to create vacation rentals which cannot be done in the residential zoning area. The applicant proposed the use as single family homes so they would be unable to be used for other commercial uses.

Mayor Mahoney opened testimony.

There were no speakers in favor of the items.

Speakers opposed:

Van Cadenhead

Joe Wischmeier

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

ACTION: Motion to Approve for the FLUM change item IX.D. by Deb Gillis second by Steve Friedman;

Motion Passed with a 4:0 vote

AYES: Sharon Mahoney, Joseph B. Pinder III, Steve Friedman, Deb Gillis

NAYS: None

ABSTAIN: Don Horton

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

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

ACTION: Motion to Approve item IX.E. by Deb Gillis second by Steve Friedman;

Motion Passed with a 4:0 vote

AYES: Sharon Mahoney, Joseph B. Pinder III, Steve Friedman, Deb Gillis

NAYS: None

ABSTAIN: Don Horton

- F. Ordinance Amendment Considering the Request of Windley Isles, LLC to Amend the Future Land Use Map of Parcel 00405360-000000 - **First Reading TAB H** (Jennifer DeBoisbriand , Planning Director)
AN ORDINANCE OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, CONSIDERING THE REQUEST OF WINDLEY ISLES, LLC, TO AMEND THE VILLAGE'S FUTURE LAND USE MAP FROM RESIDENTIAL MEDIUM (RM) TO MIXED USE (MU) FOR THE SUBJECT PROPERTY, LOCATED ON WINDLEY KEY, WITH REAL ESTATE NUMBER 00405360-000000, AS LEGALLY DESCRIBED HEREIN AND TO ALLOW THE PARCEL TO BE INCLUDED IN POLICY 1-2.11.4:WINDLEY KEY MIXED USE AREA 2; PROVIDING FOR THE TRANSMITTAL OF THIS ORDINANCE TO THE STATE DEPARTMENT OF COMMERCE; AND PROVIDING FOR AN EFFECTIVE DATE UPON THE APPROVAL OF THIS ORDINANCE BY THE STATE DEPARTMENT OF COMMERCE.
- ACTION:** Motion to Approve item IX.F. by Deb Gillis second by Steve Friedman;
Motion Passed with a 4:0 vote
- AYES:** Sharon Mahoney, Joseph B. Pinder III, Steve Friedman, Deb Gillis
- NAYS:** None
- ABSTAIN:** Don Horton
- G. Ordinance Amendment Considering the Request of Windley Isles, LLC to Amend the Zoning Map of Parcel 00405360-000000 - **First Reading TAB I** (Jennifer DeBoisbriand , Planning Director)
AN ORDINANCE OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, CONSIDERING THE REQUEST OF WINDLEY ISLES, LLC, TO AMEND THE OFFICIAL ZONING MAP FROM RESIDENTIAL SINGLE FAMILY (R-1) TO HIGHWAY COMMERCIAL (HC) FOR THE SUBJECT PROPERTY, LOCATED ON WINDLEY KEY, WITH REAL ESTATE NUMBER 00405360-000000, AS LEGALLY DESCRIBED HEREIN; PROVIDING FOR THE TRANSMITTAL OF THIS ORDINANCE TO THE STATE DEPARTMENT OF COMMERCE; AND PROVIDING FOR AN EFFECTIVE DATE UPON THE APPROVAL OF THIS ORDINANCE BY THE STATE DEPARTMENT OF COMMERCE.
- ACTION:** Motion to Approve item IX.G. by Deb Gillis second by Steve Friedman;
Motion Passed with a 4:0 vote
- AYES:** Sharon Mahoney, Joseph B. Pinder III, Steve Friedman, Deb Gillis
- NAYS:** None
- ABSTAIN:** Don Horton
- H. Ordinance Amendment to the Zoning Map for Parcel Numbers 00437590-000000, 00437610-000000 and 00437640-000000 - **First Reading TAB J** (Jennifer DeBoisbriand , Planning Director)

AN ORDINANCE OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, CONSIDERING THE REQUEST OF LAH CREEKSIDE LLC, TO AMEND THE OFFICIAL ZONING MAP FROM VILLAGE CENTER (VC) TO NEIGHBORHOOD COMMERCIAL (NC) FOR THE SUBJECT PROPERTY, LOCATED ON PLANTATION KEY, WITH REAL ESTATE NUMBERS 00437590-000000, 00437610-000000 AND 00437640-000000, AS LEGALLY DESCRIBED HEREIN; PROVIDING FOR THE TRANSMITTAL OF THIS ORDINANCE TO THE STATE DEPARTMENT OF COMMERCE; AND PROVIDING FOR AN EFFECTIVE DATE UPON THE APPROVAL OF THIS ORDINANCE BY THE STATE DEPARTMENT OF COMMERCE.

Interim Village Attorney John Quick noted the next three tabs would be considered together and voted on separately.

Council was asked to disclose any ex parte communications:

Council Member Deb Gillis noted she sat on LPA when they heard the map amendment

Vice Mayor Don Horton indicated he had spoken with Bart Smith

Council Member Joseph B. Pinder III indicated he had spoken with Bart Smith

Mayor Sharon Mahoney and Council Member Steve Freidman had none

Planning Director Jennifer DeBoisbriand noted the request was to take the Creekside hotel units and move them to the Islander, then redevelop the Creekside for employees of the Islander. The Major Conditional Use moves Creekside to Islander. It was noted there were no letters of objection as of the Council communication. The MCU meets all requirements of the site plan approval and a traffic study was done and reviewed by third-party engineer. The TDR transfer was from Creekside to Islander Resort. It was noted that both were compatible and met the requirements of TDR.

Bart Smith, representing the applicant, noted this was the first reading for additional development at the Islander and redeveloping Creekside as affordable housing. Mr. Smith indicated the transfer of 50 units to the Islander and building 15 units at the Creekside as each unit needs 500 sq ft. He reiterated that the development was intended as employee housing. He did note that some of the units may be rented to employed Monroe County residents if there weren't enough Islander employees interested.

Mayor Sharon Mahoney opened public comment

Elizabeth Jolin

Van Cadenhead

Joe Wischmeier

Frank Ortiz

Sue Miller representing Islamorada Community Alliance

Bart Smith noted that 50% of the affordable units will be managers and married couples. He noted they must provide proof that we meet the conditions of the code and that the parts that have been identified have been addressed.

Mayor Mahoney reopened public comment for an additional two minutes.

Speakers included:

Frank Ortiz

Joe Wischmeier

Elizabeth Jolin

Sue Miller

Bart Smith waived a second rebuttal.

Discussion ensued regarding whether the plan benefitted the community.

Interim Village Attorney John Quick noted the Council must base their decision on the confidence of substantial evidence and whether they've met the requirements of the code. It was agreed that they had.

ACTION: Motion to Approve item IX.H. by Deb Gillis second by Don Horton;
Motion Passed with a 3:2 vote

AYES: Joseph B. Pinder III, Don Horton, Deb Gillis

NAYS: Sharon Mahoney, Steve Friedman

ABSTAIN: None

- I. Amendment to Major Conditional Use - Islander Resort **TAB K**
(Jennifer DeBoisbriand , Planning Director)

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, CONSIDERING THE REQUEST OF LAH ISLANDER LLC FOR AN AMENDMENT TO A MAJOR CONDITIONAL USE APPROVAL FOR THE EXPANSION OF THE EXISTING HOTEL FOR PROPERTY LOCATED AT 82100 AND 81998 OVERSEAS HIGHWAY AND 132 CARROLL STREET ON UPPER MATECUMBE KEY WITHIN THE TOURIST COMMERCIAL (TC) AND SETTLERS RESIDENTIAL (SR) ZONING DISTRICTS, WITH REAL ESTATE NUMBERS 00400810-000000 AND 00400450-000000 AS LEGALLY DESCRIBED HEREIN; PROVIDING FOR THE TRANSMITTAL OF THIS RESOLUTION TO THE FLORIDA DEPARTMENT OF COMMERCE; AND PROVIDING AN EFFECTIVE DATE.

ACTION: Motion to Approve item IX.I. by Deb Gillis second by Joseph B. Pinder III;

Motion Passed with a 3:2 vote

AYES: Joseph B. Pinder III, Don Horton, Deb Gillis

NAYS: Sharon Mahoney, Steve Friedman

ABSTAIN: None

- J. Transfer of Development Rights - Creekside Inn to Islander Resort **TAB L** (Jennifer DeBoisbriand , Planning Director)

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, CONSIDERING THE REQUEST OF LAH ISLANDER LLC FOR A TRANSFER OF

**DEVELOPMENT RIGHTS OF FIVE OR MORE HOTEL/MOTEL
UNITS FROM THE PROPERTY LOCATED AT 90611, 90655, 90691
AND 90701 OLD HIGHWAY IN TAVERNIER WITH REAL ESTATE
NUMBERS 00437590-000000, 00437610-000000, 00437630-
000000 AND 00437640-000000 AS LEGALLY DESCRIBED
HEREIN TO PROPERTY LOCATED AT 82100 AND 81998
OVERSEAS HIGHWAY AND 132 CARROLL STREET ON UPPER
MATECUMBE KEY, WITH REAL ESTATE NUMBERS 00400810-
000000 AND 00400450-000000 AS LEGALLY DESCRIBED
HEREIN; PROVIDING FOR THE TRANSMITTAL OF THIS
RESOLUTION TO THE FLORIDA DEPARTMENT OF
COMMERCE; AND PROVIDING AN EFFECTIVE DATE.**

ACTION: Motion to Approve item IX.J. by Deb Gillis second by Don Horton;
Motion Passed with a 3:2 vote
AYES: Joseph B. Pinder III, Don Horton, Deb Gillis
NAYS: Sharon Mahoney, Steve Friedman
ABSTAIN: None

X. ADJOURNMENT

Moved by Mayor Sharon Mahoney to adjourn the meeting at 9:12 p.m.



Council Communication

To: Mayor and Village Council
From: A.J. Engelmeyer, Public Works Director
Date: January 7, 2025
SUBJECT: **Resolution Approving the Purchase of a 2025 Ford Explorer for the Building Department**

Background:

The FY 24/25 adopted budget amended the Capital Projects Fund budget to include \$60,000 for the purchase of a replacement vehicle for the Building Department. Section 2-327 of the Village Code of Ordinances requires that purchases of \$25,000.00 or more be competitively bid. However, Section 2-328(2) allows for a waiver of competitive bidding, "By use of an existing contract with the state, a state agency, another municipality, a political subdivision or a statement professional association when such contract was awarded by a competitive bidding process and the contract extends the prices, terms and conditions for such goods or services to the state's municipalities." The Village chooses to piggyback the Florida Sheriffs Cooperative Purchasing Program which extends to any and all units of local government.

Analysis:

Through analysis of mileage, age, fuel costs and repair and maintenance costs, the Building Official and Public Works Director have identified the need for replacement of one vehicle by utilizing the above-described Florida Sheriffs Association and Florida Association of Counties contract. The attached resolution would approve replacement of the following vehicle: 2018 Ford Explorer. This vehicle would be transferred for use as a Village pool vehicle available as needed by any department.

Budget Impact:

The FY 24/25 adopted budget amended Capital Projects Fund to include \$60,000 for the purchase of a new vehicle for the Building Department. These funds will be transferred from the Building Department Special Fund. The proposed cost of the vehicle is \$46,134.

Staff Impact:

No impact to Village staffing levels would occur as a result of approval of this purchase request. Finance Department staff would be responsible for working with the identified dealer to purchase the vehicle pursuant to the State contract.

Recommendation:

Staff recommends approval of the purchase through the Florida Sheriffs Cooperative Purchasing Program

- Attachments:**
1. Reso__Vehicle Purchase
 2. Proposal

RESOLUTION NO. 25

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING THE PURCHASE OF A 2025 FORD EXPLORER FOR THE VILLAGE BUILDING DEPARTMENT FROM DUVAL FORD BY PIGGYBACKING THE FLORIDA SHERIFF'S ASSOCIATION CONTRACT NO. FSA 24-VEL-32; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE NECESSARY DOCUMENTS; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, Islamorada, Village of Islands (the "Village") is in need of a new vehicle for the Village Building Department; and

WHEREAS, \$60,000 was included in the Village's adopted FY 2024-2025 Capital Projects Fund budget for the purchase of a new vehicle for the Building Department; and

WHEREAS, the Village desires to piggyback and utilize the Florida Sheriff's Association Contract No. FSA 24-VEL-32 and accept the competitive bid submitted by Duval Ford in response thereto for the purchase of 2025 Ford Explorer for use by the Building Department; and

WHEREAS, the Village Council desires to approve the purchase of the 2025 Ford Explorer from Duval Ford at a cost not to exceed the prices set forth in Exhibit "A" attached hereto; and

WHEREAS, the Village Council finds that the purchase of the 2025 Ford Explorer for the Building Department is in the best interest of the Village.

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

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

Section 2. Approval of Piggyback Purchase. The Village Council hereby approves the piggyback of the Florida Sheriff's Association Contract No. FSA 24-VEL-32 and accepts the bid submitted by Duval Ford for the purchase of a 2025 Ford Explorer for the Village Building Department, at a cost not to exceed Forty-Six Thousand One hundred and Thirty-Four dollars and no cents (\$46,134.00) as set forth in Exhibit "A" attached hereto.

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

Section 4. Execution of Documents. The Village Manager and the Village Attorney are hereby authorized to execute any required documents on behalf of the Village and authorized to implement the terms and conditions of any documents necessary to effectuate the purchase.

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

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 Sharon Mahoney	___
Vice Mayor Don Horton	___
Councilman Steve Freidman	___
Councilwoman Deb Gillis	___
Councilman Buddy Pinder III	___

PASSED AND ADOPTED THIS ____ DAY OF _____, 2024.

JOSEPH B. PINDER III, MAYOR

ATTEST:

MARNE MCGRATH, VILLAGE CLERK

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

JOHN J. QUICK, INTERIM VILLAGE ATTORNEY

Islamorada, Village of Islands

Prepared for: Islamorada, Village of Islands Sheila Denoncourt sheila.denoncourt@islamorada.fl.us 305-664-6430		Contract Holder Duval Ford Jared Davis (Work) 904-388-2144 (Fax) 904-387-6816 jared.davis@duvalmotor.com 405 Lane Avenue North Jacksonville, FL 32258		REV: 10/21/2024																																																										
We appreciate your interest and the opportunity to quote. Pricing references the FLORIDA SHERIFFS ASSOCIATION LIGHT VEHICLE CONTRACT FSA 24-VEL-32. If you have any questions regarding this quote please call! Note, Vehicle will be ordered white exterior unless specified on purchase order. Shipping and Invoicing instructions are required on agency purchase order.																																																														
<i>PLEASE CONFIRM RECEIPT OF QUOTE VIA EMAIL</i>																																																														
Labor: Rate/ Hr \$80	Parts QTY	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 5%;">Code</th> <th style="width: 65%;">Equipment</th> <th style="width: 15%;">UNIT PRICE</th> <th style="width: 15%;">EXTENDED</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>K7D SOUTH Item 221: Ford Explorer SUV 4x2 (K7D) Southern Zone</td> <td style="text-align: right;">\$ 36,427.00</td> <td style="text-align: right;">\$ 36,427.00</td> </tr> <tr> <td>1</td> <td>K7K.300A Upgrade from base unit to St-Line package, Model K7K</td> <td style="text-align: right;">\$ 7,335.00</td> <td style="text-align: right;">\$ 7,335.00</td> </tr> <tr> <td>1</td> <td>AZ Star White</td> <td style="text-align: right;">\$ 791.00</td> <td style="text-align: right;">\$ 791.00</td> </tr> <tr> <td>1</td> <td>EW Onyx Interior</td> <td style="text-align: right;">\$ -</td> <td style="text-align: right;">\$ -</td> </tr> <tr> <td>0</td> <td>RKE Programmed Integrated Key Transmitter Fob</td> <td style="text-align: right;">\$ 326.00</td> <td style="text-align: right;">\$ 326.00</td> </tr> <tr> <td>0</td> <td>WT4 Weather Tech Laser Cut Floor Mats- 4 Piece (4417161, 4415752)</td> <td style="text-align: right;">\$ 245.00</td> <td style="text-align: right;">\$ 245.00</td> </tr> <tr> <td>0</td> <td>1 SO LED 12 EXPLORER PERIMETER LIGHTING: A: (2) SOUNDOFF: 3" mpower fascia quick mount EMPS1QMS3(Y) Location: Underneath headlight B: (2) SOUNDOFF: XF flush mount EXFS10002-(Y) (DUAL COLOR) Location: Rear Bumper</td> <td style="text-align: right;">\$ 817.00</td> <td style="text-align: right;">\$ 817.00</td> </tr> <tr> <td></td> <td>NOTE: COLOR: AMBER/WHITE ALTERNATING</td> <td></td> <td></td> </tr> <tr> <td>0</td> <td>1 TAG New Tag Charge (Florida only) Requires (TTO) Tag/Title option. Specify City, State, or Sheriffs Tag. Includes (TMP). Transfer Tag Charge: (Florida only: \$90) Please send scan of agency registration with tag ID clearly indicated. Requires (TTO) Tag/Title Option, includes (TMP)</td> <td style="text-align: right;">\$ 125.00</td> <td style="text-align: right;">\$ 125.00</td> </tr> <tr> <td>0</td> <td>1 TTO Tag and Title processing and handling fee. Tags are processed at the local tag office and affixed to vehicle prior to delivery. Cost includes electronic administrative fee, manual processing courier, and Fedex related expense.</td> <td style="text-align: right;">\$ 68.00</td> <td style="text-align: right;">\$ 68.00</td> </tr> <tr> <td>0</td> <td>TOTAL LABOR HOURS</td> <td></td> <td></td> </tr> <tr> <td></td> <td>Additional Notes Estimated lead time 5 months</td> <td></td> <td></td> </tr> <tr> <td colspan="3" style="padding-top: 5px;"> UNIT COST </td> <td style="text-align: right; padding-top: 5px;"> \$ 46,134.00 </td> </tr> <tr> <td colspan="2" style="padding-top: 5px;"> TOTAL QUANTITY 1 </td> <td colspan="2" style="text-align: right; padding-top: 5px;"> TOTAL PURCHASE \$ 46,134.00 </td> </tr> </tbody> </table>	Code	Equipment	UNIT PRICE	EXTENDED	1	K7D SOUTH Item 221: Ford Explorer SUV 4x2 (K7D) Southern Zone	\$ 36,427.00	\$ 36,427.00	1	K7K.300A Upgrade from base unit to St-Line package, Model K7K	\$ 7,335.00	\$ 7,335.00	1	AZ Star White	\$ 791.00	\$ 791.00	1	EW Onyx Interior	\$ -	\$ -	0	RKE Programmed Integrated Key Transmitter Fob	\$ 326.00	\$ 326.00	0	WT4 Weather Tech Laser Cut Floor Mats- 4 Piece (4417161, 4415752)	\$ 245.00	\$ 245.00	0	1 SO LED 12 EXPLORER PERIMETER LIGHTING: A: (2) SOUNDOFF: 3" mpower fascia quick mount EMPS1QMS3(Y) Location: Underneath headlight B: (2) SOUNDOFF: XF flush mount EXFS10002-(Y) (DUAL COLOR) Location: Rear Bumper	\$ 817.00	\$ 817.00		NOTE: COLOR: AMBER/WHITE ALTERNATING			0	1 TAG New Tag Charge (Florida only) Requires (TTO) Tag/Title option. Specify City, State, or Sheriffs Tag. Includes (TMP). Transfer Tag Charge: (Florida only: \$90) Please send scan of agency registration with tag ID clearly indicated. Requires (TTO) Tag/Title Option, includes (TMP)	\$ 125.00	\$ 125.00	0	1 TTO Tag and Title processing and handling fee. Tags are processed at the local tag office and affixed to vehicle prior to delivery. Cost includes electronic administrative fee, manual processing courier, and Fedex related expense.	\$ 68.00	\$ 68.00	0	TOTAL LABOR HOURS				Additional Notes Estimated lead time 5 months			UNIT COST			\$ 46,134.00	TOTAL QUANTITY 1		TOTAL PURCHASE \$ 46,134.00	
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STANDARD EQUIPMENT

ST-Line SE 1	EXTERIOR ● Black — Grille Mesh Insert — Lower Bodyside Cladding — Skid Plate Elements, Front and Rear ● 'EXPLORER' Badge on Hood ● Tires – P255/55R20 All-Season (A/S) BSW ● Unique Blackout Treatment on Headlamps and Taillamps ● Unique ST-Line Badging ● Wheels – 20" Ebony Machined-Painted Aluminum
ST-Line SE 2	INTERIOR/COMFORT ● Acoustic-Laminate Windows – Front-Row Side ● Door-Sill Scuff Plates, Front and Rear (ST-Line Branded Inserts, Front only) ● Interior Finishes — Ebony Colored Uppers: Headliner, Overhead Console, Pillars, Grab Handles, Visors and Moonroof Shade ● Seats — ActiveX™ with Cloth Inserts – All Rows ● Steering Wheel, Heated – Leather-Wrapped with Red Stitching ● Unique Door – Ebony with Red Stitching
ST-Line SE 3	SAFETY/SECURITY ● Head Restraints: Four-Way adjustable ● Mirrors, Sideview – Power and Heated Glass,
ST-Line SE 4	ADVANCED DRIVER ASSIST TECHNOLOGY BlueCruise Equipped (90-Day Trial) ● Ford Co-Pilot360™ Assist 2.01 — 360-Degree Camera — Adaptive Cruise Control with; ○ Stop-and-Go ○ Lane Centering ○ Predictive Speed Assist — Auto High-Beam Headlamps — BLIS* — Evasive Steering Assist — Front Parking Sensors — Intersection Assist — Lane-Keeping System ○ Driver Alert ○ Lane-Keeping Alert ○ Lane-Keeping Assist ○ Road Edge Detection — Pre-Collision Assist with (AEB) ○ Dynamic Brake Support (DBS) ○ Forward Collision Warning (FCW) ○ Pedestrian Detection — Post-Collision Braking — Reverse Brake Assist
ST-Line SE 5	FUNCTIONAL ● Audio — B&O® Sound System



Council Communication

To: Mayor and Village Council
From: Anne Onsgard
Date: January 7, 2025
SUBJECT: **Approval of Appointments to the Islamorada Youth Council TAB 6**

Background:

At its regular meeting on October 23, 2013, the Village Council of Islamorada, Village of Islands (the "Village") adopted Resolution No. 13-10-81, thereby establishing the Islamorada Youth Council. The Islamorada Youth Council has experienced several changes since its establishment in 2013, reflecting the evolving needs of the community and its youth. Originally, the youth council consisted of students from Island Christian School and Coral Shores High School. However, due to the closure of Island Christian School in 2019, the youth council membership was amended by Village Council Resolution No. 14-07-47 to include only students from Coral Shores High School. Along with this change, the youth council's membership was expanded from 8 to 10 students, and the residency requirement was revised to accept applications from all Upper Keys students, increasing opportunities for youth participation and leadership in the community.

The Youth Council is intended to act as an advisory board to the Village Council and to provide the youth of Islamorada an opportunity to participate in the Village's decision-making process through recommendations pertaining to youth issues and youth community initiatives. Through this involvement, the youth council aims to foster leadership and civic engagement among youth, empowering them to contribute to shaping the future of Islamorada.

As set forth in the resolution, the Islamorada Youth Council consists of 10 students in grades nine through twelve, who are residents of the Upper Keys. Youth council members are to be appointed by the school and subsequently approved by the Village Council annually in September and serve a one-year term. Youth council meetings are to be held monthly or as frequently as needed to fulfill its duties and responsibilities.

At each meeting, the students discuss youth community initiatives, plan youth programs, community service projects, participate in leadership and skill-building activities. The group will also consider participation in the Florida League of Cities' sponsored youth council contests and plans to attend the annual conference. This year's program experienced a delay in being formalized due to a shortage of recreation staff responsible for organizing meetings, events, and projects.

Analysis:

Staff worked with Coral Shores High School to solicit the ten (10) students to be appointed to the Islamorada Youth Council. The following ten (10) students completed the application, met

the requirements of membership to the youth council, and were appointed by their school. Approval of the appointments listed below is requested of the Village Council.

Dax Collins	Grade 10
Allegra Fucaraccio	Grade 11
Corben Dean	Grade 12
Jaida Greenwald Brown	Grade 10
Kai Guth	Grade 12
Zane Rindom	Grade 12
Tristan Rios	Grade 11
Julia Rusch	Grade 10
Abbie Sargent	Grade 12
Nathaniel Shugarman	Grade 11

Upon approval of the ten members by the Village Council, staff would schedule the first official monthly meeting of the 2024-2025 Islamorada Youth Council to be held in January.

Budget Impact:

The budget impact associated with the activities of the youth council would continue to include any costs for materials that may be needed for its members, projects, and events; and possibly a small amount staff overtime to provide administrative support at meetings of the youth council. Youth council attendance at the 2025 Florida League of Cities Annual Conference and associated expenses may be considered in the Spring.

Staff Impact:

The Founders Park Program Manager would continue to act as staff liaison to the Islamorada Youth Council and would continue to ensure that meetings are properly noticed and that record minutes of the meetings are kept.

Recommendation:

It is recommended that the Village Council, by motion and vote, approve the appointments to the Islamorada Youth Council.

Attachments: None

SEPARATION AGREEMENT AND MUTUAL GENERAL RELEASE

This Separation Agreement and Mutual General Release (the “Agreement”) is entered into by and between Islamorada, Village of Islands, Florida, a municipal corporation (the “Village”) and Robert Cole (“Cole”) (collectively the “Parties”).

WHEREAS, Cole was hired by the Village as Village Manager pursuant to an Employment Agreement effective March 13, 2024 (the “Employment Agreement”); and

WHEREAS, the Parties believe it to be mutually beneficial for Cole to separate from employment with the Village; and

WHEREAS, Cole resigns from employment with the Village, in exchange for his execution of this Agreement; and

NOW THEREFORE, in consideration of the mutual covenants and considerations contained herein, the Parties agree as follows:

Section 1. Separation from Village.

Cole will cease performing all duties of the Village Manager and his role as Village Manager will end effective January 7, 2025 (the “Separation Date”). From the date of execution of this Agreement through the close of business on the Separation Date, Cole shall continue to be paid in bi-weekly installments, along with all benefits to which he is entitled pursuant to the Employment Agreement and general Village policies, as he was preceding execution of this Agreement.

Section 2. Consideration.

In consideration for Cole’s waiver and release of all claims against the Village, and his agreement regarding the Village’s confidential information, as outlined herein, the Village agrees to allow Cole to continue to be employed by the Village until February 28, 2025 (“Last Day”), which will be his last official day of employment. However, Cole will begin administrative leave effective January 8, 2025, and discontinue physically reporting to work after January 7, 2025, during which time the Village will appoint an Interim Village Manager until a permanent manager can be hired. During the period of administrative leave, and until his Last Day, Cole shall continue to be paid in bi-weekly installments, along with all benefits to which he is entitled pursuant to the Employment Agreement and general Village policies. Subsequent to his Last Day, the Village agrees to pay Cole six (6) weeks of severance at his current rate of pay, including housing allowance and an amount equal to the cost of health insurance benefits through COBRA (i.e., “Benefits Allowance”). The total amount of the severance pay (i.e., Cole’s base compensation and housing and Benefits Allowance) will be \$35,247.16. Cole will also be compensated for his accrued vacation leave at his rate of pay in effect at the time of separation, in accordance with the Village’s policies and procedures (i.e., one hundred percent (100%)). The Village shall further reimburse Cole in the amount of \$18,207.02, representing the amount of 401k contributions made to the Village in which Cole will not have vested, plus an estimated 26% tax burden to him. This

payment (i.e., \$58,188.01 plus the vacation leave payout) will be made within ten (10) days of his Last Day. Notwithstanding the fact that Cole will not need to report to work daily, Cole will be reasonably available for consultation with the Village, as necessary, through his Last Day. However, Cole shall not have any involvement in the Village's daily administrative or operational decisions, and will not carry out official duties, unless requested to do so by the Village Council. Although he will remain in a paid status through his Last Day, Cole will not accrue any additional leave or sick time after January 7, 2025. Cole agrees that the payment set forth above is all that he is entitled to receive from the Village as settlement of any and all claims or demands against the Village of any kind or nature that he once had or now has and any claims reasonably related to or arising out of those claims.

Section 3. Adequate Consideration.

Cole agrees that the consideration paid as set forth in paragraph 2 above constitutes adequate and ample consideration for the rights and claims he is waiving under this Agreement and for the obligations imposed upon him by virtue of this Agreement.

Section 4. Assistance Following Separation.

Cole agrees to remain reasonably available to respond to requests for information directed to Cole by the Village for a period of three months after his Last Day. Cole also agrees to cooperate fully with respect to any claim, litigation or judicial, arbitral or investigative proceeding initiated by the Village, any Village employee or agent, or by any regulator, governmental entity, or self-regulatory organization, that relates to or arises from any matter with which Cole was involved during his time as Village Manager, or that concerns any matter of which Cole has information or knowledge (collectively, a "Proceeding"). In addition, Cole agrees to promptly notify the Village Attorney's Office of any requests for information or testimony that Cole receives in connection with any Proceeding relating to the Village's business, unless legally prohibited from doing so. To be clear, notwithstanding any other provision of this Agreement, this Agreement shall not be construed or applied so as to compel any party to take any action, or omit to take any action, requested or directed by any regulatory or law enforcement authority. The Village shall exercise reasonable good faith efforts to minimize its requests for information pursuant to this Section. Subsequent to his Last Day (i.e., February 28, 2025), the Village shall pay for any out-of-pocket costs, such as travel expenses and lost wages, that Cole may reasonably incur in responding to requests for assistance by Village Council.

Section 5. Return of Property.

Cole will forthwith return to the Village all of the Village's property including, but not limited to, computers, computer equipment, office equipment, cell phone, keys, passcards, credit cards, software, computer files, and any other record, document or piece of equipment belonging to the Village or related to the work which Cole has done for the Village. Cole will not retain any copies which are the Village's property, including any copies existing in electronic form, which are in Cole's possession or control. Cole acknowledges that Cole has not and will not destroy, delete, or alter any Village property without the Village's consent.

Section 6. Confidentiality of Exempt and/or Confidential Information Obtained While Village Manager.

A. Cole acknowledges that as a direct result of his position as Village Manager, Cole had access to, learned about, and became familiar with confidential, exempt and privileged information relating to and/or belonging to the Village, its elected officials and/or staff that is not public record ("Confidential Information"). Cole shall not utilize or disclose to any third parties any Confidential Information in any manner whatsoever, unless required by law.

B. Cole agrees that, except as required by a lawful order of a court of competent jurisdiction, validly issued subpoena, or to the extent that he has received written authorization from the Village, he will not, at any time or in any manner whatsoever, either directly or indirectly, reveal, divulge, disclose, or communicate to any person, firm or corporation any Village documents or information that are exempt from or confidential under Section 119.071, Florida Statutes.

C. Nothing in this Agreement shall prevent Cole from responding as required by law to a subpoena or from cooperating with any governmental agency that may initiate contact with Cole in conducting any investigation or inquiry within the scope of the agency responsibility.

Section 5. Non-Disparagement.

The Village, its elected officials and agents shall not make or publish, nor request or cause another to make or publish, any statement verbally or in writing (including online or on social media) that is defamatory or disparaging of Cole and shall not otherwise interfere in any way with his search for new employment. The Village shall further use its best efforts to cause its executive staff members (i.e., the successor Village Manager, the Village Clerk, and Department Directors) not to make or publish, or cause another to make or publish, any statement verbally or in writing (including online or on social media) that is defamatory or disparaging of Cole and shall not otherwise interfere in any way with his search for new employment. Cole agrees that he will not make or publish any statement verbally or in writing (including online or on social media), that defames or disparages the Village, to include its employees, agents, administrators, and Council members. This provision does not prohibit Cole or the Village from providing truthful information or testimony to any law enforcement agency, State Attorney's Office, Florida Ethics Commission or other governmental entity related to any Village business, including, but not limited to, responding to allegations or inquiries concerning any investigation into or complaints made against Cole or any Village councilmember. It is understood by the Parties that this clause continues beyond the date on which the Agreement becomes effective.

Section 6. General Release of All Claims.

A. Other than the covenants contained in this Agreement, Cole willingly and voluntarily waives and releases any and all known and unknown rights and claims Cole has or may have against the Village and its elected officials and agents, including, but not limited to, any claim(s) under:

- Title VII of the Civil Rights Act of 1964;

- Sections 1981 through 1988 of Title 42 of the U.S. Code;
- The Immigration Reform and Control Act of 1986;
- The Americans with Disabilities Act of 1990 and all amendments thereto;
- The Fair Labor Standards Act;
- The Older Workers Benefit Protection Act;
- Age Discrimination in Employment Act;
- The Equal Pay Act of 1963;
- The Occupational Safety and Health Act;
- The Family and Medical Leave Act of 1993;
- The Pregnancy Protection Act laws;
- Any Workers Compensation laws;
- Any Unemployment Compensation laws;
- All amendments to such Acts;
- Any other federal, state or local laws;
- All other human rights or fair employment laws or regulations whether federal, state or local; and
- Any public policy, contract, or common law claims, including any tort claims (including all intentional and negligent torts, negligent or intentional infliction of emotional distress, defamation, assault, battery, false imprisonment, wrongful termination, etc.) whether based on common law or otherwise.

B. Other than the covenants contained in this Agreement, the Village, on behalf of itself, its elected officials and agents willingly and voluntarily waives and releases any and all known and unknown rights and claims the Village and its elected officials and agents has or may have against Cole, including, without limitation, any public policy, contract, or common law claims, including any tort claims (including all intentional and negligent torts, negligent or intentional infliction of emotional distress, defamation, assault, battery, false imprisonment, wrongful termination, etc.) whether based on common law or otherwise.

C. These waivers also bar any claim or demand for costs, fees, or other expenses, including attorneys' fees incurred in connection with any of the above referenced claims. The listing of claims waived in this Section is intended to be illustrative rather than exhaustive. Thus, the Parties acknowledge and agree that this Agreement constitutes a full and final bar to any and

all claims of any type that Cole now has against the Village, its elected officials, or agents or that the Village, or its elected officials or agents may have against Cole.

D. To the extent that this wavier and release may require court approval, such as claims arising under Acts providing for workers compensation or FLSA benefits, Cole affirmatively represents and covenants that there are no facts which would support a claim under such Acts and will attest to the same in any court or administrative proceedings.

Section 7. Non-Admission.

Cole and the Village agree that neither this Agreement nor the furnishing of the consideration for this Agreement shall be deemed or construed at any time for any purpose as an admission by the Village or Cole of any kind.

Section 8. Time for Consideration.

A. Time to Consider Signing Agreement. Cole acknowledges that he has been given a reasonable period of time of not less than twenty-one (21) days within which to decide whether to sign this Agreement. He understands and agrees that he can use all or any part of this period to decide whether to sign this Agreement and that, if he does not use the full period, he voluntarily waives it. He agrees that any changes to this Agreement from that originally presented to him will not restart the twenty-one (21) day consideration period.

B. Seven (7) Day Period to Revoke. For a period of seven (7) calendar days following the signing of this Agreement by Cole, Cole may revoke this Agreement by notifying Alison F. Smith, Esq., Weiss Serota Helfman Cole & Bierman, P.L., 200 E. Broward Blvd., Suite 1900, Fort Lauderdale, FL 33301, in writing, of Cole's decision to revoke his Agreement. This Agreement shall not become effective or enforceable until that revocation period has expired. This Agreement shall become effective and enforceable eight (8) days after it is signed by Cole, unless timely revoked by Cole, in accordance with the provisions of Section 11, below. Cole understands and agrees that, in the event that he timely revokes this Agreement, this Agreement will become null and void, and the Village will owe nothing pursuant to this Agreement.

Section 9. Effective Date.

This Agreement will become effective when each of the following conditions is met: 1) Cole executes this Agreement, and; 2) eight (8) days have expired without revocation by Cole (during the seven (7) day revocation period identified above in Section 10(B)).

Section 10. Governing Law and Interpretation.

This Agreement shall be governed and construed in accordance with the laws of the State of Florida, with exclusive venue in Monroe County, Florida. Its language shall be construed as a whole, according to its fair meaning, and not strictly for or against either Party.

Section 11. Severability.

Should any provision of this Agreement be declared illegal or unenforceable by any court of competent jurisdiction and cannot be modified to be enforceable, such provision shall immediately become null and void, leaving the remainder of this in full force and effect. If the waiver language of this Agreement contained in Section 6 is declared unenforceable because of actions taken by Cole or taken on his behalf as directed by him, Cole shall return all monies paid to him under this Agreement with ten (10) calendar days of the date on which the Agreement is declared unenforceable and this Agreement shall immediately become null and void, and the Village will owe nothing further pursuant to that Agreement.

Section 12. Entire Agreement; Amendment.

This Agreement sets forth the entire agreement between Cole and the Village and shall supersede any and all prior agreements or understandings between the Parties. It may not be amended except by a written agreement signed by the Parties. Cole has not relied upon any statements or representations not contained herein.

Section 13. Headings.

Section headings are used herein for convenience of reference only and shall not affect the meaning of any provision of this Agreement.

Section 14. Counterparts.

This Agreement may be executed in counterparts, each of which shall be deemed an original, and such counterparts shall constitute one and the same instrument.

Section 15. Encouragement to Consult Attorney.

The Village hereby encourages Cole to consult an attorney before signing this Agreement. Cole acknowledges that Cole has consulted an attorney or had a full and complete opportunity to do so before signing this Agreement.

THE PARTIES HAVE READ, UNDERSTOOD, AND FULLY CONSIDERED THIS SEPARATION AGREEMENT AND GENERAL RELEASE AND ARE MUTUALLY DESIROUS OF ENTERING INTO SUCH AGREEMENT. THE TERMS OF THIS AGREEMENT ARE THE PRODUCT OF MUTUAL NEGOTIATION AND COMPROMISE BETWEEN COLE AND THE VILLAGE. HAVING ELECTED TO EXECUTE THIS AGREEMENT, TO FULFILL THE PROMISES SET FORTH HEREIN, COLE AND THE VILLAGE FREELY AND KNOWINGLY AND, AFTER DUE CONSIDERATION, ENTER

INTO THIS AGREEMENT INTENDING TO WAIVE, SETTLE AND RELEASE ALL CLAIMS EACH HAS OR MIGHT HAVE AGAINST THE OTHER.

IN WITNESS WHEREOF, the parties have executed this Separation Agreement and General Release as of the date set forth below.

Robert Cole

Islamorada, Village of Islands

By: _____

By: _____
Sharon Mahoney, Mayor

Date: _____

Date: _____

Attest:

Marne McGrath, Village Clerk

Date: _____

Approved as to form and legal sufficiency
For the use of the Village Council only:

John J. Quick, Village Attorney
Date: _____

RESOLUTION NO.

**A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA,
VILLAGE OF ISLANDS, FLORIDA, APPROVING THE
SEPARATION AGREEMENT AND GENERAL RELEASE BETWEEN
THE VILLAGE AND ROBERT COLE; AUTHORIZING THE MAYOR
TO EXECUTE THE AGREEMENT; AND PROVIDING FOR AN
EFFECTIVE**

WHEREAS, Islamorada, Village of Islands (the "Village"), is a duly constituted municipality having such power and authority conferred upon it by the Florida Constitution and Chapter 166, Florida Statutes; and

WHEREAS, Section 7(3) of the Village Charter (the "Charter") requires that there is a Village Manager, who serves as the Chief Administrative Officer of the Village; and

WHEREAS, on March 13 2024, the Village Council of Islamorada, Village of Islands (the "Village Council") selected Mr. Robert Cole ("Cole") to serve as the Village Manager, and approved an Employment Agreement between Cole and the Village; and

WHEREAS, Cole will be resigning from his role as Village Manager as more fully outlined in the Separation Agreement attached hereto as Exhibit "A"; and

WHEREAS, the Village Council finds that approval of the aforementioned Separation Agreement between the Village and Cole is in the best interests 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 Employment Agreement. The Village Council hereby approves the Separation Agreement between Islamorada, Village of Islands, and Robert Cole

(Exhibit "A"), together with such non-material changes as may be approved as to form and legality by the Village's special counsel for this matter.

Section 3. Authorization of Village Officials. The Mayor is hereby authorized to execute the Agreement on behalf of the Village. The Acting Village Manager is hereby authorized to take all necessary and expedient action to effectuate the intent of this Resolution.

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

Motion to adopt by Councilman _____, second by Councilman _____.

FINAL VOTE AT ADOPTION

VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA:

Mayor Sharon Mahoney _____

Vice Mayor Donald Horton _____

Councilman Joseph B. Pinder III _____

Councilman Steve Friedman _____

Councilman Deborah Gillis _____

PASSED AND ADOPTED this __ day of January, 2024.

SHARON MAHONEY, MAYOR

ATTEST:

MARNE MCGRATH, VILLAGE CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY
FOR THE USE OF THE VILLAGE COUNCIL ONLY:

John J. Quick, Village Attorney

Date: _____



Council Communication

To: Mayor and Village Council
From: Vince Tarves, Systems Engineer
Date: January 7, 2025
SUBJECT: **A Resolution Approving the Purchase of two Nutanix Server Blocks and two Cisco Network Switches from SHI International Corp. (SHI) TAB 8**

Background:

On June 18, 2020, the Village Council of Islamorada approved Resolution No. 20-06-49, initiating a critical upgrade to the Village's aging server infrastructure by implementing a Nutanix on-premises cloud cluster. This upgrade ensured business continuity by enabling server operations to continue during hardware failures and enhancing disaster recovery capabilities.

Subsequently, on May 12, 2022, the Council approved Resolution No. 22-05-33, authorizing a 3-year subscription to Nutanix Xi-Leap Disaster Recovery as a Service (DRaaS). This service provided offsite replication of the Village's on-premises cloud infrastructure, serving as an additional backup and enabling the relocation of server operations in emergencies.

In December 2023, the IT & Communications (IT) Department was informed that Nutanix would sunset the Xi-Leap service on April 16, 2025, before the end of the Village's contract on May 27, 2025. Nutanix has committed to refunding the Village for the unused portion of the pre-paid service.

Upon evaluating alternative disaster recovery solutions, the IT Department discovered that comparable services from public cloud providers like Amazon Web Services or Microsoft Azure would cost nearly three times more than the current Xi-Leap subscription. In light of this, and considering that existing server hardware will reach end-of-life (EOL) in less than three years, the IT Department recommended an alternative solution. Upgrading server hardware now and repurposing the existing equipment at a co-location facility was identified as the most cost-effective and efficient approach to maintain disaster recovery services.

This recommendation aligns with the Village's ongoing commitment to ensuring server reliability and operational continuity during disasters, while avoiding the significant financial and operational risks of extended server downtime.

Analysis:

The Village's Xi-Leap subscription for Disaster Recovery as a Service (DRaaS) is set to expire on April 16, 2025, with Nutanix discontinuing this service prior to the contract's end. The IT Department's mission is to ensure continuous server functionality under all circumstances, safeguarding the Village's critical data assets for staff and residents to maintain regular

operations.

Cost Comparisons:

- Current Xi-Leap Cost: \$79,191.31 for 3 years (approximately \$26,397.10 per year).
- Public Cloud Alternatives (e.g., AWS, Microsoft Azure): Estimated at \$130,000+ annually—an over 390% increase compared to the current solution.
- Proposed Co-Location Solution:
 - Upgrade existing on-premises server hardware.
 - Repurpose aging hardware (currently 5 years old) to a co-location facility, extending its utility as a disaster recovery solution for approximately 3 more years.
 - Annual co-location costs are estimated at \$25,000, with total savings of \$105,000 over using public cloud providers for the same service.

Risk and Impact Analysis:

The absence of a robust disaster recovery solution would leave the Village vulnerable to extended server downtimes due to disasters such as fires or hurricanes. Current estimates suggest:

- Without Disaster Recovery: Rebuilding and restoring the main data center could take a week or more.
- With Co-Location Solution: Server operations could be restored in a few hours.

The IT Department projects that a week-long server outage could result in millions of dollars in financial losses due to operational disruptions. Essential public services would be severely impacted, with most Village staff unable to perform their duties.

Strategic Advantage:

Replacing and upgrading server hardware now, along with transitioning existing equipment to a co-location facility, ensures:

- Continuity of disaster recovery services at a lower cost than public cloud alternatives.
- Enhanced server reliability and operational readiness for the next 3 years.
- Substantial cost savings while maintaining critical infrastructure.

This proactive approach aligns with the Village's responsibility to safeguard its operations and minimize financial and operational risks. By adopting the proposed resolution, the Village can continue providing uninterrupted services to its residents and staff in a fiscally responsible manner.

The IT Department reached out to multiple vendors for quotes for the hardware and support. SHI was the lowest for both items. The Nutanix quotes were from \$152,410.16 – \$182,704.56. We only received 2 quotes for the switches between \$22,882.68 - \$24,721.77.

Budget Impact:

Funds totaling \$193,215.74 were allocated in the FY 2024-2025 Capital Projects budget for this purchase. The total cost of the new hardware and a 3-year support plan amounts to

\$175,292.84. Additional estimated costs include \$750.00 for shipping the existing equipment to the co-location, \$3,000.00 for staff time and travel required for the transition, and \$1,500.00 for setup at the co-location facility. This would bring the cost to \$180,542.84 with the ongoing cost for the co-location service estimated at \$25,000 per year.

Staff Impact:

The IT Department staff will collaborate with Nutanix to install the new server hosts and reconfigure the older hosts for relocation to a co-location facility, which will serve as the Village's new Disaster Recovery as a Service (DRaaS) solution. The IT Department will remain responsible for monitoring the servers and addressing any issues that may arise to ensure uninterrupted operations. Additionally, one staff member may need to travel to the co-location facility to oversee the setup and ensure proper installation of the equipment.

Recommendation:

It is recommended that the Village Council adopt the attached Resolution, thereby approving the purchase of the Nutanix server hosts and Cisco switches.

Attachments: 1. 2024-424-Nutanix-Reso

RESOLUTION NO. 24-12-424

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING PURCHASE TWO NUTANIX SERVER BLOCKS AND 2 CISCO NETWORK SWITCHES FROM SHI INTERNATIONAL CORP. (SHI) TO UPGRADE THE VILLAGE'S SERVER DISASTER RECOVERY AND BUSINESS CONTINUITY INFRASTRUCTURE; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE NECESSARY DOUCUMENTS; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, Islamorada, Village of Islands (the "Village") identified updating of its computer network services as Goal #6 on the 2017-2023 Strategic Plan; and

WHEREAS, on June 18, 2020, the Village Council approved Resolution No. 20-06-49 to upgrade the Village's aging server infrastructure to a Nutanix on-premises cloud cluster, ensuring continuity of operations in the event of hardware failures and enhancing disaster resilience; and

WHEREAS, on May 12, 2022, the Village Council approved Resolution No. 22-05-33 for a 3-year subscription to Nutanix Xi-Leap Disaster Recovery as a Service (DRaaS) to replicate the Village's on-premises cloud infrastructure to an offsite location, enabling continued operations during emergencies; and

WHEREAS, the IT Department was notified in December 2023 that Nutanix will sunset the Xi-Leap service on April 16, 2025, with the Village's subscription ending on May 27, 2025, and Nutanix has agreed to refund the unused portion of the prepaid service; and

WHEREAS, the IT Department evaluated alternative disaster recovery solutions and determined that replicating the service with public cloud providers would be cost-prohibitive, with annual costs exceeding \$130,000, compared to the existing Xi-Leap subscription cost of \$79,191.31 for 3 years; and

WHEREAS, the IT Department recommends upgrading the Village's server hardware now and repurposing the existing hardware at a co-location facility, providing an effective disaster recovery solution with an estimated cost of \$25,000 per year, which is projected to save the Village approximately \$135,000 over using alternative providers; and

WHEREAS, the proposed solution would enable the Village to restore server operations within hours in the event of a disaster, compared to an estimated week or more of downtime without such a solution, avoiding significant financial and operational impacts; and

WHEREAS, funds in the amount of \$193,215.74 were included in the FY 2024-2025 Capital Projects budget for this purpose, and the total cost of the new hardware and support for 3 years, including related expenses, is estimated at \$180,524.84, which is \$12,690.90 under budget; and

WHEREAS, the Village IT & Communications Department is required to plan and implement Disaster and Business continuity; and

WHEREAS, the Village Council finds that the purchase of the Nutanix server blocks and Cisco network switches is in the best interest of the Village to ensure continuity of operations and protect its data assets;

**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 Purchase. The Village Council approves the purchase of two Nutanix server blocks and two Cisco network switches from SHI International Corp. for a total cost of \$175,292.84 for hardware and support, along with estimated related expenses of \$5,250.

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

Section 4. Execution of Documents. The Village Manager and the Village Attorney are hereby authorized to execute any required documents on behalf of the Village and authorized to implement the terms and conditions of any documents necessary to effectuate the purchase.

Section 5. Authorization of Fund Expenditure. Notwithstanding the limitations imposed upon the Village Manager pursuant to the Village's Purchasing Procedures Ordinance, the Village Manager is authorized to expend budgeted funds to purchase the Nutanix server blocks and Cisco network switches.

Section 6. Waiver of Purchasing Provisions. In accordance with Sections 2-328(1) and 2-328(3) of the Village Code, the Village Council waives the Purchasing Provisions of the Village Code to utilize the Nutanix Xi-Leap subscription service over a three (3)-year period without competitive selection.

Section 7. **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, FLORIDA:

Mayor Sharon Mahoney

Vice Mayor Don Horton

Councilwoman Deb Gillis

Councilman Joseph B. Pinder III

Councilman Steve Friedman

PASSED AND ADOPTED THIS 7th DAY OF JANUARY 2025

SHARON MAHONEY, MAYOR

ATTEST:

MARNE MCGRATH, VILLAGE CLERK

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

JOHN QUICK, ACTING VILLAGE ATTORNEY



Council Communication

To: Mayor and Village Council
From: Lisa Lynch, Finance Director
Date: January 7, 2025
SUBJECT: Resolution Approving Final Budget Amendment FY23-24 TAB 9

Background:

On September 19, 2023, the Village Council approved the FY 2023-2024 budget through adoption of Resolution No. 23-09-102. The adopting Resolution states that the budget establishes an initial limitation on expenditures by department or category total and that the total sum allocated to each department, category or line item for operating expenses may be increased or decreased by the Village Manager in accordance with the provisions of the Resolution and the Village Charter. Further, the Village Manager shall prepare for approval a resolution amending the budget to reflect such department, category or line item reallocation for presentation to the Village Council if overages occur.

On October 8, 2024, the Village Council adopted Resolution 24-10-117 approving a second FY 2023-2024 budget amendment. The attached Resolution serves to memorialize Village Council approval for a final amendment to the FY 2023-2024 budget to reflect changes in the budget by line item based on activity in the fiscal year through September 30, 2024.

Analysis:

The Exhibit A column titled "FY 23-24 Budget Amendment – Requested" provides the line item changes to the budget requested to cover budget overages that have been incurred through September 30, 2024.

Budget Impact:

The budget impact by fund is presented in the "Requested Amendment" column of each funds' budget amendment schedule.

Staff Impact:

No direct staff impact would occur as a result of this budget amendment.

Recommendation:

Staff requests and recommends that the Village Council adopt the Resolution and the amended FY 2023-2024 budget as presented.

- Attachments:**
1. Reso_FY23-24 Bgt Amend 93024_01072025 RVCM
 2. FY23-24_Bgt Amend as of 09302024 RVCM (2)

RESOLUTION NO. 24-

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

WHEREAS, in accordance with Section 200.065, Florida Statutes and Section 6 of the Village Charter, the Village Council of Islamorada, Village of Islands (the "Village") adopted a Budget for Fiscal Year 2023-2024 by adoption of Resolution No. 23-09-102 on September 19, 2023; and

WHEREAS, pursuant to Section 6 of Resolution No. 23-09-102, the Village Manager is authorized to propose a resolution on a quarterly basis to amend the budget to reallocate department, category or line item budget allocations; and

WHEREAS, on October 8, 2024, the Village Council adopted Resolution 24-10-117 approving a second FY 2023-2024 budget amendment; and

WHEREAS, the Village Council finds it necessary to further amend the FY 2023-2024 budget to reflect such amendments as requested by the Village Manager.

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

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

Section 2. **Budget Amendment.** In accordance with Section (6)(3) of the Village Charter and Section 6 of Resolution No. 23-09-102, the Village Council hereby approves the amendment to the Budget adopted as Exhibit 'A' of Resolution No. _____, as previously amended by Resolution No. 24-10-117, for Fiscal Year 2023-2024 as shown on Exhibit 'A' attached hereto.

Section 3. **Effective Date.** This Resolution shall become effective immediately upon its

adoption and shall be reflected in the FY 2023-2024 budget as of September 30, 2024.

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 Sharon Mahoney _____

Vice Mayor Don Horton _____

Councilwoman Deb Gillis _____

Councilman Joseph B. Pinder III _____

Councilman Steve Friedman _____

SHARON MAHONEY, 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

Fund: 001 - General Fund		BUDGET				FY 23-24 ACTUALS (Unaudited)	FINAL BUDGET v ACTUALS VARIANCE	Actual as % of Budget
		FY 23-24 Adopted Budget	FY 23-24 Approved Amendments	FY 23-24 Budget Amendment - Requested	Proposed FY 23-24 Amended Budget			
						as of 9/30/2024	Favorable / (Unfavorable)	Benchmark = 75%
Fund Balance - Beginning, 10/1/2023 (audited)								
001-280-000	Fund Bal - Nonspendable	262,600.00	-	-	262,600.00	239,844.00		
001-281-001	Fund Bal - Restricted - MCSO Training	67,500.00	-		67,500.00	68,272.00		
001-282-002	Fund Bal - Committed - Landscape Mitigation	830,400.00	-		830,400.00	802,940.00		
001-283-002	Fund Bal - Assigned - Hurricane Response	7,382,100.00	-	-	7,382,100.00	7,506,863.00		
001-284-000	Fund Bal - Unassigned	6,062,200.00	-	-	6,062,200.00	5,524,851.00		
		14,604,800.00	-	-	14,604,800.00	14,142,770.00		
Revenues								
<u>Taxes</u>								
001-311-000	Ad Valorem Taxes	15,701,300.00	104,197.00	6,900.00	15,812,397.00	15,812,483.24	86.24	100.00%
001-315-000	Communication Services Tax	450,000.00	-	(58,500.00)	391,500.00	391,540.51	40.51	100.01%
		16,151,300.00	104,197.00	(51,600.00)	16,203,897.00	16,204,023.75	126.75	100.00%
<u>Licenses & Permits</u>								
001-323-700	Franchise Fee - Solid Waste	800,000.00	-	193,700.00	993,700.00	993,736.07	36.07	100.00%
001-329-000	Other Permits, Fees & Special Assmts	2,500.00	-	350.00	2,850.00	2,850.00	-	100.00%
001-329-001	Vacation Rental Permit Fee	375,000.00	-	(59,000.00)	316,000.00	316,012.50	12.50	100.00%
001-329-005	BPAS Application Fee	10,000.00	-	(9,100.00)	900.00	900.00	-	100.00%
001-329-006	A-Frame Sign Registration Fee	-	2,050.00	2,150.00	4,200.00	4,200.00	-	100.00%
001-329-007	In Lieu of Landscape Mitigation Fee	100,000.00	3,065.00	15,000.00	118,065.00	118,424.94	359.94	100.30%
001-329-009	Foreclosure Registration Fee	2,500.00	-	(1,800.00)	700.00	700.00	-	100.00%
		1,290,000.00	5,115.00	141,300.00	1,436,415.00	1,436,823.51	408.51	100.03%
<u>Intergovernmental</u>								
001-331-001	FEMA Reimb - Irma	-	61,232.00		61,232.00	58,009.20	(3,222.80)	94.74%
001-331-002	FEMA SAFER Grant (Fire Rescue)	528,000.00	154,737.00	299,000.00	981,737.00	982,179.43	442.43	100.05%
001-331-101	EPA Grant for Oxygen Monitoring	12,000.00	-	(12,000.00)	-	-	-	#DIV/0!
001-334-001	FDEM Reimb - Irma	-		3,200.00	3,200.00	3,222.73	22.73	
001-334-003	FDEP Resilient Florida Grant (#22PLN68)	178,100.00	-	-	178,100.00	-	(178,100.00)	0.00%

Fund: 001 - General Fund		BUDGET				FY 23-24 ACTUALS (Unaudited)	FINAL BUDGET v ACTUALS VARIANCE	Actual as % of Budget
		FY 23-24 Adopted Budget	FY 23-24 Approved Amendments	FY 23-24 Budget Amendment - Requested	Proposed FY 23-24 Amended Budget			
						as of 9/30/2024	Favorable / (Unfavorable)	Benchmark = 75%
001-334-201	FDOH EMS Grant	-		31,200.00	31,200.00	31,200.00	-	100.00%
001-335-122	Monroe County Business Tax Distribution	32,000.00	-	4,800.00	36,800.00	36,831.38	31.38	100.09%
001-335-140	Mobile Home License Tax	1,500.00	-		1,500.00	1,917.23	417.23	127.82%
001-335-150	Alcoholic Beverage License Tax	32,000.00	-	(9,500.00)	22,500.00	22,552.69	52.69	100.23%
001-335-180	Local Government Half-Cent Sales Tax Program	1,735,000.00	-	(25,300.00)	1,709,700.00	1,709,666.12	(33.88)	100.00%
001-335-210	Firefighter Supplemental Compensation	10,000.00	-	2,000.00	12,000.00	12,067.74	67.74	100.56%
001-335-701	FDEP Surcharge Tax - Windley Key	8,500.00	-	-	8,500.00	8,425.06	(74.94)	99.12%
001-336-000	State Payments In Lieu Of Taxes	2,700.00	-	-	2,700.00	2,670.31	(29.69)	98.90%
001-337-701	TDC Beach Maintenance Agreement	90,000.00	-	9,000.00	99,000.00	99,000.00	-	100.00%
		2,629,800.00	215,969.00	302,400.00	3,148,169.00	2,967,741.89	(180,427.11)	94.27%
<u>Fines & Forfeitures</u>								
001-354-000	Code Compliance Lien Payments	150,000.00	-	(71,000.00)	79,000.00	78,275.00	(725.00)	99.08%
001-359-001	MCSO Citation Payments	50,000.00	-	-	50,000.00	50,573.74	573.74	101.15%
001-359-002	MCSO Citations - Training Surcharge	5,000.00	-	-	5,000.00	4,407.45	(592.55)	88.15%
		205,000.00	-	(71,000.00)	134,000.00	133,256.19	(743.81)	99.44%
<u>Charges for Services</u>								
001-329-003	Fire Inspection Fee	10,000.00	4,575.00	2,300.00	16,875.00	16,900.00	25.00	100.15%
001-329-004	Developmental Permit Application Fee	75,000.00	-	6,400.00	81,400.00	81,436.59	36.59	100.04%
001-329-008	Cost Recovery Revenue	25,000.00	-	(25,000.00)	-	-	-	#DIV/0!
001-342-200	Special Event Fire Protection Fee	10,000.00	2,393.00	600.00	12,993.00	12,986.50	(6.50)	99.95%
001-342-401	Emergency Management Service Fee	250,000.00	-	24,300.00	274,300.00	274,321.60	21.60	100.01%
001-347-201	Park Entrance Fee	350,000.00	-	20,700.00	370,700.00	370,695.85	(4.15)	100.00%
001-347-501	Pool Entrance Fee	45,000.00	-	(9,732.00)	35,268.00	35,268.55	0.55	100.00%
001-347-502	Pool/Park Membership - Resident	20,000.00	-	(2,142.00)	17,858.00	17,858.38	0.38	100.00%
001-347-503	Pool/Park Membership - Non-Resident	20,000.00	-	(1,220.00)	18,780.00	18,789.82	9.82	100.05%
001-347-901	Recreation Camp Fee	60,000.00	-	5,000.00	65,000.00	65,045.00	45.00	100.07%
001-362-001	Park Facilities Rental Fee	30,000.00	2,680.00	2,600.00	35,280.00	35,365.15	85.15	100.24%
001-362-002	Pool Team Rental Fee	30,000.00	-	(17,900.00)	12,100.00	12,106.55	6.55	100.05%
001-362-003	Swim Instruction	70,000.00	-	3,300.00	73,300.00	73,314.00	14.00	100.02%

Fund: 001 - General Fund		BUDGET				FY 23-24 ACTUALS (Unaudited)	FINAL BUDGET v ACTUALS VARIANCE	Actual as % of Budget
		FY 23-24 Adopted Budget	FY 23-24 Approved Amendments	FY 23-24 Budget Amendment - Requested	Proposed FY 23-24 Amended Budget			
						as of 9/30/2024	Favorable / (Unfavorable)	Benchmark = 75%
001-362-004	Dive Instruction	12,000.00	-	(400.00)	11,600.00	11,605.00	5.00	100.04%
001-362-005	Tennis Instruction	225,000.00	-	(52,400.00)	172,600.00	172,635.00	35.00	100.02%
001-362-006	Water Aerobics Instruction	24,000.00	-	(2,050.00)	21,950.00	21,952.00	2.00	100.01%
001-362-007	Synchronized Swim Instruction	14,000.00	-	950.00	14,950.00	14,945.00	(5.00)	99.97%
001-362-008	Freediving Instruction	14,000.00	-	(9,700.00)	4,300.00	4,300.00	-	100.00%
001-362-009	Fitness Instruction	28,000.00	-	(2,360.00)	25,640.00	25,647.00	7.00	100.03%
		1,312,000.00	9,648.00	(56,754.00)	1,264,894.00	1,265,171.99	277.99	100.02%
<u>Interest & Miscellaneous</u>								
001-361-000	Interest Revenue	150,000.00	486,000.00	185,370.00	821,370.00	821,369.08	(0.92)	100.00%
001-369-000	Miscellaneous Revenue	48,000.00	8,460.00	9,250.00	65,710.00	65,698.48	(11.52)	99.98%
001-369-001	Retail Sales	1,800.00	-	(610.00)	1,190.00	1,191.40	1.40	100.12%
001-369-002	General Asphalt Maint Agreement	8,100.00	21,233.00		29,333.00	29,333.37	0.37	100.00%
001-369-003	Impact Admin Fees	5,000.00	2,774.00	2,107.00	9,881.00	9,880.24	(0.76)	99.99%
001-369-901	WEX Fuel Credit	3,500.00	-	170.00	3,670.00	3,672.98	2.98	100.08%
		216,400.00	518,467.00	196,287.00	931,154.00	931,145.55	(8.45)	100.00%
<u>Transfers In</u>								
001-381-000	Transfers In (Building Fund)	84,000.00	-	-	84,000.00	84,000.00	-	100.00%
Total Revenues		21,888,500.00	853,396.00	460,633.00	23,202,529.00	23,022,162.88	(180,366.12)	99.22%

Fund: 001 - General Fund		BUDGET				FY 23-24 ACTUALS (Unaudited) as of 9/30/2024	FINAL BUDGET v ACTUALS VARIANCE Favorable / (Unfavorable)	Actual as % of Budget Benchmark = 75%
		FY 23-24 Adopted Budget	FY 23-24 Approved Amendments	FY 23-24 Budget Amendment - Requested	Proposed FY 23-24 Amended Budget			
Expenditures								
<u>Village Council</u>								
001-0100-511-11	Village Council Salaries	60,000.00	-		60,000.00	61,000.00	(1,000.00)	101.67%
001-0100-511-21	Payroll Taxes	4,600.00	-		4,600.00	4,666.50	(66.50)	101.45%
001-0100-511-31	Professional Services	180,000.00	-	1,100.00	181,100.00	181,109.85	(9.85)	100.01%
	Gray Robinson (State Lobbyists)	110,000.00			110,000.00	108,180.00		
	Thorn Run Partners (Federal Lobbyists)	70,000.00		(1,100.00)	68,900.00	66,000.00		
	Other / Misc	-		1,100.00	1,100.00	6,929.85		
001-0100-511-40	Travel & Per Diem	12,000.00	3,996.00	2,980.00	18,976.00	18,979.44	(3.44)	100.02%
001-0100-511-41	Communications	5,500.00	-	(2,360.00)	3,140.00	3,138.78	1.22	99.96%
001-0100-511-48	PR / Advertising	356,500.00	(3,996.00)	630.00	353,134.00	158,863.12	194,270.88	44.99%
	Holiday Decorations (Holiday Lightscares)	105,200.00	-	-	105,200.00	105,134.00		
	Attention Media / Social Media	75,000.00	-	630.00	75,630.00	24,000.00		
	Agenda & Other Display Ads	20,000.00	(3,996.00)		16,004.00	7,692.00		
	Islamorada Social Web Services	1,300.00			1,300.00	-		
	Rotary Fireworks	15,000.00	-		15,000.00	15,000.00		
	Charitable Contributions Program	125,000.00			125,000.00	-		
	Other / Misc	15,000.00	-		15,000.00	7,037.12		
001-0100-511-51	Office Supplies & Expenses	3,500.00	-	850.00	4,350.00	4,345.58	4.42	99.90%
001-0100-511-54	Dues & Subscriptions	2,500.00	-	-	2,500.00	2,097.59	402.41	83.90%
001-0100-511-55	Training	5,000.00	-	(3,200.00)	1,800.00	1,704.00	96.00	94.67%
		629,600.00	-	-	629,600.00	435,904.86	193,695.14	69.24%

Fund: 001 - General Fund		BUDGET				FY 23-24 ACTUALS (Unaudited)	FINAL BUDGET v ACTUALS VARIANCE	Actual as % of Budget Benchmark = 75%
		FY 23-24 Adopted Budget	FY 23-24 Approved Amendments	FY 23-24 Budget Amendment - Requested	Proposed FY 23-24 Amended Budget			
Village Attorney						as of 9/30/2024	Favorable / (Unfavorable)	
001-0200-514-31	Professional Services	625,000.00	-	203,000.00	828,000.00	828,367.13	(367.13)	100.04%
	<i>Weiss, Serota (Litigation; Legal)</i>	<i>625,000.00</i>		<i>203,000.00</i>	<i>828,000.00</i>	<i>828,367.13</i>	(367.13)	
001-0200-514-41	Communications	2,500.00	-	(400.00)	2,100.00	2,098.62	1.38	99.93%
001-0200-514-51	Office Supplies & Expenses	2,500.00	-	(2,300.00)	200.00	163.28	36.72	81.64%
001-0200-514-54	Dues & Subscriptions	500.00	-	(330.00)	170.00	170.32	(0.32)	100.19%
		630,500.00	-	199,970.00	830,470.00	830,799.35	(329.35)	100.04%
Village Manager								
001-0300-512-12	Regular Salaries & Wages	565,700.00	(11,000.00)		554,700.00	396,044.13	158,655.87	71.40%
001-0300-512-14	Overtime	2,500.00	-		2,500.00	603.71	1,896.29	24.15%
001-0300-512-21	Payroll Taxes	38,100.00	-		38,100.00	30,319.28	7,780.72	79.58%
001-0300-512-22	Retirement Contributions	79,200.00	-		79,200.00	71,216.60	7,983.40	89.92%
001-0300-512-23	Employee Insurance Premiums	80,300.00	-		80,300.00	55,939.57	24,360.43	69.66%
001-0300-512-31	Professional Services	300,000.00	(8,000.00)		292,000.00	246,251.80	45,748.20	84.33%
	<i>Canal Consulting & Monitoring (WSP)</i>	<i>120,000.00</i>	<i>-</i>	<i>-</i>	<i>120,000.00</i>	<i>120,000.00</i>		
	<i>Vulnerability Assessment (WSP; grant-funded)</i>	<i>58,100.00</i>	<i>-</i>	<i>-</i>	<i>58,100.00</i>	<i>1,638.70</i>		
	<i>Swim Zone (Poseidon)</i>	<i>12,000.00</i>	<i>-</i>		<i>12,000.00</i>	<i>11,285.00</i>		
	<i>Evermorth Care (EAP)</i>	<i>-</i>	<i>-</i>		<i>-</i>	<i>8,708.26</i>		
	<i>Monroe County - Interim Manager</i>	<i>-</i>	<i>-</i>		<i>-</i>	<i>79,224.59</i>		
	<i>Other / Misc</i>	<i>109,900.00</i>	<i>(8,000.00)</i>		<i>101,900.00</i>	<i>25,395.25</i>		
001-0300-512-40	Travel & Per Diem	10,000.00	-	-	10,000.00	9,018.35	981.65	90.18%
001-0300-512-41	Communications	6,500.00	-		6,500.00	4,975.26	1,524.74	76.54%
001-0300-512-42	Freight & Postage	-	1,000.00	-	1,000.00	415.90	584.10	41.59%
001-0300-512-46	Repair & Maintenance	-	5,000.00		5,000.00	29.95	4,970.05	0.60%
001-0300-512-48	PR / Advertising	10,000.00	-		10,000.00	8,017.00	1,983.00	80.17%
001-0300-512-49	Other Expenses	15,000.00	-		15,000.00	12,990.67	2,009.33	86.60%
001-0300-512-51	Office Supplies & Expenses	6,500.00	-		6,500.00	3,937.03	2,562.97	60.57%
001-0300-512-52	Operating Supplies	-	5,000.00		5,000.00	4,733.76	266.24	94.68%

Fund: 001 - General Fund		BUDGET				FY 23-24 ACTUALS (Unaudited)	FINAL BUDGET v ACTUALS VARIANCE	Actual as % of Budget
		FY 23-24 Adopted Budget	FY 23-24 Approved Amendments	FY 23-24 Budget Amendment - Requested	Proposed FY 23-24 Amended Budget			
						as of 9/30/2024	Favorable / (Unfavorable)	Benchmark = 75%
001-0300-512-54	Dues & Subscriptions	13,600.00	-		13,600.00	12,298.09	1,301.91	90.43%
001-0300-512-55	Training	5,000.00	-		5,000.00	1,824.00	3,176.00	36.48%
		1,132,400.00	(8,000.00)	-	1,124,400.00	858,615.10	265,784.90	76.36%
<u>Village Clerk</u>								
001-0400-512-12	Regular Salaries & Wages	166,500.00	-	(2,100.00)	164,400.00	164,360.75	39.25	99.98%
001-0400-512-14	Overtime	5,000.00	-	1,430.00	6,430.00	6,431.26	(1.26)	100.02%
001-0400-512-21	Payroll Taxes	13,200.00	-	(350.00)	12,850.00	12,855.57	(5.57)	100.04%
001-0400-512-22	Retirement Contributions	23,900.00	-	(700.00)	23,200.00	23,184.53	15.47	99.93%
001-0400-512-23	Employee Insurance Premiums	20,900.00	-	(5,000.00)	15,900.00	15,871.05	28.95	99.82%
					-			
001-0400-512-31	Professional Services	10,500.00	(8,449.00)	(610.00)	1,441.00	1,439.90	1.10	99.92%
001-0400-512-40	Travel & Per Diem	3,500.00	414.00	1,200.00	5,114.00	5,108.30	5.70	99.89%
001-0400-512-41	Communications	3,500.00	-	(850.00)	2,650.00	2,642.40	7.60	99.71%
001-0400-512-42	Freight & Postage	500.00	500.00	(910.00)	90.00	88.47	1.53	98.30%
001-0400-512-48	PR / Advertising	-	3,620.00		3,620.00	3,620.50	(0.50)	100.01%
001-0400-512-49	Other Expenses	-	30.00	960.00	990.00	988.58	1.42	99.86%
001-0400-512-51	Office Supplies & Expenses	5,500.00	(1,200.00)	2,450.00	6,750.00	6,743.67	6.33	99.91%
001-0400-512-54	Dues & Subscriptions	18,000.00	14,285.00	3,450.00	35,735.00	35,732.30	2.70	99.99%
001-0400-512-55	Training	3,000.00	(1,200.00)	1,300.00	3,100.00	3,112.75	(12.75)	100.41%
		274,000.00	8,000.00	270.00	282,270.00	282,180.03	89.97	99.97%
<u>Finance</u>								
001-0500-513-12	Regular Salaries & Wages	473,400.00	-	(4,700.00)	468,700.00	468,679.40	20.60	100.00%
001-0500-513-14	Overtime	10,000.00	-	2,700.00	12,700.00	12,681.32	18.68	99.85%
001-0500-513-21	Payroll Taxes	36,400.00	-	(350.00)	36,050.00	36,019.46	30.54	99.92%
001-0500-513-22	Retirement Contributions	67,400.00	-	(1,100.00)	66,300.00	66,294.67	5.33	99.99%
001-0500-513-23	Employee Insurance Premiums	72,600.00	-	29,600.00	102,200.00	102,111.00	89.00	99.91%
001-0500-513-24	Workers' Compensation	110,000.00	-	8,200.00	118,200.00	118,179.80	20.20	99.98%

Fund: 001 - General Fund		BUDGET				FY 23-24 ACTUALS (Unaudited)	FINAL BUDGET v ACTUALS VARIANCE	Actual as % of Budget
		FY 23-24 Adopted Budget	FY 23-24 Approved Amendments	FY 23-24 Budget Amendment - Requested	Proposed FY 23-24 Amended Budget			
						as of 9/30/2024	Favorable / (Unfavorable)	Benchmark = 75%
001-0500-513-31	Professional Services	46,000.00	-	27,200.00	73,200.00	73,137.45	62.55	99.91%
	Integrity (Arbitrage)	2,500.00		200.00	2,700.00	2,953.13		
	Foster & Foster (OPEB Valuation)	5,000.00		-	5,000.00	4,700.00		
	Ben Few (Risk Mgmt Svcs)	36,000.00		-	36,000.00	36,000.00		
	Projected Point			25,000.00	25,000.00	24,728.00		
	Other / Misc	2,500.00		2,000.00	4,500.00	4,756.32		
001-0500-513-32	Accounting & Auditing Services	65,000.00	(6,520.00)		58,480.00	54,000.00	4,480.00	92.34%
001-0500-513-40	Travel & Per Diem	6,000.00	-	280.00	6,280.00	6,277.24	2.76	99.96%
001-0500-513-41	Communications	3,500.00	-		3,500.00	2,678.87	821.13	76.54%
001-0500-513-42	Freight & Postage	1,500.00	-	400.00	1,900.00	1,886.69	13.31	99.30%
001-0500-513-43	Utilities	55,000.00	-		55,000.00	37,495.21	17,504.79	68.17%
001-0500-513-44	Rentals & Leases	6,000.00	(2,000.00)		4,000.00	3,757.66	242.34	93.94%
001-0500-513-45	Insurance	565,500.00	-		565,500.00	562,121.35	3,378.65	99.40%
001-0500-513-46	Repair & Maintenance	-		489.00	489.00	489.00	-	100.00%
001-0500-513-48	PR / Advertising	1,000.00	(553.00)	1,600.00	2,047.00	2,071.50	(24.50)	101.20%
001-0500-513-49	Other Expenses	7,500.00	2,500.00		10,000.00	58,968.85	(48,968.85)	589.69%
001-0500-513-51	Office Supplies & Expenses	7,500.00	-	2,077.40	9,577.40	9,577.40	-	100.00%
001-0500-513-52	Operating Supplies	-	860.00	(860.00)	-	-	-	#DIV/0!
001-0500-513-54	Dues & Subscriptions	33,400.00	7,072.00	660.00	41,132.00	41,136.19	(4.19)	100.01%
001-0500-513-55	Training	4,000.00	(1,359.00)	325.00	2,966.00	2,966.00	-	100.00%
		1,571,700.00	-	66,521.40	1,638,221.40	1,660,529.06	(22,307.66)	101.36%
Planning								
001-0600-515-12	Regular Salaries & Wages	868,700.00	-	(604.00)	868,096.00	611,606.53	256,489.47	70.45%
001-0600-515-14	Overtime	10,000.00	-	0.77	10,000.77	1,091.13	8,909.64	10.91%
001-0600-515-21	Payroll Taxes	67,300.00	-	-	67,300.00	46,168.21	21,131.79	68.60%
001-0600-515-22	Retirement Contributions	122,400.00	-	(17,562.72)	104,837.28	86,675.57	18,161.71	82.68%
001-0600-515-23	Employee Insurance Premiums	135,300.00	-	31,830.95	167,130.95	167,130.95	-	100.00%

Fund: 001 - General Fund		BUDGET				FY 23-24 ACTUALS (Unaudited)	FINAL BUDGET v ACTUALS VARIANCE	Actual as % of Budget
		FY 23-24 Adopted Budget	FY 23-24 Approved Amendments	FY 23-24 Budget Amendment - Requested	Proposed FY 23-24 Amended Budget			
						as of 9/30/2024	Favorable / (Unfavorable)	Benchmark = 75%
001-0600-515-31	Professional Services	50,000.00	-	(23,000.00)	27,000.00	26,647.60	352.40	98.69%
	RES Florida (Eng/Stormwater Rvws)	15,000.00		(9,000.00)	6,000.00	2,585.49		
	McFarland Johnson (Site Plan Rvw)	5,000.00		-	5,000.00	4,890.91		
	Liquid Web (CV Portal Host)	2,500.00		-	2,500.00	1,918.42		
	Rebecca Jetton (Planning Support Svcs)	15,000.00		(4,000.00)	11,000.00	10,875.00		
	Highland Mapping (GIS)	5,000.00		(5,000.00)	-	-		
	CPH Consulting (Site Plan Rvws)	5,000.00		(5,000.00)	-	-		
	Other / Misc	2,500.00		-	2,500.00	6,377.78		
001-0600-515-40	Travel & Per Diem	5,000.00		-	5,000.00	1,185.68	3,814.32	23.71%
001-0600-515-41	Communications	5,000.00		-	5,000.00	4,530.52	469.48	90.61%
001-0600-515-42	Freight & Postage	5,000.00	(3,000.00)	360.00	2,360.00	2,358.83	1.17	99.95%
001-0600-515-46	Repair & Maintenance	5,000.00		4,500.00	9,500.00	9,409.17	90.83	99.04%
001-0600-515-48	PR / Advertising	8,000.00	4,361.00	2,050.00	14,411.00	14,384.92	26.08	99.82%
001-0600-515-51	Office Supplies & Expenses	8,000.00	(5,080.00)	800.00	3,720.00	3,709.41	10.59	99.72%
001-0600-515-49	Other Expenses	-	25.00	125.00	150.00	150.00	-	100.00%
001-0600-515-52	Operating Supplies	4,000.00	1,189.00	2,700.00	7,889.00	7,829.61	59.39	99.25%
001-0600-515-54	Dues & Subscriptions	37,000.00	2,964.00	2,900.00	42,864.00	42,819.23	44.77	99.90%
001-0600-515-55	Training	6,000.00	(459.00)	(4,100.00)	1,441.00	1,423.00	18.00	98.75%
		1,336,700.00		-	1,336,700.00	1,027,120.36	309,579.64	76.84%
IT & Communications								
001-0700-519-12	Regular Salaries & Wages	330,700.00		(6,400.00)	324,300.00	324,221.71	78.29	99.98%
001-0700-519-14	Overtime	2,500.00		(1,900.00)	600.00	591.56	8.44	98.59%
001-0700-519-21	Payroll Taxes	25,500.00		(1,000.00)	24,500.00	24,451.25	48.75	99.80%
001-0700-519-22	Retirement Contributions	46,500.00		(2,300.00)	44,200.00	44,188.86	11.14	99.97%
001-0700-519-23	Employee Insurance Premiums	80,300.00		(36,200.00)	44,100.00	44,067.36	32.64	99.93%

Fund: 001 - General Fund		BUDGET				FY 23-24 ACTUALS (Unaudited)	FINAL BUDGET v ACTUALS VARIANCE	Actual as % of Budget
		FY 23-24 Adopted Budget	FY 23-24 Approved Amendments	FY 23-24 Budget Amendment - Requested	Proposed FY 23-24 Amended Budget			
						as of 9/30/2024	Favorable / (Unfavorable)	Benchmark = 75%
001-0700-519-31	Professional Services	82,500.00	13,500.00	(8,700.00)	87,300.00	87,262.02	37.98	99.96%
	UDT (Managed Svcs)	35,000.00		(4,650.00)	30,350.00	30,349.43		
	Information Consultants (Laserfiche)		13,500.00		13,500.00	13,500.00		
	Liquid Web (Web Site Host)	2,000.00		(200.00)	1,800.00	1,814.56		
	Global Relay (Email Archive)	20,000.00		(2,300.00)	17,700.00	17,674.56		
	SHI - Xi Leap Cloud Svcs	23,000.00		-	23,000.00	22,977.00		
	Other / Misc	2,500.00		(1,550.00)	950.00	946.47		
001-0700-519-40	Travel & Per Diem	8,000.00	(67.00)	(5,200.00)	2,733.00	2,727.00	6.00	99.78%
001-0700-519-41	Communications	51,800.00		(4,900.00)	46,900.00	46,890.30	9.70	99.98%
001-0700-519-42	Postage	-	67.00		67.00	66.96	0.04	99.94%
001-0700-519-44	Rentals & Leases	13,500.00		(9,000.00)	4,500.00	4,435.32	64.68	98.56%
001-0700-519-46	Repair & Maintenance	10,000.00	2,640.00		12,640.00	12,639.41	0.59	100.00%
001-0700-519-51	Office Supplies	2,500.00	410.00	1,600.00	4,510.00	4,480.73	29.27	99.35%
001-0700-519-52	Operating Supplies	25,000.00	(13,500.00)	2,300.00	13,800.00	13,711.14	88.86	99.36%
001-0700-519-54	Dues & Subscriptions	77,800.00	(3,695.00)	(2,589.72)	71,515.28	69,713.23	1,802.05	97.48%
001-0700-519-55	Training	3,000.00	645.00	3,560.00	7,205.00	7,201.06	3.94	99.95%
		759,600.00		(70,729.72)	688,870.28	686,647.91	2,222.37	99.68%
Local Law Enforcement (MCSO)								
001-0800-521-12	Regular Salaries & Wages	57,900.00		(5,600.00)	52,300.00	52,277.34	22.66	99.96%
001-0800-521-14	Overtime	500.00		-	500.00	344.00	156.00	68.80%
001-0800-521-21	Payroll Taxes	4,500.00		-	4,500.00	3,691.29	808.71	82.03%
001-0800-521-22	Retirement Contributions	8,200.00			8,200.00	7,149.67	1,050.33	87.19%
001-0800-521-23	Employee Insurance Premiums	34,100.00			34,100.00	7,895.99	26,204.01	23.16%
001-0800-521-31	Professional Services (MCSO Contract)	2,773,000.00			2,773,000.00	2,689,952.99	83,047.01	97.01%
001-0800-521-40	Travel & Per Diem	5,000.00	(2,349.00)	(600.00)	2,051.00	175.00	1,876.00	8.53%
001-0800-521-41	Communications	7,500.00		-	7,500.00	7,282.87	217.13	97.10%
001-0800-521-42	Freight & Postage	500.00		-	500.00	0.88	499.12	0.18%
001-0800-521-46	Repair & Maintenance	5,000.00	327.00	1,689.50	7,016.50	7,016.22	0.28	100.00%
001-0800-521-51	Office Supplies & Expenses	2,500.00		-	2,500.00	1,548.92	951.08	61.96%

Fund: 001 - General Fund		BUDGET				FY 23-24 ACTUALS (Unaudited)	FINAL BUDGET v ACTUALS VARIANCE	Actual as % of Budget
		FY 23-24 Adopted Budget	FY 23-24 Approved Amendments	FY 23-24 Budget Amendment - Requested	Proposed FY 23-24 Amended Budget			
						as of 9/30/2024	Favorable / (Unfavorable)	Benchmark = 75%
001-0800-521-52	Operating Supplies	85,000.00		4,343.37	89,343.37	89,343.37	-	100.00%
001-0800-521-54	Dues & Subscriptions	1,500.00	2,022.00	167.13	3,689.13	3,689.13	-	100.00%
001-0800-521-55	Training	5,000.00			5,000.00	-	5,000.00	0.00%
		2,990,200.00		-	2,990,200.00	2,870,367.67	119,832.33	95.99%
Fire Rescue								
001-0900-522-12	Regular Salaries & Wages	3,260,800.00		76,100.00	3,336,900.00	3,336,837.20	62.80	100.00%
001-0900-522-13	Other Salaries & Wages	100,000.00		(39,000.00)	61,000.00	60,436.38	563.62	99.08%
001-0900-522-14	Overtime	591,400.00		(63,000.00)	528,400.00	528,053.33	346.67	99.93%
001-0900-522-21	Payroll Taxes	302,400.00		(5,000.00)	297,400.00	297,266.38	133.62	99.96%
001-0900-522-22	Retirement Contributions	1,249,400.00		(40,000.00)	1,209,400.00	1,208,481.84	918.16	99.92%
001-0900-522-23	Employee Insurance Premiums	513,400.00		58,100.00	571,500.00	571,462.54	37.46	99.99%
001-0900-522-31	Professional Services	93,500.00		(5,000.00)	88,500.00	88,486.20	13.80	99.98%
	Professional ER Svcs (Medical Dir)	65,000.00		(5,000.00)	60,000.00	57,939.20		
	Prof Practice Spt (EMS Billing)	5,000.00		(2,000.00)	3,000.00	709.00		
	Collection Information Bureau	1,000.00		-	1,000.00	-		
	LifeScan Wellness	20,000.00		2,000.00	22,000.00	22,080.00		
	Other / Misc	2,500.00		-	2,500.00	7,758.00		
001-0900-522-40	Travel & Per Diem	30,000.00		(21,000.00)	9,000.00	8,377.59	622.41	93.08%
001-0900-522-41	Communications	51,500.00		3,050.00	54,550.00	54,531.06	18.94	99.97%
001-0900-522-42	Freight & Postage	1,500.00	1,000.00	(600.00)	1,900.00	1,844.40	55.60	97.07%
001-0900-522-43	Utilities	38,000.00		1,800.00	39,800.00	39,776.25	23.75	99.94%
001-0900-522-44	Rentals & Leases	200,000.00		(9,800.00)	190,200.00	190,101.60	98.40	99.95%
001-0900-522-45	Insurance	20,000.00	10,092.00	3,100.00	33,192.00	33,165.62	26.38	99.92%
001-0900-522-46	Repair & Maintenance	220,000.00		50,800.00	270,800.00	270,783.04	16.96	99.99%
001-0900-522-48	PR / Advertising	-		330.00	330.00	328.00	2.00	99.39%
001-0900-522-49	Other Expenses	-	2,034.00	8,700.00	10,734.00	10,662.28	71.72	99.33%
001-0900-522-51	Office Supplies & Expenses	10,000.00		(6,100.00)	3,900.00	3,857.85	42.15	98.92%

Islamorada, Village of Islands
FY 23-24 Budget Amendment
September 30, 2024

EXHIBIT A

Fund: 001 - General Fund		BUDGET				FY 23-24 ACTUALS (Unaudited)	FINAL BUDGET v ACTUALS VARIANCE	Actual as % of Budget
		FY 23-24 Adopted Budget	FY 23-24 Approved Amendments	FY 23-24 Budget Amendment - Requested	Proposed FY 23-24 Amended Budget			
						as of 9/30/2024	Favorable / (Unfavorable)	Benchmark = 75%
001-0900-522-52	Operating Supplies	307,000.00	(13,126.00)	(20,000.00)	273,874.00	270,165.09	3,708.91	98.65%
001-0900-522-54	Dues & Subscriptions	50,000.00		(3,900.00)	46,100.00	46,089.13	10.87	99.98%
001-0900-522-55	Training	45,000.00		(13,300.00)	31,700.00	31,619.22	80.78	99.75%
		7,083,900.00	-	(24,720.00)	7,059,180.00	7,052,325.00	6,855.00	99.90%
Code Compliance								
001-1100-524-12	Regular Salaries & Wages	131,400.00		(22,000.00)	109,400.00	108,759.35	640.65	99.41%
001-1100-524-14	Overtime	7,500.00		(5,000.00)	2,500.00	2,266.02	233.98	90.64%
001-1100-524-21	Payroll Taxes	10,700.00		(2,300.00)	8,400.00	8,308.05	91.95	98.91%
001-1100-524-22	Retirement Contributions	19,400.00		(4,000.00)	15,400.00	15,203.62	196.38	98.72%
001-1100-524-23	Employee Insurance Premiums	25,300.00		(12,000.00)	13,300.00	12,917.75	382.25	97.13%
001-1100-524-31	Professional Services	20,000.00		-	20,000.00	8,081.00	11,919.00	40.41%
	Billing, Cochran, Lyles, et. al. (Code Magistra	15,000.00		-	15,000.00	7,750.00		
	Monroe Cty Clerk of Courts (recordings)	5,000.00		-	5,000.00	331.00		
001-1100-524-40	Travel & Per Diem	4,000.00	(888.00)	(1,200.00)	1,912.00	1,846.74	65.26	96.59%
001-1100-524-41	Communications	5,000.00		-	5,000.00	4,287.72	712.28	85.75%
001-1100-524-42	Freight & Postage	2,500.00		-	2,500.00	2,276.34	223.66	91.05%
001-1100-524-46	Repair & Maintenance	10,000.00	(2,500.00)	(3,500.00)	4,000.00	3,943.61	56.39	98.59%
001-1100-524-48	PR/Advertising	-	888.00		888.00	887.65	0.35	99.96%
001-1100-524-51	Office Supplies & Other Expenses	2,500.00			2,500.00	2,082.99	417.01	83.32%
001-1100-524-52	Operating Supplies	5,000.00		1,593.29	6,593.29	6,593.29	-	100.00%
001-1100-524-54	Dues & Subscriptions	29,300.00	2,500.00	35.91	31,835.91	31,835.91	-	100.00%
001-1100-524-55	Training	4,000.00		(2,500.00)	1,500.00	1,350.00	150.00	90.00%
		276,600.00	-	(50,870.80)	225,729.20	210,640.04	15,089.16	93.32%

Fund: 001 - General Fund		BUDGET				FY 23-24 ACTUALS (Unaudited)	FINAL BUDGET v ACTUALS VARIANCE	Actual as % of Budget
		FY 23-24 Adopted Budget	FY 23-24 Approved Amendments	FY 23-24 Budget Amendment - Requested	Proposed FY 23-24 Amended Budget			
						as of 9/30/2024	Favorable / (Unfavorable)	Benchmark = 75%
Public Works - Roadway Maintenance								
001-1200-541-12	Regular Salaries & Wages	793,900.00		(73,000.00)	720,900.00	720,157.32 *	742.68	99.90%
001-1200-541-14	Overtime	20,000.00		7,763.10	27,763.10	27,763.10 *	-	100.00%
001-1200-541-21	Payroll Taxes	62,300.00		(5,800.00)	56,500.00	56,432.93 *	67.07	99.88%
001-1200-541-22	Retirement Contributions	109,200.00		5,652.37	114,852.37	114,852.37 *	-	100.00%
001-1200-541-23	Life & Health Insurance	138,000.00		7,911.87	145,911.87	145,911.87 *	-	100.00%
001-1200-541-31	Professional Services	-		683.20	683.20	683.20	-	100.00%
001-1200-541-40	Travel & Per Diem	3,500.00		888.58	4,388.58	4,388.58 *	-	100.00%
001-1200-541-41	Communications	18,000.00		(1,700.00)	16,300.00	16,203.60 *	96.40	99.41%
001-1200-541-42	Freight & Postage	-	500.00	(300.00)	200.00	166.64 *	33.36	83.32%
001-1200-541-43	Utilities	100,000.00		(23,000.00)	77,000.00	76,177.15 *	822.85	98.93%
001-1200-541-44	Rentals & Leases	10,000.00		1,201.91	11,201.91	11,201.91 *	-	100.00%
001-1200-541-46	Repair & Maintenance	370,000.00		(184,000.00)	186,500.00	184,368.84 *	2,131.16	98.86%
	<i>Elevator Inspections</i>	<i>3,500.00</i>		<i>(1,000.00)</i>	<i>2,500.00</i>	<i>1,984.54</i>		
	<i>Vehicle R&M</i>	<i>32,000.00</i>		<i>8,000.00</i>	<i>40,000.00</i>	<i>40,867.94</i>		
	<i>Equipment R&M</i>	<i>20,000.00</i>		<i>(1,500.00)</i>	<i>18,500.00</i>	<i>18,355.20</i>		
	<i>Building & Facility R&M</i>	<i>50,000.00</i>		<i>(19,000.00)</i>	<i>31,000.00</i>	<i>30,378.66</i>		
	<i>Fla Keys Aeration Canal Project R&M</i>	<i>15,000.00</i>		<i>15,000.00</i>	<i>30,000.00</i>	<i>29,249.50</i>		
	<i>Invasive Plant Removal (Stantec)</i>	<i>25,000.00</i>		<i>(9,000.00)</i>	<i>16,000.00</i>	<i>15,750.00</i>		
	<i>Island Pride Cleaning Service</i>	<i>15,000.00</i>		<i>(3,000.00)</i>	<i>12,000.00</i>	<i>11,588.00</i>		
	<i>Other Regular R&M</i>	<i>4,500.00</i>		<i>14,000.00</i>	<i>18,500.00</i>	<i>18,500.00</i>		
	<i>Village Hall - seal joints & repaint</i>	<i>200,000.00</i>		<i>(182,000.00)</i>	<i>18,000.00</i>	<i>17,695.00</i> x		
001-1200-541-48	PR/Advertising	-	328.00	600.00	928.00	898.00		
001-1200-541-51	Office Supplies	3,000.00	504.00		3,504.00	3,503.91 *	0.09	100.00%
001-1200-541-52	Operating Supplies	170,000.00	(1,004.00)	(34,500.00)	134,496.00	134,438.51 *	57.49	99.96%
001-1200-541-54	Dues & Subscriptions	1,700.00		-	1,700.00	1,360.51 *	339.49	80.03%
001-1200-541-55	Training	5,000.00	(328.00)	(3,500.00)	1,172.00	773.00 *	399.00	65.96%
001-1200-541-99	Allocation to Transportation Fund	(1,173,000.00)		-	(1,173,000.00)	(974,532.94) *	(198,467.06)	83.08%
		631,600.00	-	(301,098.97)	330,073.03	524,748.50	(193,777.47)	158.98%

Fund: 001 - General Fund		BUDGET				FY 23-24 ACTUALS (Unaudited)	FINAL BUDGET v ACTUALS VARIANCE	Actual as % of Budget
		FY 23-24 Adopted Budget	FY 23-24 Approved Amendments	FY 23-24 Budget Amendment - Requested	Proposed FY 23-24 Amended Budget			
						as of 9/30/2024	Favorable / (Unfavorable)	Benchmark = 75%
<u>Public Works - Fills</u>								
001-1201-541-12	Regular Salaries & Wages	41,100.00		(340.00)	40,760.00	40,753.18	6.82	99.98%
001-1201-541-14	Overtime	120,000.00		17,250.00	137,250.00	137,200.05	49.95	99.96%
001-1201-541-21	Payroll Taxes	3,200.00	6,346.00	4,000.00	13,546.00	13,492.79	53.21	99.61%
001-1201-541-22	Retirement Contributions	5,700.00		35.00	5,735.00	5,734.17	0.83	99.99%
001-1201-541-23	Employee Insurance Premiums	5,000.00		(1,000.00)	4,000.00	3,927.77	72.23	98.19%
001-1201-541-44	Rentals & Leases	5,000.00	(5,000.00)		-	-	-	#DIV/0!
001-1201-541-52	Operating Supplies	2,500.00	(1,346.00)	(1,150.00)	4.00	-	4.00	0.00%
		182,500.00	-	18,795.00	201,295.00	201,107.96	187.04	99.91%
<u>Parks & Recreation</u>								
001-1300-572-12	Regular Salaries & Wages	1,011,500.00		(227,000.00)	784,500.00	783,658.34	841.66	99.89%
001-1300-572-13	Other Salaries & Wages	209,400.00		(20,000.00)	189,400.00	188,454.25	945.75	99.50%
001-1300-572-14	Overtime	40,000.00		-	40,000.00	39,460.45	539.55	98.65%
001-1300-572-21	Payroll Taxes	96,500.00		(20,000.00)	76,500.00	76,160.75	339.25	99.56%
001-1300-572-22	Retirement Contributions	151,200.00		(49,000.00)	102,200.00	101,869.66	330.34	99.68%
001-1300-572-23	Employee Insurance Premiums	252,400.00		183,000.00	435,400.00	435,134.02	265.98	99.94%
001-1300-572-31	Professional Services	480,800.00		(88,000.00)	392,800.00	392,659.59	140.41	99.96%
	<i>Swimming</i>	<i>63,000.00</i>		<i>-</i>	<i>63,000.00</i>	<i>48,187.80</i>	<i>14,812.20</i>	<i>76.49%</i>
	<i>Synchronized Swimming</i>	<i>12,600.00</i>		<i>1,098.00</i>	<i>13,698.00</i>	<i>13,698.00</i>		
	<i>Tennis</i>	<i>202,500.00</i>		<i>(36,150.00)</i>	<i>166,350.00</i>	<i>154,764.00</i>		
	<i>Fitness</i>	<i>25,200.00</i>		<i>-</i>	<i>25,200.00</i>	<i>25,000.00</i>		
	<i>Diving</i>	<i>10,800.00</i>		<i>(48.00)</i>	<i>10,752.00</i>	<i>7,242.00</i>		
	<i>Freediving</i>	<i>12,600.00</i>		<i>(8,600.00)</i>	<i>4,000.00</i>	<i>3,870.00</i>		
	<i>Water Aerobics</i>	<i>21,600.00</i>		<i>-</i>	<i>21,600.00</i>	<i>17,109.00</i>		
	<i>Pool Rehab Consultant</i>	<i>100,000.00</i>		<i>(46,000.00)</i>	<i>54,000.00</i>	<i>43,303.00</i>		
	<i>Concept Design - Pickleball Courts</i>	<i>25,000.00</i>		<i>(10,000.00)</i>	<i>15,000.00</i>	<i>14,544.00</i>		
	<i>Rollkall - weekend deputy detail</i>	<i>-</i>		<i>11,700.00</i>	<i>11,700.00</i>	<i>11,652.79</i>		
	<i>Other / Misc</i>	<i>7,500.00</i>		<i>-</i>	<i>7,500.00</i>	<i>53,289.00</i>		

Fund: 001 - General Fund		BUDGET				FY 23-24 ACTUALS (Unaudited)	FINAL BUDGET v ACTUALS VARIANCE	Actual as % of Budget
		FY 23-24 Adopted Budget	FY 23-24 Approved Amendments	FY 23-24 Budget Amendment - Requested	Proposed FY 23-24 Amended Budget			
						as of 9/30/2024	Favorable / (Unfavorable)	Benchmark = 75%
001-1300-572-40	Travel & Per Diem	3,000.00		(2,600.00)	400.00	353.19	46.81	88.30%
001-1300-572-41	Communications	35,800.00		(16,000.00)	19,800.00	19,065.22	734.78	96.29%
001-1300-572-42	Freight & Postage	500.00		-	500.00	59.13	440.87	11.83%
001-1300-572-43	Utilities	364,000.00		(24,000.00)	340,000.00	339,756.88	243.12	99.93%
001-1300-572-44	Rentals & Leases	2,500.00		-	2,500.00	1,840.01	659.99	73.60%
001-1300-572-46	Repair & Maintenance	111,000.00		(3,000.00)	108,000.00	107,140.80	859.20	99.20%
001-1300-572-48	PR / Advertising	7,500.00		(1,800.00)	5,700.00	5,616.79	83.21	98.54%
001-1300-572-49	Other Expenses	-		450.00	450.00	449.98	0.02	100.00%
001-1300-572-51	Office Supplies & Expenses	7,500.00		1,300.00	8,800.00	8,717.36	82.64	99.06%
001-1300-572-52	Operating Supplies	200,000.00	(13,645.00)	(10,000.00)	176,355.00	176,153.78	201.22	99.89%
001-1300-572-54	Dues & Subscriptions	4,000.00		-	4,000.00	3,251.29	748.71	81.28%
001-1300-572-55	Training	3,000.00		(1,900.00)	1,100.00	1,038.03	61.97	94.37%
001-1300-574-49	Special Events	40,000.00	13,645.00	3,000.00	56,645.00	56,695.76	(50.76)	100.09%
		3,020,600.00	-	(275,550.00)	2,745,050.00	2,737,535.28	7,514.72	99.73%
Transfers Out								
001-9000-581-01	Transfer to Transportation Fund (103)	831,200.00			831,200.00	630,215.73	200,984.27	75.82%
001-9000-581-06	Transfer to Debt Service Fund (200)	305,000.00		-	305,000.00	304,129.69	870.31	99.71%
001-9000-581-08	Transfer to Capital Projects Fund (300)	300,000.00		1,500,000.00	1,800,000.00	1,819,374.00	(19,374.00)	101.08%
	General Purchases	150,000.00		-	150,000.00	237,357.00	(87,357.00)	
	Landscape Mitigation	150,000.00		-	150,000.00	82,017.00	67,983.00	
	Purchase of ICC			1,500,000.00	1,500,000.00	1,500,000.00	-	
001-9000-581-43	Transfer to Solid Waste Fund (102)	127,000.00		-	127,000.00	127,000.00	-	100.00%
		1,563,200.00	-	1,500,000.00	3,063,200.00	2,880,719.42	182,480.58	94.04%
	Total Expenditures	22,083,100.00	-	1,062,586.91	23,145,258.91	22,259,240.54	886,916.37	96.17%
	REVENUES OVER/(UNDER) EXPENDITURES	(194,600.00)	853,396.00	(601,953.91)	57,270.09	762,922.34		
	Addition to / (Use of) Fund Balance							

Fund: 001 - General Fund	BUDGET				FY 23-24 ACTUALS (Unaudited)	FINAL BUDGET v ACTUALS VARIANCE	Actual as % of Budget
	FY 23-24 Adopted Budget	FY 23-24 Approved Amendments	FY 23-24 Budget Amendment - Requested	Proposed FY 23-24 Amended Budget			
					as of 9/30/2024	Favorable / (Unfavorable)	Benchmark = 75%

Fund Balance - Ending, 9/30/2024 (Projected)

001-280-000	Fund Bal - Nonspendable	262,600.00	-	-	262,600.00	239,844.00
001-281-001	Fund Bal - Restricted - MCSO Training	62,500.00	-	-	62,500.00	72,504.45
001-282-002	Fund Bal - Committed - Landscape Mitigation	780,400.00	-	-	780,400.00	839,347.94
001-283-000	Fund Bal - Assigned - Hurricane Response	8,755,400.00	-	-	8,755,400.00	9,258,103.56
001-284-000	Fund Bal - Unassigned	4,549,300.00	-	-	4,549,300.00	4,495,892.39
		14,410,200.00	-	-	14,410,200.00	14,905,692.34

Islamorada, Village of Islands
FY 23-24 Budget Amendment
September 30, 2024

Fund: 101 - Impact Fee Fund		BUDGET				FY 23-24 ACTUALS (Unaudited)	
		FY 23-24 Adopted Budget	FY 23-24 Approved Amendments	FY 23-24 Budget Amendment - Requested	Proposed FY 23-24 Amended Budget		
							as of 9/30/2024
Fund Balance - Beginning, 10/1/2023							
101-282-000	Fund Bal - Committed - Transportation Imp Fees	683,500.00	-	12,500.00	696,000.00	696,025.00	
101-282-001	Fund Bal - Committed - Fire Rescue Imp Fees	500,000.00	-	5,700.00	505,700.00	505,708.00	
101-282-002	Fund Bal - Committed - Parks & Rec Imp Fees	1,286,400.00	-	-	1,286,400.00	1,205,120.00	
		2,469,900.00		18,200.00	2,488,100.00	2,406,853.00	
Revenues							
101-324-110	Impact Fees - Fire Rescue - Residential	30,000.00	7,109.00	8,000.00	45,109.00	45,199.89	
101-324-120	Impact Fees - Fire Rescue - Commercial	-	27,000.00	2,000.00	29,000.00	28,873.49	
101-324-310	Impact Fees - Transportation - Residential	40,000.00	1,775.00	11,000.00	52,775.00	52,393.84	
101-324-320	Impact Fees - Transportation - Commercial	-		-	-	-	
101-324-610	Impact Fees - Parks & Recreation - Residential	150,000.00	-	38,000.00	188,000.00	188,077.00	
101-324-620	Impact Fees - Parks & Recreation - Commercial	-	2,000.00	3,900.00	5,900.00	5,900.85	
101-361-000	Interest Revenue	20,000.00	73,960.00	51,000.00	144,960.00	144,886.45	
	Total Revenues	240,000.00	111,844.00	113,900.00	465,744.00	465,331.52	
Expenditures							
101-9000-581-91	Transfer to Cap Proj Fund	899,000.00	-	84,400.00	983,400.00	983,360.29	
	Fire (Storage Building)	170,000.00	-	(164,000.00)	6,000.00	5,900.00	
	Fire (Hydrants)	-		-	-	-	
	Parks & Rec (GTH Improvements)	110,000.00	-	810,000.00	920,000.00	920,265.48	
	Parks & Rec (KTCP Boardwalk)	12,000.00	-	2,000.00	14,000.00	14,069.25	
	Parks & Rec (Plantation Tropical Preserve)	607,000.00	-	-	607,000.00	43,125.56	
	Total Expenditures	899,000.00	-	-	983,400.00	983,360.29	
REVENUES OVER/(UNDER) EXPENDITURES		(659,000.00)	111,844.00	113,900.00	(517,656.00)	(518,028.77)	
Addition to / (Use of) Fund Balance							
Fund Balance - Ending, 9/30/2024 (Projected)							
101-282-000	Fund Bal - Committed - Transportation Imp Fees	723,500.00	1,775.00	23,500.00	748,775.00	790,305.51	
101-282-001	Fund Bal - Committed - Fire Rescue Imp Fees	360,000.00	34,109.00	179,700.00	573,809.00	604,323.47	
101-282-002	Fund Bal - Committed - Parks & Rec Imp Fees	727,400.00	75,960.00	(719,100.00)	84,260.00	494,195.25	
		1,810,900.00	111,844.00	(515,900.00)	1,406,844.00	1,888,824.23	

Islamorada, Village of Islands
FY 23-24 Budget Amendment
September 30, 2024

EXHIBIT A

Fund: 102 - Solid Waste Fund		BUDGET				FY 23-24 ACTUALS (Unaudited)	FINAL BUDGET v ACTUALS VARIANCE	Actual as % of Budget
		FY 23-24 Adopted Budget	FY 23-24 Approved Amendments	FY 23-24 Budget Amendment - Requested	Proposed FY 23-24 Amended Budget			
						as of 9/30/2024	Favorable / (Unfavorable)	Benchmark = 75%
Fund Balance - Beginning, 10/1/2023								
102-282-000	Fund Bal - Committed	24,077.00	-		24,077.00	39,513.76		
		24,077.00	-	-	24,077.00	39,513.76		
Revenues								
102-325-101	Assessment Revenue	2,082,400.00	2,279.00		2,084,679.00	2,089,401.14	4,722.14	100.23%
102-361-000	Interest Revenue	5,000.00	7,620.00		12,620.00	4,067.90	(8,552.10)	32.23%
102-381-001	Transfer from General Fund	127,000.00	-		127,000.00	127,000.00	-	100.00%
	Total Revenues	2,214,400.00	9,899.00	-	2,224,299.00	2,220,469.04	(3,829.96)	99.83%
Expenditures								
102-1200-534-12	Regular Salaries & Wages	14,400.00	-		14,400.00	14,086.71	313.29	97.82%
102-1200-534-21	Payroll Taxes	1,100.00	-	56.26	1,156.26	1,156.26	-	100.00%
102-1200-534-22	Retirement Contributions	2,100.00	-	(56.26)	2,043.74	1,904.38	139.36	93.18%
102-1200-534-23	Employee Insurance Premiums	1,300.00	-		1,300.00	1,048.74	251.26	80.67%
102-1200-534-24	Workers' Comp Insurance	500.00	-		500.00	200.76	299.24	40.15%
102-1200-534-31	Professional Services	8,000.00	-		8,000.00	6,083.13	1,916.87	76.04%
102-1200-534-43	Solid Waste (Utility) Services	2,186,000.00	-		2,186,000.00	2,176,554.18	9,445.82	99.57%
102-1200-534-47	Insurance	500.00	-		500.00	717.80	(217.80)	41.16%
102-1200-534-48	Legal Advertisements	500.00	-		500.00	476.80	23.20	95.36%
	Total Expenditures	2,214,400.00	-	-	2,214,400.00	2,201,713.76	6,603.11	99.43%
REVENUES OVER/(UNDER) EXPENDITURES		-	9,899.00		9,899.00	18,755.28		
Addition to / (Use of) Fund Balance								
Fund Balance - Ending, 9/30/2024 (Projected)								
102-282-000	Fund Bal - Committed	24,077.00				58,269.04		
		24,077.00				58,269.04		

Islamorada, Village of Islands
FY 23-24 Budget Amendment
September 30, 2024

EXHIBIT A

Fund: 103 - Transportation Fund		BUDGET				FY 23-24 ACTUALS (Unaudited) as of 9/30/2024	FINAL BUDGET v ACTUALS VARIANCE Favorable / (Unfavorable)	Actual as % of Budget Benchmark = 75%
		FY 23-24 Adopted Budget	FY 23-24 Approved Amendments	FY 23-24 Budget Amendment - Requested	Proposed FY 23-24 Amended Budget			
Fund Balance - Beginning, 10/1/2023								
103-281-001	Fund Bal - Restricted	54,700.00	-		54,700.00	-		
103-284-000	Fund Bal - Unassigned					-		
		54,700.00	-		54,700.00	-		
Revenues								
103-312-410	1st Local Option Fuel Tax	294,500.00	-		294,500.00	273,843.07	(20,656.93)	92.99%
103-312-420	2nd Local Option Fuel Tax	234,700.00	-		234,700.00	198,779.10	(35,920.90)	84.69%
103-331-001	FEMA Reimb - Irma	-			141,500.00	141,512.20	12.20	100.01%
103-334-001	FDEM Reimb - Irma	-			7,800.00	7,861.79	61.79	100.79%
103-334-430	FDOT Transit Development Grant	276,700.00	-		276,700.00	41,465.17	(235,234.83)	14.99%
103-334-420	FDOT Maintenance Contract	65,000.00	-	17,000.00	82,000.00	82,055.00	55.00	100.07%
103-335-120	State Revenue Sharing - Municipal Fuel	475,400.00	-	46,000.00	521,400.00	521,575.81	175.81	100.03%
103-338-000	MoCo ILA-Supplemental Gas Tax	22,200.00	-		22,200.00	22,236.00	36.00	100.16%
103-381-001	Transfer from General Fund (Half Cent Sales Tax)	1,703,300.00	-		1,703,300.00	630,215.73	(1,073,084.27)	37.00%
	Total Revenues	3,071,800.00	-	63,000.00	3,284,100.00	1,919,543.87	(291,471.86)	58.45%
Expenditures								
103-1200-541-01	Freebee Ridesharing Services	553,400.00	-	(185,000.00)	368,400.00	368,350.34	49.66	99.99%
103-1200-541-02	Road Micro-sealing	250,000.00	-	(250,000.00)	-	-	-	#DIV/0!
103-1200-541-04	Road Elevation Planning Study	420,000.00	-	(412,000.00)	8,000.00	7,853.33	146.67	98.17%
103-1200-541-99	Public Works Roadways Allocation	1,375,100.00	-		1,375,100.00	974,532.94	400,567.06	70.87%
		2,598,500.00	-	(847,000.00)	1,751,500.00	1,350,736.61	400,763.39	77.12%
103-1200-581-01	Transfer to Govtl DS Fund	528,000.00	-	-	528,000.00	528,296.53	(296.53)	100.06%
	Total Expenditures	3,126,500.00	-	(847,000.00)	2,279,500.00	1,879,033.14	400,466.86	82.43%
REVENUES OVER/(UNDER) EXPENDITURES		(54,700.00)	-	(784,000.00)	1,004,600.00	40,510.73		
Addition to / (Use of) Fund Balance								
Fund Balance - Ending, 9/30/2024 (Projected)								
103-281-001	Fund Bal - Restricted	-	-		1,059,300.00	40,510.73		
		-	-		1,059,300.00	40,510.73		

Fund: 104 - Affordable Housing Fund		BUDGET				FY 23-24 ACTUALS (Unaudited) as of 9/30/2024	FINAL BUDGET v ACTUALS VARIANCE Favorable / (Unfavorable)	Actual as % of Budget Benchmark = 75%
		FY 23-24 Adopted Budget	FY 23-24 Approved Amendments	FY 23-24 Budget Amendment - Requested	Proposed FY 23-24 Amended Budget			
Fund Balance - Beginning, 10/1/2023								
104-282-000	Fund Bal - Committed	1,141,700.00	-		1,141,700.00	1,095,056.79		
104-284-000	Fund Bal - Unassigned					97,956.12		
		1,141,700.00	-		1,141,700.00	1,193,012.91		
Revenues								
104-324-410	Impact Fees - Affordable Housing - Residential	100,000.00	7,040.00	29,000.00	136,040.00	136,124.95	84.95	100.06%
104-324-420	Impact Fees - Affordable Housing - Commercial	5,000.00	75,000.00		80,000.00	74,419.16	(5,580.84)	93.02%
104-361-100	Interest Revenue	15,000.00	42,980.00	31,100.00	89,080.00	89,162.38	82.38	100.09%
104-383-001	Aff Hsng Lease Proceeds	5,300.00	-	1,300.00	6,600.00	6,650.51	50.51	100.77%
104-369-000	Miscellaneous Revenue	-	600.00		600.00	600.00	-	100.00%
	Total Revenues	125,300.00	125,620.00	61,400.00	312,320.00	306,957.00	(5,363.00)	98.28%
Expenditures								
104-0000-554-31	Professional Services	20,000.00	-		20,000.00	3,600.00	16,400.00	18.00%
104-0000-554-83	Grants & Aid to Private Citizens	30,000.00	-		30,000.00	10,000.00	20,000.00	33.33%
	Total Expenditures	50,000.00	-	-	50,000.00	13,600.00	36,400.00	27.20%
REVENUES OVER/(UNDER) EXPENDITURES		75,300.00	125,620.00	61,400.00	262,320.00	293,357.00		
Addition to / (Use of) Fund Balance								
#								
Fund Balance - Ending, 9/30/2024 (Projected)								
104-282-000	Fund Bal - Committed	1,217,000.00	125,620.00	61,400.00	1,404,020.00	1,486,369.91		
		1,217,000.00	125,620.00	61,400.00	1,404,020.00	1,486,369.91		

Islamorada, Village of Islands
FY 23-24 Budget Amendment
September 30, 2024

EXHIBIT A

Fund 107 - Building Fund		BUDGET				FY 23-24 ACTUALS (Unaudited) as of 9/30/2024	FINAL BUDGET v ACTUALS VARIANCE Favorable / (Unfavorable)	Actual as % of Budget Benchmark = 75%
		FY 23-24 Adopted Budget	FY 23-24 Approved Amendments	FY 23-24 Budget Amendment - Requested	Proposed FY 23-24 Amended Budget			
Fund Balance - Beginning, 10/1/2023								
107-281-000	Fund Bal - Restricted - Other Bldg Activities	754,000.00	-		754,000.00	450,433.34		
107-282-000	Fund Bal - Committed - Fla Bldg Code Enf	256,100.00	-		256,100.00	263,372.36		
		1,010,100.00	-		1,010,100.00	713,805.70		
Revenues								
107-316-000	Contractor Registration Fees	25,000.00	-		25,000.00	21,797.00	(3,203.00)	87.19%
107-322-000	Building Permit Fees	1,800,000.00	-	69,000.00	1,869,000.00	1,869,444.66	444.66	100.02%
107-331-001	FEMA HMGP Watershed Mgmt Grant	-		180,100.00	180,100.00	180,071.25	(28.75)	
107-361-001	Interest Revenue	10,000.00	18,702.00	19,600.00	48,302.00	48,315.96	13.96	100.03%
107-369-000	Miscellaneous Revenue	-	12,770.00		12,770.00	12,766.89	(3.11)	
	Total Revenues	1,835,000.00	31,472.00	268,700.00	2,135,172.00	2,132,395.76	(2,776.24)	99.87%
Expenditures								
107-1000-524-12	Regular Salaries & Wages	754,700.00	-	(36,012.71)	718,687.29	595,838.97	122,848.32	82.91%
107-1000-524-14	Overtime	25,000.00	-		25,000.00	10,994.06	14,005.94	43.98%
107-1000-524-21	Payroll Taxes	59,700.00	-		59,700.00	46,267.86	13,432.14	77.50%
107-1000-524-22	Retirement Plan Contributions	109,000.00	-		109,000.00	82,602.70	26,397.30	75.78%
107-1000-524-23	Employee Insurance Benefits	76,100.00	-	36,100.00	112,200.00	112,112.71	87.29	99.92%
107-1000-524-24	Workers' Compensation	12,000.00	-		12,000.00	10,897.00	1,103.00	90.81%
107-1000-524-31	Professional Services	733,000.00	(26,640.00)	180,200.00	886,560.00	886,572.19	(12.19)	100.00%
	M T Causley (Inspections & Plans Rvw)	400,000.00	-	136,000.00	536,000.00	535,451.30		
	All Aspects (Inspections & Plans Rvw)	180,000.00	-	15,000.00	195,000.00	194,960.00		
	Lori Lehr (Watershed Mgmt Plan)	120,000.00	-		120,000.00	112,346.25		
	Weiss, Serota (legal services)	-	-	6,300.00	6,300.00	6,253.52		
	DBPR (Fees to State)	30,000.00	-	1,600.00	31,600.00	31,561.12		
	Other		-	21,300.00	21,300.00	6,000.00		
107-1000-524-40	Travel & Per Diem	10,000.00	-		10,000.00	5,187.97	4,812.03	51.88%
107-1000-524-41	Communications	6,000.00	-		6,000.00	5,776.85	223.15	96.28%
107-1000-524-42	Freight & Postage	2,500.00	-		2,500.00	343.14	2,156.86	13.73%
107-1000-524-45	Insurance	15,000.00	-		15,000.00	12,067.60	2,932.40	80.45%
107-1000-524-46	Repair & Maintenance	5,000.00	-		5,000.00	2,974.82	2,025.18	59.50%
107-1000-524-48	PR / Advertising	500.00	-		500.00	-	500.00	0.00%

Islamorada, Village of Islands
FY 23-24 Budget Amendment
September 30, 2024

EXHIBIT A

Fund 107 - Building Fund		BUDGET				FY 23-24 ACTUALS (Unaudited)	FINAL BUDGET v ACTUALS VARIANCE	Actual as % of Budget
		FY 23-24 Adopted Budget	FY 23-24 Approved Amendments	FY 23-24 Budget Amendment - Requested	Proposed FY 23-24 Amended Budget			
						as of 9/30/2024	Favorable / (Unfavorable)	Benchmark = 75%
107-1000-524-51	Office Supplies & Other Expenses	10,000.00	-		10,000.00	1,834.46	8,165.54	18.34%
107-1000-524-52	Operating Supplies	10,000.00	-		10,000.00	4,996.56	5,003.44	49.97%
107-1000-524-54	Dues & Subscriptions	44,000.00	24,300.00	900.00	69,200.00	69,130.95	69.05	99.90%
107-1000-524-55	Training	7,500.00	-		7,500.00	5,312.00	2,188.00	70.83%
107-1000-524-63	Capital Outlay - Furniture & Equipment	-	2,340.00	3,900.00	6,240.00	6,240.00	-	100.00%
107-1000-524-64	Capital Outlay - Vehicles	60,000.00	-	(60,000.00)	-	-	-	#DIV/0!
107-9000-581-01	Transfer to General Fund	84,000.00	-		84,000.00	84,000.00	-	100.00%
	Total Expenditures	2,024,000.00	-	125,087.29	2,149,087.29	1,943,149.84	205,937.45	90.42%
	REVENUES OVER/(UNDER) EXPENDITURES	(189,000.00)	31,472.00		(13,915.29)	189,245.92		
	Addition to / (Use of) Fund Balance							
Fund Balance - Ending, 9/30/2024 (Projected)								
107-281-000	Fund Bal - Restricted - Other Bldg Activities	452,500.00	-		452,500.00	4,485,478.97		
107-282-000	Fund Bal - Committed - Fla Bldg Code Enf	268,600.00	-		268,600.00	282,872.39		
		721,100.00	-	-	721,100.00	903,051.62		

Islamorada, Village of Islands
FY 23-24 Budget Amendment
September 30, 2024

EXHIBIT A

Fund: 200 - Debt Service Fund		BUDGET				FY 23-24 ACTUALS (Unaudited) as of 9/30/2024	FINAL BUDGET v ACTUALS VARIANCE Favorable / (Unfavorable)	Actual as % of Budget Benchmark = 75%
		FY 23-24 Adopted Budget	FY 23-24 Approved Amendments	FY 23-24 Budget Amendment - Requested	Proposed FY 23-24 Amended Budget			
Revenues								
200-381-002	Transfer from Transportation Fund	528,000.00	-		528,000.00	528,296.53	296.53	100.06%
200-381-003	Transfer from General Fund	305,000.00	-		305,000.00	304,129.69	(870.31)	99.71%
Total Revenues		833,000.00	-		833,000.00	832,426.22	(573.78)	99.93%
Expenditures								
200-0500-517-71	Principal	718,000.00	-		718,000.00	717,674.52	325.48	99.95%
	2013 Paving Loan	435,000.00	-		435,000.00	435,000.00		
	2012 Refunding of Series 2007	283,000.00	-		283,000.00	282,674.52		
200-0500-517-72	Interest	115,000.00	-		115,000.00	114,751.70	248.30	99.78%
	2013 Paving Loan	93,000.00	-		93,000.00	93,296.53		
	2012 Refunding of Series 2007	22,000.00	-		22,000.00	21,455.17		
Total Expenditures		833,000.00	-		833,000.00	832,426.22	573.78	99.93%
REVENUES OVER/(UNDER) EXPENDITURES		-	-		-	-		
Addition to / (Use of) Fund Balance								

Islamorada, Village of Islands
FY 23-24 Budget Amendment
September 30, 2024

EXHIBIT A

Fund: 300 - Capital Project Fund		BUDGET				FY 23-24 ACTUALS (Unaudited)	FINAL BUDGET v ACTUALS VARIANCE	Actual as % of Budget
		FY 23-24 Adopted Budget	FY 23-24 Approved Amendments	FY 23-24 Budget Amendment - Requested	Proposed FY 23-24 Amended Budget			
as of 9/30/2024						Favorable / (Unfavorable)	Benchmark = 75%	
Fund Balance - Beginning, 10/1/2023								
300-282-001	Fund Bal - Restricted - Disc Sales Surtax	4,232,500.00	-	-	4,232,500.00	4,462,050.00		
300-283-000	Fund Bal - Assigned	3,880,500.00	-	-	3,880,500.00	3,880,500.00		
		8,113,000.00	-	-	8,113,000.00	8,342,550.00		
Revenues								
300-312-600	Local Govt Discretionary Sales Surtax	\$ 3,500,000.00	\$ -	\$ -	\$ 3,500,000.00	\$ 3,380,487.75	(119,512.25)	96.59%
	90% for Capital / Infrastructure Purposes	3,150,000.00	-	-	3,150,000.00	3,042,438.98		
	10% Limit for General Purposes	350,000.00	-	-	350,000.00	338,048.77		
				-				
300-334-701	FDEP - Rec Trails Pgm Grant (KTCP)	200,000.00	-	-	200,000.00		(200,000.00)	0.00%
300-334-702	Assistance to Firefighters Grant	-	80,700.00	-	80,700.00	80,684.45	(15.55)	99.98%
300-334-703	FDEP Canal Restoraation Grant	-		75,523.32	75,523.32	75,523.32	-	
300-334-704	Stewardship Act Grant Proceeds	1,584,100.00		-	1,726,100.00	1,460,695.55	(265,404.45)	84.62%
	LPA0422 - Canal #116 (backfill)	1,469,100.00	-	-	1,469,100.00	1,460,695.55		
	LPA 0429 - Canal #114	-	142,000.00	-	142,000.00			
	LPA#### - Canal #147	70,000.00	-	-	70,000.00	-		
	LPA#### - Canal #132	45,000.00	-	-	45,000.00	-		
				-				
300-334-706	Legislative Funding	340,000.00	-	(150,000.00)	190,000.00	190,000.00	-	100.00%
				-				
300-337-701	TDC Bricks & Mortar Grant	999,500.00	-	-	999,500.00	303,699.00	(695,801.00)	30.39%
	Splash Pad Renovation	61,500.00	-	-	61,500.00	57,739.00		
	Library Beach Playground	245,000.00	-	-	245,000.00	245,960.00		
	Green Turtle Hammock Pavilion	693,000.00	-	-	693,000.00	-		
300-361-100	Interest	50,000.00	216,916.38	50,058.70	316,975.08	316,975.08	-	100.00%
300-369-000	Miscellaneous Revenue	-	6,650.00	-	6,650.00	6,651.51	1.51	100.02%
300-381-000	Transfer from General Fund (001)	150,000.00	-	1,669,374.00	1,819,374.00	1,819,374.00	-	100.00%
	General Fund for General Capital Purchases	150,000.00	-	87,357.00	237,357.00	237,357.00		
	General Fund for Purchase of ICC	-	-	1,500,000.00	1,500,000.00	1,500,000.00		
	General Fund for Landscape Mitigation			82,017.00	82,017.00	82,017.00		

Islamorada, Village of Islands
FY 23-24 Budget Amendment
September 30, 2024

EXHIBIT A

Fund: 300 - Capital Project Fund		BUDGET				FY 23-24 ACTUALS (Unaudited) as of 9/30/2024	FINAL BUDGET v ACTUALS VARIANCE Favorable / (Unfavorable)	Actual as % of Budget Benchmark = 75%
		FY 23-24 Adopted Budget	FY 23-24 Approved Amendments	FY 23-24 Budget Amendment - Requested	Proposed FY 23-24 Amended Budget			
300-381-101	Transfer from Impact Fee Fund	899,000.00	-	84,360.29	983,360.29	983,360.29	-	100.00%
	Fire (Storage Building)	170,000.00	-	(165,000.00)	5,000.00	5,900.00		
	Parks & Rec (GTH Improvements)	607,000.00	-	313,000.00	920,000.00	920,265.48		
	Parks & Rec (KTCP Boardwalk)	12,000.00	-	3,000.00	15,000.00	14,069.25		
	Parks & Rec (Plantation Tropical Preserve)	110,000.00	-	(67,000.00)	43,000.00	43,125.56		
300-388-100	Sale of General Capital Assets	-	4,000.00		42,000.00	41,950.89	(49.11)	99.88%
Total Revenues		7,722,600.00	220,916.38	1,729,316.31	9,783,959.37	8,659,401.84	(1,280,766.81)	88.51%
Expenditures								
Village Manager								
300-0300-512-62	Canal Restoration Project - #132	45,000.00	-		45,000.00	24,170.87	20,829.13	53.71%
300-0300-512-66	Canal Restoration Project - #116 (back filling)	1,469,100.00	-		1,469,100.00	1,454,626.90	14,473.10	99.01%
300-0300-512-68	Canal Restoration Project - #147 (back filling)	50,000.00	-		50,000.00	35,570.00	14,430.00	71.14%
300-0300-515-64	Capital Outlay - Planning	-	1,872.00		1,872.00	4,992.00	(3,120.00)	266.67%
300-0300-512-71	Capital Outlay-Land Acquisition	-						
Planning								
300-0600-515-68	Capital Outlay-Land Acquisition	-		4,726,509.00	4,726,509.00	4,726,508.96	0.04	
IT & Communications								
300-0700-519-64	Capital Outlay - IT & Communications	50,000.00	2,440.00		52,440.00	108,247.18	(55,807.18)	206.42%
Local Law Enforcement (MCSO)								
300-0800-521-31	Prof Svcs - Local Law Enf (Vehicle Amortization)	145,000.00	-		145,000.00	144,168.96	831.04	99.43%
Fire Rescue								
300-0900-522-61	Saferoom & Floodproofing (HMGP Grant)	500,000.00	-		500,000.00	97,990.21	402,009.79	19.60%
300-0900-522-62	Storage Building for Portable Generators	300,000.00	-		300,000.00	5,900.00	294,100.00	1.97%
300-0900-522-63	Critical Power (HMGP Grant)	693,000.00	-		693,000.00	457,743.54	235,256.46	66.05%

Islamorada, Village of Islands
FY 23-24 Budget Amendment
September 30, 2024

EXHIBIT A

Fund: 300 - Capital Project Fund		BUDGET				FY 23-24 ACTUALS (Unaudited)	FINAL BUDGET v ACTUALS VARIANCE	Actual as % of Budget
		FY 23-24 Adopted Budget	FY 23-24 Approved Amendments	FY 23-24 Budget Amendment - Requested	Proposed FY 23-24 Amended Budget			
						as of 9/30/2024		
300-0900-522-64	Capital Outlay - Fire Rescue	609,500.00	-	13,297.00	609,500.00	496,203.00	113,297.00	81.41%
	2023 Rescue	450,000.00	-		450,000.00	380,345.00		
	New Fire Hoses for Vehicles	23,000.00	-		23,000.00	-		
	Conex for fire equipment storage	17,500.00	-		17,500.00	-		
	SCBA bottles (25) & Protective wraps (50)	47,000.00	-		47,000.00	59,765.00		
	FS #19 Bathroom Renovation	40,000.00	-		40,000.00	-		
	Ford F-250 Truck Equipment	-	-		-	17,579.00		
	Washers/Extractors (3)	-	-		-	25,166.00		
	Gym Equipment (FS #19 & 21)	26,000.00	-		26,000.00	-		
	New Ice Macine	6,000.00	-		6,000.00	-		
	Lucas Chest Compression					13,348.75		
Code Compliance					-		-	
300-1100-524-64	Capital Outlay - Code Compliance	-	468.00		468.00	1,248.00	(780.00)	
Public Works								
300-1200-538-63	Hurricane Monument (storyboard replacements)	-	2,000.00	4,500.00	6,500.00	6,587.24	(87.24)	101.34%
300-1200-541-62	KTCP Boardwalk	12,000.00	2,070.00		14,070.00	14,069.25	0.75	99.99%
300-1200-541-64	Capital Outlay - Public Works	321,500.00	-	8,500.00	330,000.00	330,003.80	(3.80)	100.00%
	Scag 61 Toro Mowers (2)	28,000.00	-	(23,000.00)	5,000.00			
	2023 Chevy 2500 CC Pickup (4)	188,000.00	-	10,000.00	198,000.00	197,942.55		
	Polaris Mule	18,500.00	-	(18,500.00)	-			
	Pole Barn	25,000.00	-	(25,000.00)	-			
	Hot Mix Asphalt Trailer	42,000.00	-	42,000.00	84,000.00	88,901.00		
	LIDAR Data Project (Monroe Cty)	20,000.00	-	23,000.00	43,000.00	43,160.25		
300-1200-541-66	Landscaping Projects	150,000.00	-		150,000.00	82,017.00	67,983.00	54.68%
300-1200-541-67	Green Turtle Hammock Improvements	1,500,000.00	-		1,500,000.00	920,265.48	579,734.52	61.35%
300-1200-541-68	Fills Master Plan Engineering & Construction	-	30,400.00		30,400.00	30,375.00	25.00	99.92%
300-1300-572-69	Library Beach Playground Project	481,300.00	700.00		482,000.00	481,983.80	16.20	100.00%
300-1300-572-70	Library Beach Bathroom Renovation	50,000.00	-		50,000.00	-	50,000.00	0.00%
Parks & Recreation								
300-1300-572-61	Founders Park WiFi Project	-	28,370.00		28,370.00	28,370.00	-	100.00%
300-1300-572-64	Capital Outlay - Parks & Recreation	121,500.00	-		121,500.00	83,618.94	37,881.06	68.82%

Islamorada, Village of Islands
FY 23-24 Budget Amendment
September 30, 2024

EXHIBIT A

Fund: 300 - Capital Project Fund		BUDGET				FY 23-24 ACTUALS (Unaudited)	FINAL BUDGET v ACTUALS VARIANCE	Actual as % of Budget Benchmark = 75%
		FY 23-24 Adopted Budget	FY 23-24 Approved Amendments	FY 23-24 Budget Amendment - Requested	Proposed FY 23-24 Amended Budget			
						as of 9/30/2024	Favorable / (Unfavorable)	
	Pool Heat Pumps	15,000.00	-		15,000.00	14,950.44		
	John Deer Gator / Club car	15,500.00	-		15,500.00	15,268.50		
	ThorGuard Lightening Detection System	27,000.00	-		27,000.00	28,329.00		
	Pool Bldg Office Furniture & Workstations	15,000.00	-		15,000.00	-		
	Pool Bldg New Air Conditioning	-	-		-	6,525.00		
	Diving Boards (3)	24,000.00	-		24,000.00	18,546.00		
	Resident Entrance	25,000.00	-		25,000.00	-		
300-1300-572-65	Founders Park ADA Inclusive Playground	550,000.00	-		550,000.00	-	550,000.00	0.00%
300-1200-541-67	Solar Lighting Replacement Project	350,000.00	-		350,000.00	216,283.50	133,716.50	61.80%
300-1300-572-68	146 Sunshine (PTP Entrance)	110,000.00			110,000.00	43,125.56	66,874.44	39.21%
300-1300-572-71	Splash Pad Renovation	75,000.00	-		75,000.00	57,739.00	17,261.00	76.99%
300-1300-572-72	Great Lawn Event Electric & Lighting	10,000.00	-		10,000.00	6,168.00	3,832.00	61.68%
<u>Transfers Out</u>								
300-9000-581-93	Transfer to Wastewater Ent (402) Fund	1,000,000.00	-		1,000,000.00	91,510.76	91,510.76	9.15%
Total Expenditures		8,592,900.00	67,852.00	4,752,806.00	13,393,761.00	9,949,486.95	2,635,043.57	74.28%
REVENUES OVER/(UNDER) EXPENDITURES		(870,300.00)	153,064.38	(3,023,489.69)	(3,609,801.63)	(1,290,085.11)		
Addition to / (Use of) Fund Balance								
Fund Balance - Ending, 9/30/2023 (Projected)								
300-282-001	Fund Bal - Restricted - Disc Sales Surtax	4,555,200.00	153,064.38	(3,023,489.69)	1,684,774.69	3,733,598.64		
300-283-000	Fund Bal - Assigned	2,687,500.00	-	-	2,687,500.00	3,318,866.25		
		7,242,700.00	153,064.38	(3,023,489.69)	4,503,198.37	7,052,464.89		

Islamorada, Village of Islands
FY 23-24 Budget Amendment
September 30, 2024

EXHIBIT A

Fund: 401 - Marina Enterprise Fund		BUDGET				FY 23-24 ACTUALS (Unaudited)	FINAL BUDGET v ACTUALS VARIANCE	Actual as % of Budget
		FY 23-24 Adopted Budget	FY 23-24 Approved Amendments	FY 23-24 Budget Amendment - Requested	Proposed FY 23-24 Amended Budget			
						as of 9/30/2024	Favorable / (Unfavorable)	Benchmark = 75%
Net Position								
401-274-000	Net Position - Investment in Capital Assets	3,042,400.00		-	3,042,400.00	3,242,330.00		
401-276-000	Net Position - Unrestricted	1,222,300.00		-	1,222,300.00	1,241,548.09		
401-284-000	Net Position - Unassigned					222,977.87		
		4,264,700.00		-	4,264,700.00	4,706,855.96		
CASH & CASH EQUIVALENTS, Beginning 10/1/2023								
	Pooled Cash - Operating Account	1,221,600.00		-	1,221,600.00	1,206,103.01		
		1,221,600.00		-	1,221,600.00	1,206,103.01		
Revenues								
401-337-701	Resilient Florida Grant	1,000,000.00		-	1,000,000.00		(1,000,000.00)	0.00%
401-337-702	Monroe County Boating Improvement Grant	14,000.00		-	14,000.00	14,000.00	-	100.00%
401-347-501	Dock Usage Fee	1,000,000.00		-	1,000,000.00	991,317.58	(8,682.42)	99.13%
401-347-502	Diesel Fuel Sales	140,000.00		-	140,000.00	99,910.69	(40,089.31)	71.36%
401-347-503	Dock Utilities Charge	80,000.00		-	80,000.00	80,546.51	546.51	100.68%
401-347-504	Ramp Usage Fee	50,000.00		-	50,000.00	58,615.17	8,615.17	117.23%
401-347-505	Unleaded Fuel Sales	400,000.00		-	400,000.00	410,301.36	10,301.36	102.58%
401-347-506	Miscellaneous Revenue	10,000.00		-	10,000.00	10,533.87	533.87	105.34%
401-361-100	Interest	12,000.00	36,655.00		48,655.00	47,526.77	(1,128.23)	97.68%
	Total Revenues	2,706,000.00	36,655.00	-	2,742,655.00	1,712,751.95	(1,029,903.05)	62.45%
Expenses								
Debt Service								
401-1400-517-71	Debt Service Principal	12,000.00	1,000.00		13,000.00	12,649.73	350.27	97.31%
401-1400-517-72	Debt Service Interest	2,000.00		-	2,000.00	949.06	1,050.94	47.45%
Personnel								
401-1400-575-12	Regular Salaries & Wages	253,100.00		7,093.06	260,193.06	260,193.06	-	100.00%
401-1400-575-14	Overtime	10,000.00		1,712.72	11,712.72	11,712.72	-	100.00%
401-1400-575-21	Payroll Taxes	20,200.00		238.90	20,438.90	20,438.90	-	100.00%
401-1400-575-22	Retirement Contributions	34,500.00			34,500.00	33,578.64	921.36	97.33%

Fund: 401 - Marina Enterprise Fund		BUDGET				FY 23-24 ACTUALS (Unaudited) as of 9/30/2024	FINAL BUDGET v ACTUALS VARIANCE Favorable / (Unfavorable)	Actual as % of Budget Benchmark = 75%
		FY 23-24 Adopted Budget	FY 23-24 Approved Amendments	FY 23-24 Budget Amendment - Requested	Proposed FY 23-24 Amended Budget			
401-1400-575-23	Life & Health Insurance	32,500.00		15,829.13	48,329.13	48,329.13	-	100.00%
401-1400-575-24	Workers' Compensation	4,200.00			4,200.00	3,676.81	523.19	87.54%
<u>Operating</u>								
401-1400-575-31	Professional Services	5,000.00		(5,000.00)	-	-	-	#DIV/0!
401-1400-575-41	Communications	16,000.00			16,000.00	14,037.33	1,962.67	87.73%
401-1400-575-42	Freight & Postage	500.00			500.00	6.30	493.70	1.26%
401-1400-575-43	Utilities	141,000.00			141,000.00	133,312.21	7,687.79	94.55%
401-1400-575-44	Rentals & Leases	1,000.00			1,000.00	-	1,000.00	0.00%
401-1400-575-45	Insurance	95,000.00		25,000.00	120,000.00	119,539.69	460.31	99.62%
401-1400-575-46	Repairs & Maintenance	63,200.00		12,000.00	75,200.00	74,756.31	443.69	99.41%
401-1400-575-48	PR / Advertising	25,000.00		3,400.00	28,400.00	28,370.85	29.15	99.90%
401-1400-575-49	Other Expenses	50,000.00	11,548.00	28,300.00	89,848.00	89,846.88	1.12	100.00%
401-1400-575-51	Office Supplies	3,500.00			3,500.00	1,672.57	1,827.43	47.79%
401-1400-575-52	Operating Supplies	400,000.00	(12,548.00)	14,847.79	402,299.79	402,299.79	-	100.00%
401-1400-575-54	Dues & Subscriptions	3,200.00		6,343.40	9,543.40	9,543.40	-	100.00%
<u>Capital Outlay</u>								
401-1400-575-63	Breakwater Restoration	1,000,000.00		-	1,000,000.00	1,860,633.24	(860,633.24)	186.06%
401-1400-575-64	Machinery & Equipment	-	64,000.00	(41,800.00)	22,200.00	22,200.00	-	100.00%
	<i>Fire Suppression System Replacement</i>	-	25,000.00		25,000.00	22,200.00		
401-1400-575-67	Fuel Tank Shade Structure	-	39,000.00		39,000.00	24,896.95		
401-1400-575-66	Founders Park Boat Ramp II	64,000.00	(64,000.00)		-	-	-	
		2,235,900.00	-	67,965.00	2,303,865.00	3,172,643.57	(843,881.62)	137.71%
REVENUES OVER/(UNDER) EXPENSES		470,100.00	36,655.00	(67,965.00)	438,790.00	(1,459,891.62)		
<i>Addition to / (Use of) Net Position</i>						-		
CASH & CASH EQUIVALENTS, Ending 9/30/2024								
	Pooled Cash - Operating Account	1,691,700.00				(253,788.61)		
		1,691,700.00	-			(253,788.61)		

Islamorada, Village of Islands
FY 23-24 Budget Amendment
September 30, 2024

EXHIBIT A

Fund: 402 - Wastewater Enterprise Fund		BUDGET				FY 23-24 ACTUALS (Unaudited)	FINAL BUDGET v ACTUALS VARIANCE	Actual as % of Budget
		FY 23-24 Adopted Budget	FY 23-24 Approved Amendments	FY 23-24 Budget Amendment - Requested	Proposed FY 23-24 Amended Budget			
						as of 9/30/2024	Favorable / (Unfavorable)	Benchmark = 75%
Net Position								
402-274-000	Net Position - Investment in Capital Assets					71,663,649.00		
402-276-000	Net Position - Unrestricted					31,374,731.00		
						103,038,380.00		
CASH & CASH EQUIVALENTS, Beginning 10/1/2023								
	Pooled Cash - Operating Account	5,558,700.00	-		5,558,700.00	5,795,300.27		
		5,558,700.00	-		5,558,700.00	5,795,300.27		
Revenues								
402-325-101	NPK Assessment Principal/Payoff	200,000.00	-		200,000.00	13,851.09	(186,148.91)	6.93%
402-325-104	RSA Assessment Principal/Payoff	1,300,000.00	-		1,300,000.00	57,951.14	(1,242,048.86)	4.46%
402-325-106	Wastewater System Development Charges	100,000.00	112,000.00		212,000.00	259,770.02	47,770.02	122.53%
402-331-200	HMGP Grant	495,000.00	-		495,000.00	-	(495,000.00)	0.00%
402-331-350	ACOE FKWQIP Grant	2,000,000.00			2,000,000.00	1,437,825.28	(562,174.72)	
402-334-706	Legislative Appropriation	150,000.00	-		150,000.00	-	(150,000.00)	0.00%
402-343-501	Wastewater Service Charge	6,900,000.00	-		6,900,000.00	7,116,927.32	216,927.32	103.14%
402-361-100	Interest	60,000.00	203,808.00		263,808.00	345,459.65	81,651.65	130.95%
402-369-000	Miscellaneous Revenue	-	38,145.00		38,145.00	42,644.51	4,499.51	111.80%
402-381-000	Transfer from Capital Projects Fund	1,000,000.00			1,000,000.00	91,510.76	(908,489.24)	9.15%
	Total Revenues	12,205,000.00	353,953.00	-	12,558,953.00	9,365,939.77	(3,193,013.23)	74.58%
Expenses								
<u>Debt Service</u>								
402-1500-517-71	Debt Service Principal	4,002,500.00	-	(2,181.23)	4,000,318.77	4,000,318.77	-	100.00%
402-1500-517-72	Debt Service Interest	1,335,500.00	-	1,815.95	1,337,315.95	1,337,315.95	-	100.00%
<u>Personnel</u>								
402-1500-535-12	Regular Salaries & Wages	538,800.00	-		538,800.00	521,802.47	16,997.53	96.85%
402-1500-535-14	Overtime	35,000.00	2,251.00	17,953.75	55,204.75	55,204.75	-	100.00%
402-1500-535-21	Payroll Taxes	43,900.00	-		43,900.00	43,320.67	579.33	98.68%
402-1500-535-22	Retirement Contributions	80,000.00	-		80,000.00	78,275.94	1,724.06	97.84%
402-1500-535-23	Life & Health Insurance	110,000.00	52,486.00	30,637.18	193,123.18	193,123.18	-	100.00%
402-1500-535-24	Workers' Compensation	10,000.00	-		10,000.00	8,018.86	1,981.14	80.19%

Fund: 402 - Wastewater Enterprise Fund		BUDGET				FY 23-24 ACTUALS (Unaudited) as of 9/30/2024	FINAL BUDGET v ACTUALS VARIANCE Favorable / (Unfavorable)	Actual as % of Budget Benchmark = 75%
		FY 23-24 Adopted Budget	FY 23-24 Approved Amendments	FY 23-24 Budget Amendment - Requested	Proposed FY 23-24 Amended Budget			
<u>Operating</u>								
402-1500-535-31	Professional Services	1,847,000.00	-		1,847,000.00	1,790,157.90	56,842.10	96.92%
	<i>FCAA - Billing Services</i>	<i>165,000.00</i>	<i>-</i>		<i>165,000.00</i>	<i>99,035.10</i>		
	<i>Anser Advising - Assessment Consultant</i>	<i>27,000.00</i>	<i>-</i>		<i>27,000.00</i>	<i>17,625.00</i>		
	<i>KLWTD - Treatment Costs</i>	<i>1,400,000.00</i>	<i>-</i>		<i>1,400,000.00</i>	<i>888,549.59</i>		
	<i>Wade Trim - Engineering</i>	<i>150,000.00</i>	<i>-</i>		<i>150,000.00</i>	<i>106,931.07</i>		
	<i>RES (Water Quality Monitoring)</i>	<i>75,000.00</i>	<i>-</i>		<i>75,000.00</i>	<i>75,000.00</i>		
	<i>Marcum (Page Audit)</i>	<i>-</i>	<i>-</i>		<i>-</i>	<i>34,525.00</i>		
	<i>Raftelis (AIMS Support)</i>	<i>5,000.00</i>	<i>-</i>		<i>5,000.00</i>	<i>135.00</i>		
	<i>Other / Misc</i>	<i>25,000.00</i>	<i>-</i>		<i>25,000.00</i>	<i>5,340.75</i>		
402-1500-535-40	Travel & Per Diem	5,000.00	-		5,000.00	4,852.72	147.28	97.05%
402-1500-535-41	Communications	11,000.00	-	199.74	11,199.74	11,199.74	-	100.00%
402-1500-535-42	Freight & Postage	-	58.00	0.75	58.75	58.75	-	100.00%
402-1500-535-43	Utilities	180,000.00	-		180,000.00	155,701.13	24,298.87	86.50%
402-1500-535-44	Rentals & Leases	65,000.00	-	3,757.48	68,757.48	68,757.48	-	100.00%
402-1500-535-45	Insurance	285,000.00	-	58,021.62	343,021.62	343,021.62	-	100.00%
					-			
402-1500-535-46	Repairs & Maintenance	510,000.00	(87,048.00)	150,130.00	573,082.00	573,082.00	-	100.00%
402-1500-535-49	Other Expenses	-	-	64.49	64.49	64.49	-	
402-1500-535-48	PR / Advertising	2,000.00	-		2,000.00	1,914.80	85.20	95.74%
402-1500-535-51	Office Supplies	4,000.00	(2,000.00)	38.54	2,038.54	2,038.54	-	100.00%
402-1500-535-52	Operating Supplies	270,000.00	71,200.00	117,831.97	459,031.97	459,031.97	-	100.00%
402-1500-535-54	Dues & Subscriptions	3,000.00	4,418.00	9,584.31	17,002.31	17,002.31	-	100.00%
402-1500-535-55	Training	10,000.00	-		10,000.00	4,492.72	5,507.28	44.93%
<u>Capital Outlay</u>								
402-1500-535-62	SCADA (Star Controls)	250,000.00	-		250,000.00	184,450.50	65,549.50	73.78%
402-1500-535-63	Capital Outlay - Infrastructure	350,000.00	247,088.00	328,985.80	926,073.80	926,073.80	-	100.00%
	<i>Laterals & Infra Adds/Vacuum Pits (Page)</i>							
402-1500-535-64	Capital Outlay - Machinery & Equipment	82,000.00	-		82,000.00	8,877.67	73,122.33	10.83%
	<i>Security Cameras & Badge Entrance</i>							

Fund: 402 - Wastewater Enterprise Fund		BUDGET				FY 23-24 ACTUALS (Unaudited)	FINAL BUDGET v ACTUALS VARIANCE	Actual as % of Budget
		FY 23-24 Adopted Budget	FY 23-24 Approved Amendments	FY 23-24 Budget Amendment - Requested	Proposed FY 23-24 Amended Budget			
402-1500-535-65	NPK Pump Station Projects	2,000,000.00	-	(1,800,000.00)	200,000.00	24,972.53	175,027.47	12.49%
402-1500-535-66	Capital Outlay - Generator Storage Bldg.	300,000.00	-	(290,000.00)	10,000.00	9,050.00	950.00	
402-1500-535-67	Portable Gens & Floodproofing (HMGP)	1,000,000.00	-	(440,000.00)	560,000.00	554,530.96	5,469.04	99.02%
		<u>13,329,700.00</u>	<u>288,453.00</u>	<u>(1,813,224.14)</u>	<u>11,804,993.35</u>	<u>11,376,712.22</u>	<u>428,281.13</u>	<u>96.37%</u>
REVENUES OVER/(UNDER) EXPENSES		(1,124,700.00)	65,500.00	1,813,224.14	753,959.65	(2,010,772.45)		
Addition to / (Use of) Net Position								
CASH & CASH EQUIVALENTS, Ending 9/30/2024								
	Pooled Cash - Operating Account	4,434,000.00				3,784,527.82		
		<u>4,434,000.00</u>				<u>3,784,527.82</u>		

Fund: 403 - Stormwater Fund		BUDGET				FY 23-24 ACTUALS (Unaudited)	FINAL BUDGET v ACTUALS VARIANCE	Actual as % of Budget
		FY 23-24 Adopted Budget	FY 23-24 Budget Amendment - Approved	FY 23-24 Budget Amendment - Requested	Proposed FY 23-24 Amended Budget			
						as of 9/30/2024	Favorable / (Unfavorable)	Benchmark = 75%
Net Position								
403-274-000	Net Position - Investment in Capital Assets					1,783,884.00		
403-276-000	Net Position - Unrestricted					409,389.00		
						<u>2,193,273.00</u>		
CASH & CASH EQUIVALENTS, Beginning 10/1/2023								
Pooled Cash - Operating Account		399,600.00	-		399,600.00	420,003.33		
		<u>399,600.00</u>	<u>-</u>		<u>399,600.00</u>	<u>420,003.33</u>		
Revenues								
403-325-200	Stormwater Assessment	201,700.00	25,983.31		227,683.31	197,644.37	(30,038.94)	86.81%
403-361-000	Interest Revenue	3,000.00	15,359.98	9,400.00	27,759.98	27,772.83	12.85	100.05%
Total Revenues		<u>204,700.00</u>	<u>41,343.29</u>	<u>9,400.00</u>	<u>255,443.29</u>	<u>225,417.20</u>	<u>(30,026.09)</u>	<u>88.25%</u>
Expenses								
Personnel								
403-1600-538-12	Regular Salaries & Wages	14,400.00	-		14,400.00	14,086.71	313.29	97.82%
403-1600-538-21	Payroll Taxes	1,100.00	-	56.00	1,156.00	1,155.96	0.04	100.00%
403-1600-538-22	Retirement Contributions	2,100.00	-	(56.00)	2,044.00	1,904.38	139.62	93.17%
403-1600-538-23	Life & Health Insurance	1,100.00	-		1,100.00	1,048.73	51.27	95.34%
403-1600-538-24	Workers' Compensation	500.00	-		500.00	200.74	299.26	40.15%
Operating								
403-1600-538-31	Professional Services	267,000.00	-		267,000.00	6,602.69	260,397.31	2.47%
403-1600-538-43	Utilities	1,000.00	-		1,000.00	583.69	416.31	58.37%
403-1600-538-45	Insurance	500.00	-		500.00	202.80	297.20	40.56%
403-1600-538-46	Repair & Maintenance	25,000.00	-		25,000.00	4,421.25	20,578.75	17.69%
403-1600-538-48	PR / Advertising	1,000.00	-		1,000.00	596.00	404.00	59.60%
403-1600-538-52	Operating Supplies	5,000.00	-		5,000.00	-	5,000.00	0.00%
		<u>318,700.00</u>	<u>-</u>	<u>-</u>	<u>318,700.00</u>	<u>30,802.95</u>	<u>287,897.05</u>	<u>9.67%</u>
REVENUES OVER/(UNDER) EXPENSES		(114,000.00)	41,343.29	9,400.00	(63,256.71)	194,614.25		
Addition to / (Use of) Net Position								
CASH & CASH EQUIVALENTS, Ending 9/30/2024								
Pooled Cash - Operating Account		285,600.00	41,343.29	9,400.00	336,343.29	614,617.58		
		<u>285,600.00</u>	<u>41,343.29</u>	<u>9,400.00</u>	<u>336,343.29</u>	<u>614,617.58</u>		



Council Communication

To: Mayor and Village Council
From: Jamie Terry, Human Resources Director
Date: January 7, 2025
SUBJECT: **Resolution Approving the Ranking of RFP 24-18 Compensation Classification and Job Study TAB 10**

Background:

The Village's classification and compensation plan was adopted in 2018. Many of the positions evaluated at that time have been reviewed and updated when necessary. Some new positions have been created and have been incorporated into the plan. Other positions have been eliminated. Since the plan was adopted, inequities and compression have developed, and the criteria and weighting of various factors of the system need to be updated.

The objective of the classification and compensation study is to re-examine the responsibilities, salary and work performed by various positions. The desired outcomes are the development of new job descriptions, classification of the positions according to a uniform factor point analysis standard, survey of the market of comparable communities to determine representative rates of compensation, and development of a recommended pay plan.

Some additional goals of the compensation and classification study include:

- Fair compensation: Ensuring that jobs with similar responsibilities and qualifications are grouped together in a compensation plan
- Competitive pay: Ensuring that salary ranges are competitive with the market
- Career progression: Identifying paths for employees to advance in their careers
- Recruitment and retention: Addressing the needs of recruiting and retaining employees
- Minimum qualifications: Reviewing minimum qualifications for jobs to facilitate recruitment

During the 2024-2025 budget process, the Village Council budgeted \$15,000.00.

Analysis:

The Village issued Request for Proposals ("RFP") 24-18 on October 16, 2024, to solicit proposals from qualified consultants and consulting firms to provide the services to perform a Compensation Classification and Job Study (the "Project"). RFP 24-18 was issued in accordance with Sec. 2-327(b) and (c)(4) of the Village's Purchasing Guidelines in the Village Code of Ordinances.

RFP 24-18 is attached for review of the materials requested from proposers and the proposed method of evaluation.

The Village received a total of nine (9) proposals in response to RFP 24-18 by the submittal deadline. A Village Manager appointed an Evaluation Committee who evaluated and ranked

the nine (9) proposals. The highest ranked proposal, from Paypoint HR, LLC, is provided herein for Village Council consideration.

Budget Impact:

The proposed cost for the Project is not to exceed \$32,500.00. The Project cost would be from the Village Manager's Department expenditures from the General Fund. The approved FY 2024-2025 Budget includes \$15,000.00 for the Project. If approved, the Project would require a budget amendment in the amount of \$17,500.

Staff Impact:

The Human Resources Director would oversee the project and assist with the coordination of other Village resources needed through the Project.

Recommendation:

It is recommended that the Village Council adopt the proposed resolution, thereby approving the agreement with Paypoint HR, LLC for the Project, authorizing the Village Manager to execute the Agreement with Paypoint HR, LLC as provided as Exhibit "1" to the proposed resolution.

- Attachments:**
1. RFP 24-18 Resolution
 2. Exhibit 1-Form of Professional Svcs Agrmt
 3. RFP 24-18 Classification and Compensation Study-with exhibits
 4. Paypoint HR Bid for Compensation Classification and Job Study (RFP 24-18)
 5. Bid Memo RFP 24-18 Compensation Classification-Job Study
 6. Minutes-evaluation_committee_RFP_24-18

RESOLUTION NO. 25-

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING THE RANKING OF THE RFP 24-18 EVALUATION COMMITTEE FOR PROFESSIONAL SERVICES FOR A COMPENSATION CLASSIFICATION AND JOB STUDY; AUTHORIZING THE VILLAGE MANAGER AND VILLAGE ATTORNEY TO NEGOTIATE AN AGREEMENT AUTHORIZING EXECUTION OF THE AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, Islamorada, Village of Islands (the "Village") prepared and advertised a Request for Proposals ("RFP") for professional consulting firms to provide a compensation classification and job study (the "Project") for all active positions within the Village; and

WHEREAS, the Village Manager created an Evaluation Committee (the "Committee") to review the proposals and make a recommendation for selection of responsive proposers to the Village Council; and

WHEREAS, the Village received nine (9) proposals; and

WHEREAS, on December 18, 2024, the Committee held a meeting, open to the public; and

WHEREAS, the Committee reviewed and ranked the nine (9) proposals using the selection criteria detailed in RFP 24-18 and provided a report to the Village Council recommending the award of the Project to Paypoint HR, LLC; and

WHEREAS, the Village Council desires to approve the selection of Paypoint HR, LLC through the adoption of this resolution.

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 Paypoint HR, LLC to complete the Project.

Section 3. **Authorization of Village Officials.** The Village Manager and/or his designee and the Village Attorney are authorized to enter into an agreement, substantially in the form attached hereto as Exhibit "1", with Paypoint HR, LLC for completion of the project in an amount not to exceed Thirty-Two Thousand Five Hundred and 00/100 Dollars (\$32,500.00).

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

Section 5. **Approval of Budget Amendment.** The Village Council approves a budget amendment in the amount of Seventeen Thousand Five Hundred Dollars (\$17,500) for the Project.

Section 6. **Authorization of Fund Expenditures.** Notwithstanding the limitations imposed upon the Village Manager pursuant to the Village's Purchasing Procedures Ordinance, the Village Manager is hereby authorized to expend budgeted funds for the Project.

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

(REMAINDER OF PAGE LEFT INTENTIONALLY BLANK)

Motion to adopt by _____, seconded by _____.

FINAL VOTE AT ADOPTION

Mayor Sharon Mahoney _____

Vice Mayor Don Horton _____

Councilmember Steve Freidman _____

Councilmember Deb Gillis _____

Councilmember Joseph B. Pinder III _____

PASSED AND ADOPTED THIS 7th DAY OF JANUARY 2025.

SHARON MAHONEY, 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 _____, 2025.

AGREEMENT

THIS IS AN AGREEMENT, dated the day of , 2025, between:

ISLAMORADA, VILLAGE OF ISLANDS

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

and

Paypoint HR, LLC

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

WITNESSETH:

In consideration of the mutual terms and conditions, 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 comprehensive Compensation Classification and Job Study in a timely and responsive timeframe (the "Project").

Section 1.02 On October 16, 2024, the VILLAGE issued Request for Proposals No. 24-18 for the Project, including all Exhibits and Addenda (the "RFP").

Section 1.03 On November 12, 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 the highest ranked, responsive, and responsible proposer for the Project.

Section 1.05 On January 7, 2025, the Village Council of Islamorada, Village of Islands (the "Village Council") adopted Resolution No. 25-##-##, 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 the 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 **Thirty-Two Thousand Five Hundred and no/100 Dollars (\$32,500.00)**.

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 laborers.

Article V. CONTRACTOR'S LIABILITY INSURANCE

Section 5.01 The CONTRACTOR shall not commence work under this Agreement until CONTRACTOR has obtained all insurance required under this Article and such insurance has been approved by the

VILLAGE nor shall the CONTRACTOR allow any Subcontractor to commence work on his sub-contract until all similar such insurance required of the subcontractor has been obtained and approved.

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

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

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

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

- (a) Workers' Compensation Insurance – as required by law;
- (b) Comprehensive General Liability Insurance, including Premises Operation, Products and Completed Operations, Blanket Contractual Liability, Personal Injury Liability, Expanded Definition of Property Damage - \$1,000,000 combined single limit;
- (c) Automobile Liability Insurance - \$300,000 per occurrence, \$300,000 per Accident for bodily injury and \$1,000,000 per accident for property damage; and

Contractor shall obtain all necessary endorsements to support these requirements.

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

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

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

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

Article VI. PROTECTION OF PROPERTY

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

Article VII. CONTRACTOR'S INDEMNIFICATION

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

Section 7.02 The CONTRACTOR 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 here under 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: Karin Campbell
Paypoint HR, LLC
695 Santa Maria Lane
Davidsonville, MD 21035
Karin@PaypointHR.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



Islamorada, Village of Islands, Florida

REQUEST FOR PROPOSALS

**COMPENSATION CLASSIFICATION AND JOB STUDY
(RFP 24-18)**

Issue Date: October 16, 2024

Islamorada, Village of Islands (the "Village"), will receive formal proposals from professional individuals, consulting teams or firms to provide a comprehensive Compensation Classification and Job Study (the "Project"). Formal proposals will be accepted until **3:00 p.m. Local Time on November 19, 2024.**

Interested proposers must submit sealed proposal packages by certified mail or in person to:

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

To be eligible for selection consideration, a submittal package must contain all documentation detailed in Section VII of this document. Proposers must submit one (1) original printed package and three (3) printed copies, and one (1) electronic copy provided by email attachment or cloud storage link. The printed documents shall be enclosed in a sealed envelope and be plainly marked on the upper left-hand corner with the name and address of the contractor and bear the following title: Islamorada, Village of Islands **"Compensation Classification and Job Study (RFP 24-18)."**

The electronic copy should be identical to the original printed package in natively converted PDF format and include "RFP 24-18" in the document title. Submit the electronic document or link to the cloud storage site via email to clerk@islamorada.fl.us by the bid submittal deadline above.

It is the sole responsibility of proposing firms to ensure that their submittal is received in a timely manner. Any proposal package submitted past the deadline and/or submitted to other locations or offices shall be deemed non-responsive and will be rejected. At the sole discretion of the Village, an exception to the submittal deadline may be made for emergency conditions affecting Islamorada.

The issuance of this RFP does not obligate the Council to award a contract or to pay any costs incurred in preparation of proposals responding to this RFP.

I. CONE OF SILENCE NOTICE

A "Cone of Silence" is hereby imposed prohibiting communications in connection with this bid or the Project. The Cone of Silence shall be in effect from the time of issuance of this bid through the time the services or Project procured through this bid are formally awarded through the approval of the Village Council.

Any communications regarding this bid or the Project between: a potential Proposer or Firm, including any person acting on a Proposer's behalf, and the Village Council members, Village staff, including the Village Manager and his staff, Village employees and consultants, and any member of the Village's Evaluation Committee are prohibited.

Duration of Cone of Silence. The Cone of Silence shall terminate upon approval of the contract by the Village Council.

Exceptions to Applicability. The provisions of this Cone of Silence shall not apply to:

1. Oral communications at scheduled pre-proposal conferences or meetings.
2. Formal oral presentations or interviews before the Evaluation Committee as requested by the Evaluation Committee and publicly noticed in advance.
3. Public presentations made to the Village Council members during any duly noticed public meeting.
4. Communications in writing at any time with the Village Clerk, designated responsible for administering the procurement process for this bid document, provided the communication pertains to matters of process or procedure set forth in this bid document, unless specifically prohibited by this bid document.
5. Duly noticed site visits during the time period between the opening of Proposals and the time the Village Council considers the final selection and award of the Proposals.
6. Written questions or requests from Proposers for clarification or information in this bid document to the Village Clerk or the contact provided in Section III of this document, responses to the Proposer's questions or requests for clarification or additional information, and Addenda issued by the Village to this bid document.
7. Contract negotiations.
8. Communications solely with the Village Attorney.

Penalties. Violation of this Cone of Silence by a particular Proposer or Firm, Firm members or personnel, shall render any Proposal submitted in response to the bid disqualified.

Questions Regarding the Cone of Silence. Please contact the Village Clerk with any questions concerning compliance with the Cone of Silence.

II. PUBLIC ENTITIES CRIMES ACT

In accordance with the Public Entity Crimes Act, (Section 287.133, Florida Statutes) a person or affiliate who is a contractor, who has been placed on the convicted vendor list following a conviction for a public entity crime, may not submit a bid on a contract to provide any goods or services to the Village, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases or real property to the Village, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with the Village in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two for a period of thirty-six (36) months form the date of being placed on the convicted vendor list. Violation of this Section by the contractor shall result in rejection of the bid, termination of the contract and may cause contractor debarment.

III. INQUIRIES FOR CLARIFICATION

All inquiries and requests for clarification or interpretation regarding this Request for Proposals (the "RPF") shall be made in writing to the attention of the Procurement and Grants Administrator by mail to 86800 Overseas Highway, Islamorada, Florida 33036 or by email to mary.swaney@islamorada.fl.us **no later than November 4, 2024.**

The Village shall issue appropriate addenda as necessary via DemandStar at <https://www.demandstar.com> and on the Village's website at <http://www.islamorada.fl.us>. No oral change or interpretation of the provisions contained in this RFP is valid. Written addenda shall be issued when changes, clarifications or amendments to the Request for Proposals document are deemed necessary. The issuance of a written addendum is the only official method whereby interpretation, clarification or additional information can be given.

IV. PURPOSE

The purpose of this RFP is to solicit sealed cost proposals from experienced professional individuals or consulting teams or firms to provide a comprehensive compensation classification and job study also referred to herein as the "Project". Proposals are requested from individuals, consulting teams and/or firms that have a demonstrated ability to perform the tasks identified in the Scope of Services and Deliverables in this RFP.

V. OBJECTIVES

The objective of this RFP is to enter into an Agreement with a one or more individuals or firms who shall furnish all necessary expertise, personnel, tools, materials, equipment, supervision, timely and responsive timeframe to provide the Services. The specific services to be provided and performed are described in Section VIII, Scope of Services.

The successful proposer shall perform the services under the awarded agreement as an independent contractor, and nothing contained in this RFP or the awarded agreement shall be construed to be inconsistent with this relationship or status. Nothing in the awarded agreement

shall be interpreted or construed to constitute the successful proposer or any of its agents or employees to be the agent, employee, or representative of the Village.

VI. BACKGROUND AND HISTORY

The Village is a municipality located within the Florida Keys and is comprised of four (4) islands spanning 18 miles. The population is approximately 7,272, and the Village has about 115 full-time employees and seasonal / part-time employees in the following departments: Village Manager, Village Clerk, Finance, Human Resources, IT and Communications, Building Services, Planning and Development Services, Code Compliance, Fire Rescue, Public Works, Parks & Recreation, Plantation Yacht Harbor Marina, Wastewater and Stormwater Utilities. The Village contracts with the Monroe County Sheriff's Office for provision of police services. As a Florida municipality, the Village must operate within the guidelines of Florida Statutes relating to public records, public meetings, and Sunshine laws. The Village undergoes an annual financial audit pursuant to Florida Statutes. Additionally, the Village must follow the guidelines of its purchasing ordinance when purchasing capital, supplies and services.

The Village operates under a Council-Manager form of government. The Village Manager and the Village Attorney are charter officer positions. The charter officers are appointed by a majority vote of the full Village Council and serve at the pleasure of the Village Council. The Village Manager serves as the chief administrative officer of the Village.

The Village has one (1) three-story Administration and Public Safety Building (Village Hall), three (3) Fire Rescue Stations (one of which serves as the Emergency Operations Center), one (1) Parks and Recreation Building/Aquatic Center, one (1) Public Works area, one (1) Marina with office facilities and 82 slips, and one (1) Community Center in Founders Park that also serves as a Council Chambers from which Village Council meetings are broadcast. Founders Park is the center of the Village's park system encompassing 45 acres and offering sports programs, recreational programs and facilities, sports coaching and training and facilities for aquatics, golf, soccer, baseball, tennis, volleyball, swimming, basketball, children's recreational camps and hosts a limited number of large charitable public special events. The Village also owns numerous conservation properties and passive park properties throughout the limits of the Village and outside the Village in Monroe County.

Employees working for the Village often reside outside the Village and commute from neighboring towns or cities.

The Village's classification and compensation plan was adopted in 2018. Many of the positions evaluated at that time have been reviewed and updated when necessary. Some new positions have been created and have been incorporated into the plan. Other positions have been eliminated. Since the plan was adopted, inequities and compression have developed, and the criteria and weighting of various factors of the system need to be updated.

The Village is seeking a classification and compensation study to re-examine the responsibilities, salary and work performed by various positions. The desired outcomes are the development of new job descriptions, classification of the positions according to a uniform factor point analysis standard, survey of the market of comparable communities to determine representative rates of compensation, and development of a recommended a pay plan.

Some additional goals of the compensation and classification study include:

- Fair compensation: Ensuring that jobs with similar responsibilities and qualifications are grouped together in a compensation plan
- Competitive pay: Ensuring that salary ranges are competitive with the market
- Career progression: Identifying paths for employees to advance in their careers
- Recruitment and retention: Addressing the needs of recruiting and retaining employees
- Minimum qualifications: Reviewing minimum qualifications for jobs to facilitate recruitment

VII. SCOPE OF SERVICES

1.0 GENERAL SCOPE AND DELIVERABLES

All work will be done with regular involvement of the Human Resources Director, the Village Manager and Finance Director. Department Heads and other key personnel will be involved as necessary. Regular presentations and meetings with these individuals or groups and incorporating their input into the process are expected. Public presentation to the Village Council upon completion of the project is required. The study shall evaluate the present wage and benefits structure as compared to the specific job market for comparable positions in public sectors. The consultant shall perform or provide the following:

- Comprehensive evaluation of every job within the Village to determine relative worth within the organization for internal equity.
- Interviews and/or job audits as appropriate. Interviews and/or job audits may be conducted individually or in groups based upon classification.
- Classify positions using a standard factor point analysis or other industry standard techniques.
- Establish appropriate benchmarking standards and conduct wage and benefit surveys for similar positions with comparable municipalities as determined in coordination with the Village.
- Evaluate total compensation against the selected comparable agencies to include salary, and benefits, including such examples as healthcare, retirement, wellness incentives, paid time off, professional certification incentives, housing allowances, etc.
- Develop new job descriptions, where appropriate.
- Identify potential pay compression issues and provide potential solutions.

- Develop and recommend a pay, classification and benefits plan.
- Prepare and present for consideration by Village Council at a public meeting a Final Report, including findings, recommendations and alternatives, all supporting data and analysis, and an implementation strategy.

2.0 NOTICE AND SCHEDULING

Notice to proceed shall be provided to the selected contractor through the Village's issuance of a Purchase Order after all approvals are in place and Agreement is fully executed. The Village Manager or their designee shall coordinate with the contractor to approve the specific schedule for the work.

3.0 SUPPLIES, AND EQUIPMENT

The successful proposer is responsible for furnishing all necessary labor, supervision, tools, parts, materials, and equipment required to complete the project.

VIII. ELIGIBILITY CRITERIA

To be eligible for selection consideration, interested proposers must submit proposals in the manner directed on the first page of this RFP document.

Proposals must contain the following information:

1. ***Cover Letter to include the following information:***
 - a) a statement explaining why the proposer believes itself to be qualified to perform the engagement,
 - b) the total number of professional staff that would be assigned to complete the Project,
 - c) examples of similar projects completed,
 - d) at least three (3) clients for whom the proposer has completed similar projects within the last two (2) years. The references should include the name, address, telephone number and email address of a contact person for each reference cited,
 - e) an authorized agent of the contractor must sign the Cover Letter indicating the agent's title or authority.
2. ***Project Approach:*** Provide a detailed description of the methodology to be used and how tasks will be organized to complete the Project.
3. ***Cost Proposal:*** Provide a complete proposed fee schedule or not-to-exceed cost to complete the Scope of Services. The cost proposal must include a statement that the proposal remains in effect for ninety (90) days.
4. ***Timeline:*** A proposed timeline to include the contractor's best estimate of the number of calendar days to complete the Project should be included in the proposal package.
5. ***State and Local Authorization to Transact Business:*** Submit proof of authorization from the Secretary of the State of Florida to transact and conduct business in the Florida.

6. **Appendix A:** Submit the completed and signed Appendix A acknowledging receipt of Addenda.

IX. INSURANCE FOR AWARDED CONTRACT

1.0 Insurance: The successful proposer shall be responsible for all necessary insurance coverage as indicated below. Certificates of Insurance must be provided to Village within fifteen (15) days after award of contract, with Village Council listed as additional insured as indicated. If the proper insurance forms are not received within the fifteen (15) day period, the contract may be awarded to the next highest ranked contractor. Policies shall be written by companies licensed to do business in the State of Florida and having an agent for service of process in the State of Florida.

Worker's Compensation	Statutory Limits
Employers' Liability Insurance	\$1,000,000 Accident
\$1,000,000 Disease, policy limits	
\$1,000,000 Disease each employee	
General Liability, including	\$1,000,000 Combined Single Limit
Premises Operation	
Products and Completed Operations	
Blanket Contractual Liability	
Personal Injury Liability	
Expanded Definition of Property Damage	
Vehicle Liability	\$300,000 per Occurrence
(Owned, non-owned and hired vehicles)	\$300,000 Combined Single Limit

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.

Compliance with these insurance requirements shall not limit the liability of the successful proposer. Any remedy provided to the Village by the insurance provided by contractor shall be in addition to and not in lieu of any other remedy (including, but not limited to, as an indemnitee of contractor) available to the Village under the Agreement or otherwise.

Neither approval nor failure to disapprove insurance furnished by the successful proposer shall relieve the successful proposer from responsibility to provide insurance as required by this RFP and the awarded Agreement.

X. EVALUATION AND SCORING

A publicly noticed bid opening will be held at the Village Administrative Center. An Evaluation Committee made up of three or more Village staff members will convene in a publicly noticed meeting to evaluate proposals after they are opened. Proposals will be evaluated for responsiveness to the RFP. The Evaluation Committee will prepare a ranking of recommendations to the Village Council based on a point system for entering into contract negotiations. Upon approval of the Village Council, negotiations will commence with the first-ranked proposer. If the Village and the first-ranked proposer are unable to finalize a contract, then the negotiation process will move to the second-ranked proposer and so forth.

Pursuant to Section 287.05701(2), Florida Statutes, the Village may not request documentation of or consider a vendor's social, political, or ideological interests when determining if the vendor is a responsible vendor. In addition, the Village may not give preference to a vendor based on the vendor's social, political, or ideological interests.

The point system for the evaluation and scoring of responsive proposals will be as follows:

Company Overview	0 - 10 points
Project Staffing	0 - 20 points
Cost	0 - 30 points
Timeline	0 - 20 points
Similar Projects	0 - 15 points
References	0 - 5 points
SUBTOTAL POINT RANGE	0 - 100 POINTS
<u>Certified Local Business</u>	<u>10 points</u>
TOTAL POINT RANGE	0 - 110 POINTS

The Village reserves the right to accept or reject any or all proposals, to waive irregularities, technical errors and formalities, and to select a qualified contractor or contractors to provide the Project as it deems will best serve the interests of the Village.

XI. LOCAL PREFERENCE

Firms seeking preference as a local business must complete Exhibit "A". Firms meeting all of the following requirements may seek certification as a local business pursuant to Ordinance 2-327(e), Islamorada, Village of Islands.

1. Has a current Monroe County occupational license or business tax receipt, with a principal office located at a physical address which is between MM 72.658 and the Miami-Dade County boundary line; and

2. The principal office has been established a minimum of 18 consecutive months prior to the date of solicitation of bid 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
3. A minimum of 51 percent of the labor or personnel used to perform the purchase or contract reside in the Upper Keys (MM72.658 to the Miami-Dade County boundary line) at the time of submittal; and
4. 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.

XII. FORM OF AGREEMENT

A draft copy of the form of Agreement for the services is attached as Exhibit "B". The draft agreement includes the major business concerns for the Village, which is subject to change in the Village's discretion. The final agreement will govern the successful proposer's performance under the agreement and shall be executed by the successful proposer(s). All proposers, by submission of their proposals agree to execute an agreement consistent with the terms of this RFP if selected by the Village to perform the Services. The final agreement may not be in the same form as the draft agreement.

XIII. CONFIDENTIALITY AND PUBLIC RECORDS

The Proposal Documents and related materials received from the proposers in response to this RFP will become the property of the Village and will not be returned. The Village is a public agency subject to the Florida Public Records Law.

Florida Statute 119.071(1)(b)(2) provides an exemption for "sealed bids, proposals, or replies received by an agency pursuant to a competitive solicitation" until such time as the agency provides notice of an intended decision or until 30 days after opening, whichever is earlier.

Upon the Village's notice of a decision or intended decisions on selection of a proposer or within thirty (30) days after the opening of the Proposal Documents, whichever is earlier, any material submitted in response to this RFP will become a "public record" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes (Florida Public Records Law). All documents submitted to the Village pursuant to this RFP are public records or documents subject to disclosure, except as specifically exempted by Florida law or other Applicable Law. The Village reserves the right to make all final determination(s) of the applicability of the Florida Public Records Law.

By submitting proposals, each proposer expressly acknowledges and agrees that the Village will not be responsible or liable in any way for any losses that the contractor may suffer from disclosure of information or materials to third parties and the contractor agrees to defend, indemnify, and hold harmless the Village from all costs (including reasonable attorneys' fees) arising from or related to any action under Florida Public Record's Law.

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

Title

Print name

Date

Affidavit
For Certification as a Local Business

State of Florida
County of Monroe

BEFORE ME, the undersigned authority, personally appeared _____
(Affiant's Name), as _____ (Title) of _____
_____ (Name of Company), a _____ (Type of Entity), who after
having been sworn, deposes and states:

1. My name is _____.
2. I am the _____ (Title) of _____
(Name of Firm), and I have personal knowledge of the facts stated herein.
3. _____ (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. _____ (Name of Company) has a current Monroe
County occupational license or business tax receipt, with a principal office located at _

(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 ____ day of _____, 20____.

_____ 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.

AGREEMENT

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

ISLAMORADA, VILLAGE OF ISLANDS

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

and

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

WITNESSETH:

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

Article I. PREAMBLE

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

Section 1.01 The VILLAGE is in need of an independent experienced contractor to provide comprehensive Compensation Classification and Job Study in a timely and responsive timeframe (the "Project").

Section 1.02 On October 16, 2024, the VILLAGE issued Request for Proposals No. 24-18 for the Project, including all Exhibits and Addenda (the "RFP").

Section 1.03 On _____, 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 _____ and no/100 Dollars (\$_____.00).

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

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

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

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

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

Article V. CONTRACTOR'S LIABILITY INSURANCE

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

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

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

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

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

- (a) Workers' Compensation Insurance – as required by law;
- (b) Comprehensive General Liability Insurance, including Premises Operation, Products and Completed Operations, Blanket Contractual Liability, Personal Injury Liability, Expanded Definition of Property Damage - \$1,000,000 combined single limit;
- (c) Automobile Liability Insurance - \$300,000 per occurrence, \$300,000 per Accident for bodily injury and \$1,000,000 per accident for property damage; and

Contractor shall obtain all necessary endorsements to support these requirements.

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

The insurance maintained by the contractor shall apply on a first dollar basis without application of a deductible or self-insured retention. The contractor shall pay on behalf of the Village or the

Village's council members, officials, officers, agents and employees any deductible or self-insured retention applicable to a claim against the Village or the Village's council, officials, officers, agents and employees.

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

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

Article VI. PROTECTION OF PROPERTY

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

Article VII. CONTRACTOR'S INDEMNIFICATION

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

Section 7.02 The CONTRACTOR 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



Islamorada
— Village of Islands

Compensation Classification and Job Study Islamorada, Village of Islands, Florida

Paypoint HR, LLC
695 Santa Maria Lane
Davidsonville, MD 21035
(443) 336-4272

Table of Contents

Cover Letter.....	2
Consultant Information.....	4
Principals	5
Additional Project Personnel.....	7
Recent Studies	9
References	13
Project Approach	20
Assessment of Needs.....	20
Methodology	21
Phase 1 Classification/Competencies Component	23
Task 1A - Project Start.....	23
Task 1B - Baseline Evaluation.....	24
Task 1C - Job Analysis Collection and Completion.....	25
Task 1D - Job Evaluation and Classification Development	26
Task 1E - Draft of Job Descriptions and Policy Guides	29
Task 1F - Develop Guide for Implementation of Changes and Draft Interim Report.....	29
Phase 2 Compensation Component.....	30
Task 2A - Identify Benchmark Positions and External Survey Comparator List.....	30
Task 2B - Design and Distribute Survey	32
Task 2C - Collect and Analyze Survey Data.....	32
Task 2D - Internal Relationship Analysis and Alignment.....	33
Task 2E - Preparation of Draft Report	36
Task 2F - Deliver Final Report and Deliverables for Implementation	38
Implementation.....	40
Work Examples.....	41
Cost Proposal.....	52
Timeline	53
Appendix - Sample PVP Job Description Survey.....	54

Cover Letter

November 19, 2024

Islamorada, Village of Islands
86800 Overseas Highway
Islamorada, Florida 33036

Dear Sir or Madam,

Paypoint HR, LLC is responding to Islamorada, Village of Islands' request for proposals from qualified consultants to provide a comprehensive Compensation Classification and Job Study. The purpose of the study is to help the Village to be recognized as an employer of choice in the area. Paypoint HR will objectively examine the job roles and their placement in the Village's hierarchy, the external market's pay ranges for these same positions, and give recommendations for adjustments of the approximately 115 full-time employees as warranted by the findings. The study recommendations will be substantiated using quantitative evaluations, so that the Village may make informed decisions with respect to compensation including benefits. It is anticipated the project will take 16 weeks to complete at a firm fixed-price cost of \$32,500.

Our methodology is built on working with our clients and their employees to make appropriate, project-focused recommendations and then staying with the Project Team to see the recommendations are put into place. Our clients have peace of mind knowing the key to our success is ensuring implementation of recommendations.

Paypoint HR, LLC realizes that the employees are the most valuable asset and will be treated accordingly. By including employee input in the project, it is our experience that they feel "heard" and "valued." As such, they will be more likely to find the pride and fulfillment that public service lends. This forward-thinking philosophy ensures the Village will be seen as a great place to make a career as well as make a living.

We test our recommendations to ensure they are following sound business practices and will be a solid foundation for our clients going forward. The recommendations we make are intended to produce a structured program that gives ongoing guidance on how to improve an organization's ability to recruit, reward, motivate, and retain talent in a competitive environment. Specifically, we have developed an approach and methodology that incorporates the following:

- Market competitiveness;
- Recognition that compensation is comprised of more than just base pay levels;
- Consideration of changes in recent compensation trends and strategies; and

- Customization of solutions that consider the diversity of needs present within the Client's organization and allows the Client to select the components and options that best meet their overall needs.

Once the recommendations are made for updates to classifications and pay structures, the Village will be given our custom designed tools for implementation and ongoing administration. We will create a custom Compensation Factor Scoring (CFS) system using information gathered during the study and provide the Village access to the system to help place positions in the future.

As an authorized signatory and project manager, Mrs. Karin Campbell will serve as the primary contact by and between Paypoint HR and your office. Mrs. Campbell's contact information is as follows:

Karin Campbell, SPHR, SHRM-SCP, IPMA-SCP
Paypoint HR, LLC
695 Santa Maria Lane
Davidsonville, MD 21035
E-Mail: Karin@PaypointHR.com
Telephone number: (443) 336-4272

If you have any questions, please feel free to contact us. Our response to this RFP is valid and binding for a period of ninety (90) days from the date and time of the bid opening. We look forward to working with the Village on this important project.

Sincerely,



Karin VM Campbell

Consultant Information

Paypoint HR is an innovative, cost effective, and technologically advanced solution for the public sector's need to provide internally equitable and externally competitive pay plans. We are an independent Woman Owned Small Business (WOSB) and have been assisting the public sector achieve their pay plan objectives since 2012. Our firm is in Manteo, North Carolina and Davidsonville, Maryland, which is in close proximity to the United State Naval Academy in Annapolis, Maryland and Washington, DC. Our Sunbiz # is M22000000457.

Our overall approach to the field is unique. Our founding members hail from different practice areas related to classification and compensation. These specialty fields include organizational design, compliance, research analytics, business strategy, and human resources. The common denominator that brings us together is helping our clients recruit and retain quality employees. We do this by collaborating on each project to give our clients strategic recommendations for achieving their goals. We believe we are the only firm that brings together experts from multiple specialty areas to design custom classification and compensation plans that give our clients a competitive edge in the labor markets where they compete.

Our team includes recognized experts in human resource management and understands that while we follow established standards, there is not a "one size fits all" solution to compensation management. The way we look at data is more thorough than our competitors. While we use "standard" calculations for determining pay, we also create ad-hoc reports that meet specific Client needs. We help develop compliant job descriptions and pay plans based on the most current regulations. Clients benefit from the compliance review and appeals processes through a reduction in grievances and an improved sense of equity. Our recommendations take into consideration the business and operational side of organizations.

Paypoint HR's personnel bring several decades of experience of providing total compensation solutions to the public sector. In our response to the Statement of Work, we explain in detail our business history, people, and processes to show the level of resources we bring to the Village. Paypoint HR has staff ready to be deployed for this project and has the resources to confidently provide the Village with exceptional service.

We are members of WorlDatWork and the Society for Human Resource Management. Our personnel keep abreast of new and emerging trends through continuing education in their respective fields and collaborate on each project to bring best practices to our recommendations. Our personnel are well respected and have served as speakers for industry associations, financial organizations, universities, and more. Our personnel are also members of industry organizations and serve on the Board for several groups. Typical studies incorporate a custom external market survey. We also have industry data readily available for use in our assessments. Information we have access to include the most recent survey reports conducted by industry associations, updates to regulations on a federal and state level, as well as latest trends and best practices. We anticipate the client's input on specific survey sources it would like us to use. We feel our expertise, processes, people,

survey data library, and proprietary software distinguish Paypoint HR from other contractors and will help the client reach its project goals.

Our current workload allows us to commit the necessary staff members to the successful completion of the project. We welcome the active participation of the project team throughout the entire study but understand that they will be engaged with other priorities as well. Paypoint HR expects support from the client in communication with key staff, setting up meetings, providing meeting resources, as well as establishing reporting relationships, milestones, and timelines.

Karin Campbell and Dr. Rick Campbell are legally authorized to represent Paypoint HR and will serve as the main contacts for the project.

Project Manager – Primary Contact

Karin Campbell, SPHR, SHRM-SCP
695 Santa Maria Lane
Davidsonville, MD 21035
Karin@PaypointHR.com
(443) 336-4272

Technical Director – Secondary Contact

Dr. Rick Campbell, CCP
695 Santa Maria Lane
Davidsonville, MD 21035
Rick@PaypointHR.com
(540) 815-7837

Principals



Karin Campbell, SPHR, SHRM-SCP, IPMA-SCP

Master of Business Administration, University of Texas
Bachelor of Science in Business Marketing, University of Maryland

Mrs. Karin Campbell has led Human Resource initiatives for more than 20 years. She has helped over 700+ employers and 15,000 employees with the development and delivery of customized HR solutions for employee management programs; conducting labor cost analysis of employee administration, benefits, retirement, workers' compensation, federal, state, and local taxes; budgeting for human capital including recruiting, onboarding, benefits, risk management, training, and compliance; and planning, design, and implementation of payroll administration; health, dental, vision, life, and AD&D insurance; and pension, as well as ancillary benefits within a limited timeframe to large workforces.

She has consulted with clients and their employees on complicated employment topics. Her responsibilities also include development and maintenance of compliance and risk management programs. She has taught OSHA compliance as an adjunct professor. Currently she holds SPHR, SHRM-SCP, and IPMA-SCP designations and serves on the Board for the ASHRM chapter. Karin has a strong understanding of current trends in the benefits industry. Karin worked from 1995-2002 for HRLogic, Inc., a wholly owned subsidiary of Fidelity Investments. Most recently Karin owned her own HR firm, Alpine HR, from 2003

until 2012, when she sold her business. In 2013, Karin along with her husband, Rick, formed Paypoint HR, an HR consulting firm which specializes in employee compensation for both private and public-sector concerns.

Karin's expertise has been utilized in studies that involve:

- Employee Outreach – She has developed time tested approaches to gaining employee buy in through effective communication and involvement of staff at all levels. She has created formats for briefing sessions, and orientations that follow accepted industry protocol and considers both the qualitative and quantitative aspects of data collection. Her approach has allowed for better understanding of the nuances within organizations and uses it to formulate recommendations and overcome obstacles that positively impact acceptance.
- Policy Design and Implementation – She has created a process methodology for implementation of classification and compensation recommendations. The flow of the process lends itself to clear transfer of administration and maintenance from plan adoption through to long-term application.
- Communication Plans – She has led successful projects by creating communication plans with the input of each client to recognize project milestones and progress. She has created relationship reporting to ensure projects are completed on time and within budget.
- Business Strategy – She analyzes the strengths, weaknesses, opportunities, and threats faced by each client and the community they serve to incorporate resources into the final recommendations that maximize return. She has helped clients face challenges in gaining the financial commitment necessary to adopt and implement recommendations.



Dr. Rick Campbell

Ph.D. in Engineering Science and Mechanics, Penn State University
Bachelor of Science in Applied Mathematics, University of Virginia
Certified Compensation Professional (CCP), WorldatWork

Dr. Rick Campbell's extensive education and experience in the field of mathematics has enabled him to understand highly technical issues. Because he has managed both internal and external clients, he has developed the ability to take the most advanced problems and convert them into easily understood terms and processes. He has applied this experience to the field of compensation and classification for the past 112 years.

He has worked for NASA GSFC, GE Aircraft, and Lockheed Martin Space Systems among others. His roles included Team Lead, Project Manager and Principal Engineer.

Dr. Campbell holds 7 U.S. and international patents for his creative ideas on product and process improvement. Rick has experience with Lean Six Sigma for both service

organizations and manufacturing organizations. He brings his unique skills to Paypoint HR to improve the accuracy of our research findings and recommendations.

Rick's knowledge heavily influences the following areas of the study:

- Performance Based Pay – He has built pay plans that incorporate performance metrics and translates them into fair pay based on relevant goals. His plans maintain objectivity and are multifaceted. He has established performance review processes and standards for merit-based compensation pay. He has converted organizations to pay-for-performance that desired merit-pay programs and were limited by existing policy and structures.
- Big Data and Research Analytics – He has worked on projects that have required large data sets and has created the format to collect and manage the data that maintains integrity and validity. He has engineered programs that are user friendly yet robust in their functionality and interpolates data into meaningful information to a granular level.
- Trends analysis – He has reviewed and analyzed data that look for patterns and correlation to determine if they are valid indicators for comparison. He has looked at causality and correlation links to consider potential for predictability.
- Study Validity – He has determined appropriate metrics for comparison in the selection of comparator organizations and benchmark positions to ensure relevancy of findings.
- Financial Impact – He has applied both short-term and long-term implications of recommendations for clients to assist in the ability to project necessary funding and revenue sources.

Additional Project Personnel



LTC (Ret) Narrie Magturo, Director

Master of Science in Environmental Management, Webster University
Master of Science in Environmental Science, Purdue University
Bachelor of Arts in Biology, Capital University
Certification. American Red Cross Disaster Response Team.

- LTC (Ret) Narrie Magturo has over 15 years of relevant human resources efforts related experience and over 22 years in U.S. Army and Department of Defense. His areas of expertise include compliance audits at local, state, Federal, and international levels. Project experience he has been involved include:
- International Treaty Compliance
- ISO 9001 Certification for U.S. Army Chemical Defense Training Facility that produced chemical nerve agents and safely conducted toxic chemical nerve agent training annually for over 8000 Department of Defense, federal, state, and local government personnel.

- United States Army Chemical Safety Council Member
- Conducted compliance audits for over 20 years for military organizations at Company level consisting of 100 personnel up to Division level consisting of over 50,000 personnel.
- Quality Assurance and Quality Control (QA/QC) Operations
- Environmental, Safety, and Health Compliance and Risk mitigation and remediation operations
- Certified Instructor for Department of Defense Critical Vulnerability Assessment Program of domestic and international military installations and government facilities and infrastructure
- Chemical, Biological, Radiological, and Nuclear Operations
- Emergency Management, FEMA Operations, National Incident Management System (NIMS)
- Program/Project Management



Jennifer Holcomb, Quality Assurance Specialist

Bachelor of Science in Health Sciences, San Diego State University
Associate Degree in Nursing, Mira Costa College

Mrs. Jenn Holcomb has worked with Paypoint HR on numerous projects over the last 7 years. Some of her responsibilities include:

- Review, analysis and update of job descriptions, and review of results from job analysis questionnaires to conduct job evaluations and assist in the creation of job family hierarchies within departments.
- Instrumental in the development, dissemination, communication, and collection of external market surveys to collect pay and benefit data from comparator organizations. Her follow-through improves study results by generating a strong database of information.
- Work with members of the project team to coordinate activities that help reach timely audit milestones.
- Design clear and concise reports that communicate complex concepts. She has reviewed findings and vetted support material in the evaluation of audits from baseline analysis through to final deliverables.



Jenna Hurdle, Project Associate

Bachelor of Arts in Criminal Justice, High Point University

Mrs. Jenna Hurdle is a seasoned Legal Assistant with a diversified background in Criminal Justice, Real Estate, and Insurance. With a 13-year tenure in the legal sector, she has garnered in-depth expertise in legal procedures, document management, and client services.



Erin Martell, Technical Writer

Master of Science in Criminal Justice, , Northeastern University
Bachelor of Arts in Liberal Arts, St. John's College

Ms. Erin Martel has 12 years of experience in working with project teams. Erin has strong technical writing skills and has ensured projects meet or exceed client expectations.

Recent Studies

Organization	Project Title and Service Dates
Accomack County, Virginia	Classification & Compensation Study 2023
City of Bath, Maine	Compensation Study 2021 - 2022
Town of Berlin, Maryland	Wage Compensation and Classification Study 2022 - 2023
City of Bellaire, Texas	Classification Study and Total Compensation Study 2023 - 2024
Belknap County, New Hampshire	Pay and Classification Audit – Consultation Services 2021 - 2022
City of Brentwood, Missouri	Employee Compensation (Wage and Benefits) and Classification Consulting Services 2024
City of Broken Arrow, Oklahoma	Classification Study 2024

City of Brooklyn Center, Minnesota	Peer Market Survey and Job Salary Analysis 2024
Bureau County, Illinois	Compensation Plan Study 2019 - 2020
Town of Centreville, Maryland	Classification and Compensation Study 2024
City of College Park, Maryland	Job Classification and Compensation Study 2023 - 2024
City of Columbia, Missouri	Classification and Compensation Data Consultation Services 2018 - 2022
City of Concord, New Hampshire	Classification and Compensation Study 2024
City of Cottage Grove, Minnesota	Position Classification and Compensation System 2020 - 2024
City of Delray Beach, Florida	Compensation and Classification Study 2024
Town of Derry, New Hampshire	Consulting Services for Classification and Compensation 2023 - 2024
City of Des Peres, Missouri	Comprehensive Compensation Study 2024
City of Dover, New Hampshire	Classification and Compensation Study 2019 - 2020
Elko County, Nevada	Compensation and Classification Study 2019 - 2021
Town of Enfield, New Hampshire	Classification and Compensation Study 2023
Eureka County, Nevada	Compensation and Classification Study 2023 - 2024
Town of Farmville, Virginia	Classification and Compensation Plan Study 2019 - 2020
City of Fort Morgan, Colorado	Compensation Study & Analysis 2022 - 2023
Town of Frederick, Colorado	Classification and Compensation Study 2023 - 2024

Town of Front Royal, Virginia	Compensation and Classification Study 2016 – 2018, 2022, 2023
Town of Goffstown, New Hampshire	Classification and Compensation Study 2023
Gratiot County, Michigan	Classification and Compensation Study 2022 – 2023
City of Green Cove Springs, Florida	Comprehensive Classification and Compensation Study 2024
City of Hagerstown, Maryland	Compensation and Classification Analysis 2023 – 2024
City of Jacksonville, Texas	Compensation and Classification Study 2021 – 2022
Kent County, Delaware	Compensation & Classification Study 2022 – 2023
Knox County, Illinois	Classification & Compensation Study 2019 – 2023
Town of La Plata, Maryland	Organizational Design Study 2021 Classification and Compensation Study 2022
City of Lake Dallas, Texas	Employee Compensation Study 2020
City of Largo, Florida	Compensation & Classification Study 2019 – 2020, 2022, 2023 – 2024
City of Leander, Texas	Citywide Compensation Study 2022
City of Marion, Iowa	Compensation and Classification Study 2019 – 2020
Merrimack County, New Hampshire	Pay and Classification Study – Consulting Services 2023
Miami-Dade County, Florida	Position and Compensation Study 2024
Millard County, Utah	Salary Survey and Compensation Analysis Services 2021 – 2022

City of Muscatine, Iowa	Compensation Study 2023
City of Newberry, Florida	Employee Classification & Compensation Study 2023
Town of North Beach, Maryland	Wage Compensation and Classification Study 2023 - 2024
Nye County, Nevada	Classification & Compensation Study and Analysis 2024
Otero County, New Mexico	Wage & Compensation Study 2019 - 2020
City of Portland, Tennessee	Compensation Study 2024
City of Raytown, Missouri	Compensation and Classification Plan 2021 - 2023
Rockingham County, New Hampshire	Pay and Classification Audit 2021
Town of Scarsdale, New York	Compensation and Classification Study 2023 - 2024
City of Seabrook, Texas	Job Analysis & Evaluation 2023
City of South Portland, Maine	Compensation Plan Study 2019 - 2020; 2024
City of St Pete Beach, Florida	Compensation Study 2023 - 2024
City of Stuart, Florida	Classification and Compensation Study 2019, 2024
Town of Sunapee, New Hampshire	Classification and Compensation Study 2024
City of Tomball, Texas	Classification and Compensation Study 2023
City of Villa Rica, Georgia	Compensation Study 2023
City of Waynesboro, Virginia	Comprehensive Classification and Compensation Study 2019 - 2020

References

Contact Name	Contact Info	Project Title and Service Dates
Dee Jones Human Resources Director City of Green Cove Springs	321 Walnut Street Green Cove Springs, FL 32043 (904) 297-7500 x3313 DJones@GreenCoveSprings.com	Classification and Compensation Study 2024

The City of Green Cove Springs employs 134 employees in 91 unique job titles. The scope of work included the following areas of work:

Classification Study

1. Consultant to review current classification grade methodology and propose recommended strategies for the City.
2. Employees to complete Position Descriptions Questionnaires (PDQ's).
3. Consultant to conduct interviews and/or job audits as appropriate. Interviews and/or job audits may be conducted individually or in groups based upon classification.
4. Consultant to compare PDQ's and interviews and job audit results to existing job descriptions.
5. Consultant to update job descriptions to uniformly reflect the distinguishing characteristics, essential job functions, minimum qualifications (education/experience and knowledge/skills/abilities), working conditions (physical demands, work environment, and travel requirements), and certifications/licenses/registrations required for classifications as needed.
6. Consultant to identify Officials & Administrators, Professionals, Technicians, Paraprofessionals, Administrative Support, Skilled Craft Workers, and Service employees, including Fair Labor Standards Act (FLSA) status (exempt/non-exempt).
7. Consultant to present proposed recommendations to the HR Director and City Manager for review prior to making any final classification determinations.
8. Consultant to finalize class specifications and recommend appropriate classification for each employee, including correction of identified discrepancies between existing and proposed classifications.
9. Consultant to identify career ladders/promotional opportunities as deemed appropriate.
10. Consultant to submit recommendations for appropriate implementation measures that the Human Resources staff will need to take.
11. Consultant to provide a straightforward, easily understood, maintenance system that the Human Resources Department will use to keep the classification system current and equitable. The classification system should be provided in an electronic medium. Maintenance should include annual activities, as well as the process we would use in the review of the classification of individual jobs, as needed.

12. Consultant to conduct a comprehensive training program for Human Resources staff to ensure that the staff can explain and administer the new system in the future. The training program should be clearly spelled out in the proposal.

Compensation Study

1. Consultant to review current compensation plan (salary grade levels and steps) and understand current challenges in recruiting and retaining employees.
2. Consultant to recommend and identify a consistent and competitive market position that the City can strive to maintain.
3. Consultant to recommend comparable labor markets, including both private and public-sector employers, for compensation survey.
4. Consultant to develop and conduct a comprehensive compensation and benefits survey.
5. Consultant to recommend appropriate salary range for each position based on the classification plan, the compensation survey results, and internal relationships and equity. Prepare a new salary structure based on the results of the survey and best practices.
6. Consultant to develop guidelines to assist City staff with determining the starting pay for new employees based on knowledge and experience above the minimum requirements of the position, how difficult the position is to fill, and market competitiveness.
7. Consultant to recommend implementation strategies including calculating the cost of implementing the plan.
8. Consultant to identify any extreme current individual or group compensation inequities and to provide a recommended corrective action plan and process to remedy these situations.
9. Consultant to make recommendations and provide implementation strategies related to other key compensation practices, based on market demands, including pay for performance, skill pay, special assignment pay, certification pay, bilingual pay, promotional pay, and acting assignment pay.
10. Consultant to provide system documentation and computer formats/software to administer compensation plan.
11. Consultant to provide recommendations for the ongoing internal administration and maintenance of the proposed compensation plan. Maintenance should include annual activities such as a market survey.
12. Consultant to conduct a compression analysis to include recommendations for implementation.
13. Consultant to conduct a comprehensive training program for Human Resources staff to ensure that the staff can explain and administer the new system in the future. The training program should be clearly spelled out in the proposal.

Contact Name	Contact Info	Project Title and Service Dates
Duane D'Andrea Human Resources Director City of Delray Beach	100 NW 1 st Avenue Delray Beach, FL 33444 (561) 243-7125 DandreaD@MyDelrayBeach.com	Compensation and Classification Study 2024

The City of Delray Beach employs approximately 387 employees in 239 unique job classifications. The scope of services for the project entailed conducting a survey of comparable governmental agencies and private employers if applicable within South Florida (Palm Beach, Broward and Miami-Dade Counties Only) to assess the external competitiveness of the following:

- a. Review current compensation plans for all employee groups (salary, grade levels and steps) of approximately 240 positions.
- b. Prepare a summary and make recommendations for revising the job classification and salary plan that details the following: ensures fairness and competitiveness to attract and retain qualified employees.; enables compensation decision making that is based on valid data and is consistent and defensible across the organization; and is flexible and responsive to changes in the City's objectives or structure and is simple to understand and can be clearly communicated to employees.
- c. Determine comparable labor markets, including both private and public sector employers for compensation survey. Establish appropriate benchmarking standards.
- d. Consolidate the survey result in a clear, objective summary detailing the following: agencies surveyed; position titles surveyed; and position titles that match City position titles in level of responsibility, minimum requirements, and essential job functions.
- e. Conduct a comprehensive salary survey of job classifications in comparable organizations to include salary ranges and actual salaries.
- f. Based upon results of the survey, and review of internal relationships between positions and classifications, recommend a revised Classification & Compensation Plan.
- g. Recommend appropriate salary range for each position based on the classification plan, the compensation survey results, and the internal relationships and equality. Prepare a new salary structure based on the results of the survey and best practices.
- h. Based upon the recommended pay plan, review existing salaries to determine proper placement within proposed classifications, and recommend appropriate "equity adjustments" as needed.
- i. Identify any extreme current individual or group compensation inequities and provide a recommended corrective action plan and process to remedy these situations.

Contact Name	Contact Info	Project Title and Service Dates
Donna Jentink HR Compensation Supervisor City of Largo	201 Highland Avenue Largo, Florida 33770 (727) 586-7349 DJentink@Largo.com	Compensation & Classification Study 2019 – 2020, 2022, 2023 – 2024

The City of Largo employs 232 non-represented employees across 168 job titles. The scope of work for the Compensation & Classification Study included

- Conduct a comprehensive salary survey for the City's Non-Represented positions to determine and identify quality job matches for each job title.
- Conduct a compensation and classification study of the City's job titles in the Non-Represented Pay Groups: City Manager, Executive Management, Operational Management, Professional/Technical, Temporary, and Variable.
- Review job titles and make recommendations for pay group, grade, range placement of current and proposed positions based on the classification study and salary survey.
- Review job families and career ladders and identify problem/concerns within the internal hierarchy system and propose methods to correct.
- Prepare a framework for a new and improved compensation structure to include definitions for each pay group identified, recommended pay ranges per group, and the list of the job titles to be classified to each unique pay group and pay range.
- Determine if the Professional/Technical group should be further defined and separated. Determine if the Operational Management group should be further defined and separated (ex. a business track vs. technical career track).
- Perform a comprehensive compensation analysis to address internal equity and compression issues considering employee compensation history, annual compensation in relationship to pay range spread, midpoint, anniversary, education, directly related years of experience and related factors to include state and federal regulations.
- Conduct an analysis of the City's administrative support classifications for the purpose of recommending job descriptions that more effectively capture the department's administrative needs city-wide.
- Recommend specific job evaluation methodologies and approaches to ensure the establishment and maintenance of a job evaluation and pay system based on internal equity and competitiveness with the public sector and private sector (similar sized organizations).
- Review and determine best practices and improved narratives to enhance the process in which the City administers the following personnel actions and handling of the transaction for the City's consideration in updating the Personnel Rules and Regulations, Section VI: Pay and Classification Plan. Personnel Action Types: Starting Pay, Rehire, Reclassification and Types, Delete/Add, Demotion, Promotion, Transfer, Standby Time, and Call Back Time.

Contact Name	Contact Info	Project Title and Service Dates
Roz Johnson Human Resources Director City of Stuart	121 SW Flagler Avenue Stuart, FL 34994 (772) 288-5322 RJohnson@CI.Stuart.FL.US	Classification and Compensation Study 2019, 2024

The City of Stuart has a total of 251 full-time budgeted positions with 79 in one of two collective bargaining units and 40-45 part-time employees across 121 different classifications.

Classification

- Conduct a job audit of selected benchmark positions, including general task analysis by department. This review may include interviews with Department Directors, division managers and other key personnel and/or employees to determine the essential functions of each position. Benchmark positions to be determined by the project team, input from Department Directors and guidance from the consultant.
- If deemed the appropriate method, prepare/provide a job analysis questionnaire for City management approval. The City would facilitate its distribution and completion.
- Assign all jobs to salary grades based on an objective evaluation of compensable factors related to the duties and responsibilities of the individual job.
- Refine job classifications/titles to accurately represent job duties and responsibilities as necessary. Review supervisor/management titles and recommend titling structure which defines consistent levels of responsibility across the organization.
- Review a sampling of existing job descriptions and recommend updates, as needed, including requirements of education, experience, knowledge, skills, and abilities.
- Map career ladders/promotional opportunities for selected classifications.
- Provide methodology for evaluating the classification of positions/jobs on an ongoing basis. Train Human Resources personnel in the administration of the proposed new/modified classification system.
- Assess FLSA designation for select positions.

Compensation

- Review the current pay grade and salary ranges of City positions, including recommending appropriate salary ranges based on compensation survey and study results and appropriate salary range for each position.
- Evaluate current pay plan structure (i.e. number of pay grades, including additions, deletions, and/or consolidations, appropriateness of pay range spread from salary minimum to maximum).
- Conduct interviews, as necessary, with City Manager, Human Resources personnel, and Department Directors for the purpose of clarifying and determining project scope, selection of entities to be surveyed, and identification of benchmark

- positions. Listing of the benchmark agencies to be utilized in the study shall be subject to review and approval by the project and/or executive team prior to the initiation of the work.
- Determine the appropriate labor markets for the study (non-bargaining, PBA, and IAFF) and determine existence of relevant salary survey data.
 - Develop and conduct an external compensation survey comparing benchmark positions with other local government and private sector entities in order to identify the City's competitive position in the regional labor market. This compensation survey shall include the actual salaries and tenure in position of employees in said benchmark positions, with anomalies identified.

Contact Name	Contact Info	Project Title and Service Dates
Mike New, PE City Manager City of Newberry	25440 W. Newberry Road Newberry, FL 32669 (352) 472-2161 MNew@NewberryFL.gov	Employee Classification & Compensation Study 2023

The scope of services for the project included

1. Conduct a comprehensive classification and compensation study survey on the appropriate labor markets and agencies within the competitive area for the City. Specific Labor markets to be established once company has been selected in consultation with the City Staff. This survey shall include all pay classifications for which sufficient and valid external salary data is available.
2. Review City documents including policies & procedures, bargaining agreements, staff reports, organizational charts, current pay plans, job descriptions, and/or other City records/reports, as necessary.
3. Conduct a pay compression analysis for all positions that addresses the issue of internal equity and provide a detailed written recommendation for addressing any equity issues identified along with the fiscal impact associated with the recommendation.
4. Recommend a pay classification system, including but not limited to, a comprehensive pay range system with detailed minimum, midpoint, and maximum salary ranges that can be utilized after completion of the project. Group positions based upon duties performed, knowledge, skills, and abilities for the position.
5. Recommend the assignment of each job classification to a pay grade. In addition, consultant to recommend any changes to the current job title names to be align with industry standard.
6. Identify career ladders/promotional opportunities as deemed appropriate.
7. Survey the relevant labor market for merit pay practices being used and recommend pay incentive practices to include consideration of merit pay and alternate reward strategies.
8. Recommend procedures for initial hire rates to include experience-based hiring.

9. Review existing classification/compensation structure and policies to determine what policy revisions are necessary.
10. Identify any extreme current individual or group compensation inequities and provide a recommended corrective action and plan to remedy these situations.
11. Prepare implementation strategy and cost analysis.
12. Provide the Fair Labor Standards Act designation for each job classification to be determined by the "duties" test.
13. Provide any recommendations for changes to existing job descriptions to ensure they are up to date and accurately reflect employee's current duties and responsibilities.
14. Provide a method for future analysis of new positions and what the appropriate pay rate and range will be.
15. Prepare a written report of recommendations, including discussion of methods, techniques and data used to develop the Classification & Compensation Plan.
16. Provide on-going support for the placement of new jobs in the classification and compensation study, as required, until completed to the satisfaction of City.

Project Approach

Assessment of Needs

Paypoint HR has done a preliminary review of possible hurdles specific to Islamorada, Village of Islands' ability to attract, motivate, and retain employees. Furthermore, our project history has familiarized us with projects similar in size, scope, and services. You can feel confident our approach is time tested.

Our understanding of the project is that Islamorada, Village of Islands is a full-service municipality that provides both its residents and tourists with a full range of municipal services including but not limited to fire rescue , public works, and parks and recreation. The Village desires to update their current compensation plan in order to keep up with current compensation practices. The purpose is to attract and retain a high performing and engaged workforce that will continue providing excellent service to those who live in the Village.

Possible Challenges

Paypoint HR found the following issues as possible sources of challenges:

- Increase in community demands and expectations for service offerings paired with limited resources to quickly adapt,
- Difficulty recruiting qualified individuals for certain positions,
- Job roles have changed due to changing technology, increased regulations, etc.,
- Increasing cost of employee benefits,
- Pay compression, external inequity, and perception of internal inequities, and
- A highly competitive labor market with other public and private employers in the region competing for the same labor force.

These obstacles are independently problematic and collectively require a change from a tactical management style to a strategic management philosophy. We believe developing a long-term strategy for recruiting and retaining employees is the true intent of this RFP. Paypoint HR understands we will be working with an appointed team leader, key leadership staff, and stakeholders (Project Team) to validate the scope of services, methodology, timelines, and other deliverables. We anticipate several virtual meetings, but we remain flexible to meet your needs. We are planning that meetings will be used to kick-off the project, employee briefing sessions, and presentation of the findings of the study.

Methodology

Our methodology is comprehensive and encompasses all of the requirements specified in the RFP. Phase 1 focuses on the Classification/Internal Components. Phase 2 focuses on the Compensation/External Component. The standard methodology we will use to conduct both phases of the study is laid out in the flowchart and delineated below.

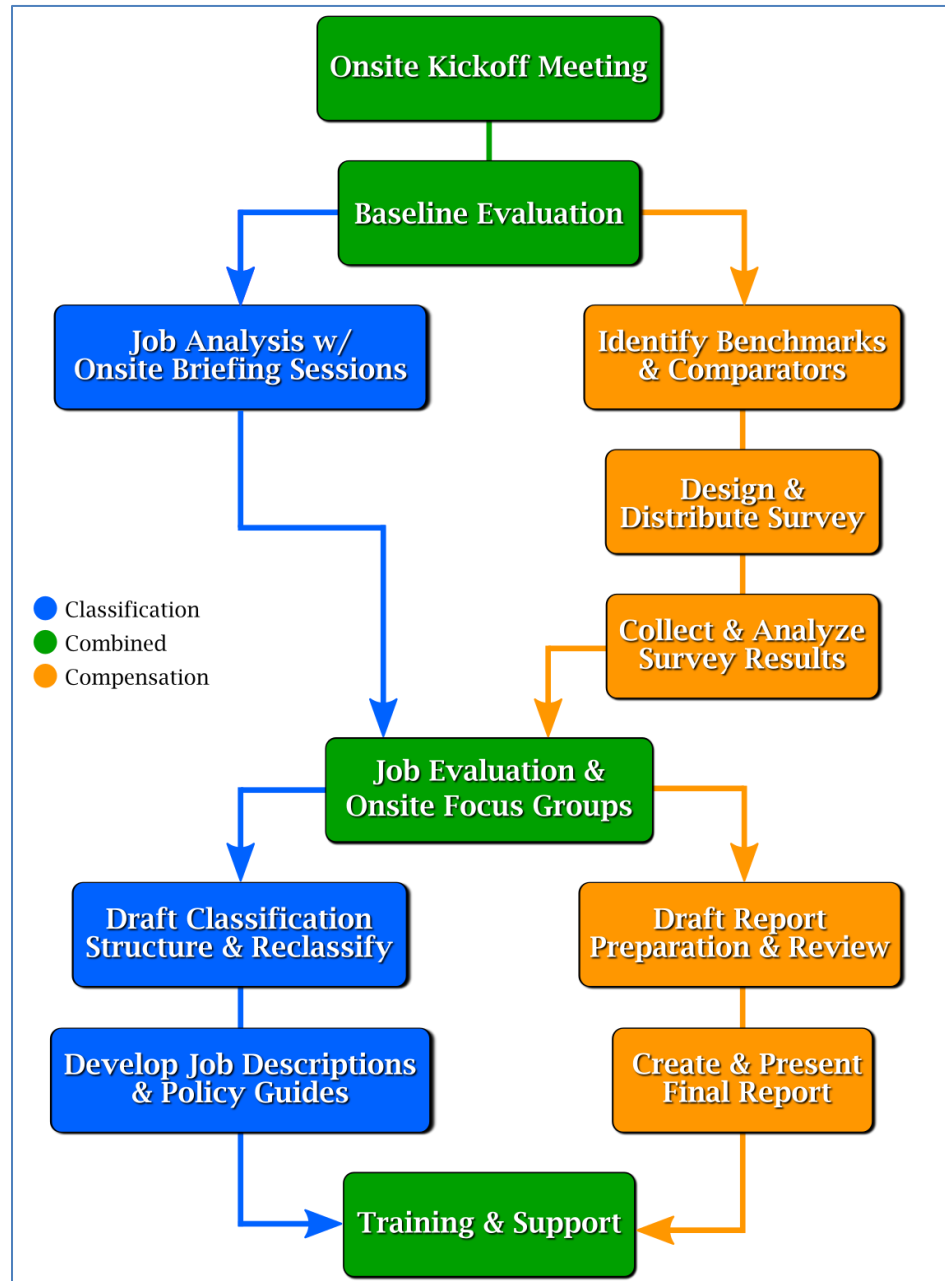


Figure 1 - Process Flow Chart

Paypoint HR plans to conduct the internal equity portion of the study prior to the external portion of the study though some activities will be conducted simultaneously. The reasons for this include:

- Job titles and job descriptions are, in the minds of the employees and their supervisors, inextricably associated with the “worth of the work” or pay. Compensation is often a highly emotional issue. By separating the two phases of the study, even though elements of the phases may be conducted concurrently, it gives us two separate yardsticks of measure.
- The compensation review will be completed when there is a full understanding of the scope of work, thereby ensuring that the data developed from the labor market and client’s classifications are correct.

Paypoint HR uses an expectation of excellence philosophy when approaching our projects. Based on the size and scope of each project, we determine the most effective utilization of resources and build our project team. We use secure, effective communication tools to safely and transparently share information. This approach tends to take a people-centric perspective, implementing short phases or steps that rely on ongoing feedback. This continuously reshapes and refines the project path. The methodology has proven successful over time and frees teams from using a cookie cutter approach to designing a custom work product. As a consequence, we are able to offer faster turnaround and the dynamic ability to quickly adapt to changes.

Phase 1 – Classification/Competencies Component

- A. Project Start and Initial Meetings
- B. Baseline Data Collection and Initial Analysis
- C. Job Analysis Collection and Completion & Focus Groups
- D. Job Evaluation and Classification Development
- E. Draft Job Descriptions and Policy Guides
- F. Develop Guide for Implementation of Changes and Draft Interim Report

Phase 2 – Compensation Component

- A. Identify Benchmark Positions and External Survey Comparator List
- B. Design and Distribute Survey
- C. Collect and Analyze Survey Data
- D. Internal Relationship Analysis and Alignment
- E. Preparation of Draft Report
- F. Deliver Final Report and Deliverables for Implementation

We will look at both qualitative data and quantitative data throughout both the classification and compensation portions study. The purpose of statistical data allows us to capture a snapshot of the existing plan and create baselines on the existing plan. This gives us a starting point to uncover areas of possible review and revision recommendations.

Phase 1 Classification/Competencies Component

This phase of the assignment will result in the study of all classes that includes the comparison of classes within series and to other occupational levels within the organization. Study tasks include: project initiation and orientation, employee orientations, creation of custom survey for employees and managers, completion of Position Vantage Point by employees, desk audits by managers and/or Human Resources, and interviews with employees/focus groups. The cumulative information gathered will culminate in the preparation of revised or new class specifications, and a review process for all employees included in the scope of the study.

Task 1A – Project Start

The project initiation phase encompasses all the steps required to initiate the project. This task includes the following activities:

Kick-Off Activities

- Request pertinent materials prior to the project initiation meeting so that Paypoint HR has an understanding of the scope of the study, an understanding of the client's current classifications, and is prepared to seek further relevant information during the initial meetings.
- Obtain relevant information and statistical/anecdotal data on specific compensation issues and policies. Obtain insight into perceived current compensation system strengths and weaknesses. Identify current incumbents and gather any other documentation to gain better understanding of the client's operations.
- Meet Human Resources Director to discuss project context and methodology, determine reporting relationships, and clarify project understanding and Milestones to create the Communication Plan.
- Reach an agreement on a schedule for the project including all assignments and project milestones/deliverables and deadlines for completion of the assignment.
- Establish an agreeable communication schedule while identifying potential challenges and opportunities for the study.
- Schedule employee Kick-Off briefing sessions.
- Create an Executive Announcement Letter for distribution to staff.
- Initial review of relevant materials, including: (a) any previous projects, research, evaluations, or other studies that may be helpful to this project; (b) organizational charts for departments and divisions along with related job descriptions; (c) current position and classification descriptions, salary schedules, salary ranges, pay scales, payroll reports, and classification systems; (d) strategic business plans and budgets; (e) personnel policies and procedures; and (f) evaluation criteria.
- Discuss the Client's strategic direction and the short-term and long-term priorities.
- Review any data provided by the Client that may provide additional relevant insight.
- Review internal career ladders in order to identify needs, make recommendations, and keep positions competitive in the market.
- Maintain open lines of communication.

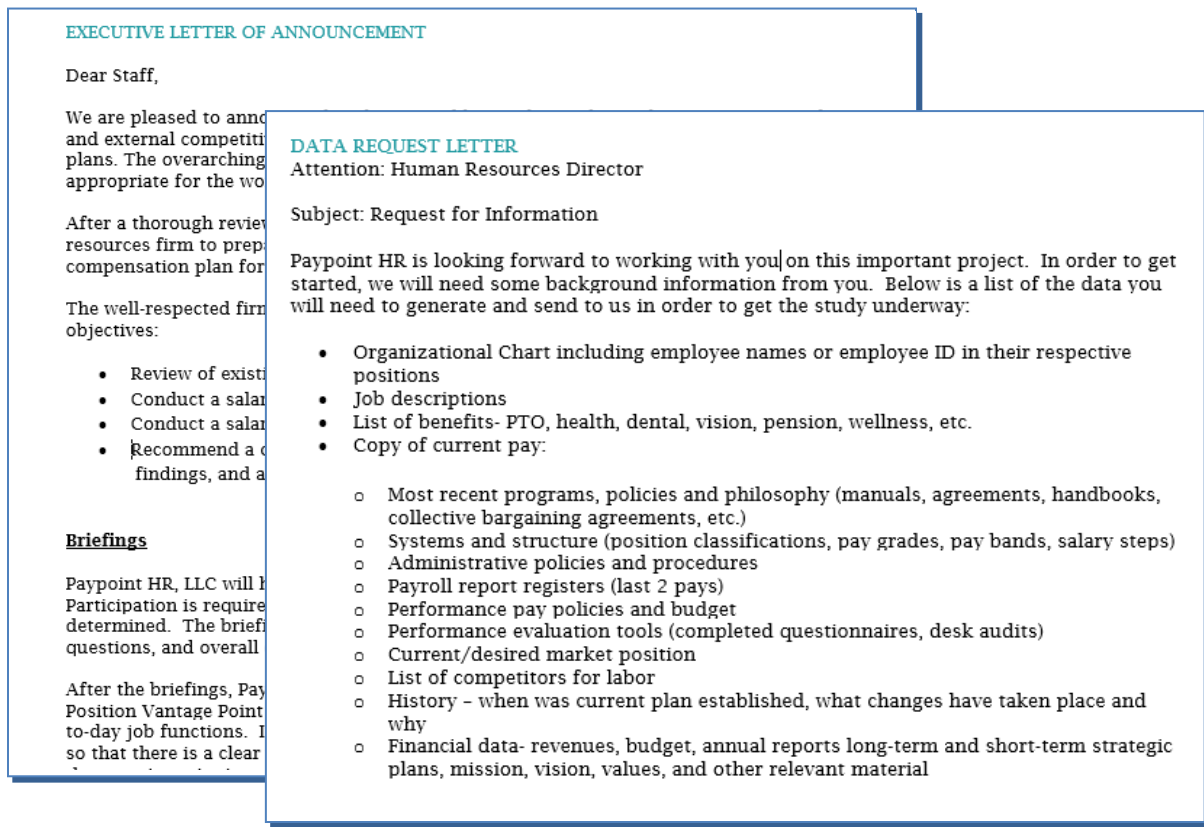


Figure 2 - Sample Letter Templates

Task 1B – Baseline Evaluation

Paypoint HR will incorporate the accumulated knowledge and understanding of the project gathered at this point into a main client file. Data will be collected throughout the project and will be housed in this central location. The Baseline Evaluation Task evaluates the current system as outlined and includes the following activities:

- Conduct a comprehensive preliminary evaluation of the client's existing position review process. Conduct any necessary question and answer sessions. Develop an accurate database of client's employees for study and review data as well as career ladders. Understand the client's approach to compensation and overall philosophy on attracting and retaining competent staff.
- Review the existing pay structure and processes to look for potential problems to be resolved. Determine the strengths and weaknesses of the current pay plan(s).
- Complete an assessment of the current conditions that details the pros and cons of the current system as well as highlights areas for potential improvement in the final adopted solution.

- Conduct a thorough review of all background materials related to the client's classification system. Review information from the department head as well as incumbents. Conduct interviews as appropriate.
- Document accepted compensation and classification philosophy and budgets based on input from the Study Project Leaders and other key staff.
- Gain understanding of employee recruiting and retention processes to uncover challenges in the local labor market and provide guidance on market positioning strategies.
- Once a baseline is determined, establish the client's current position as compared to the local market using sources of data preferred by the client as well as Paypoint HR's resource library for consideration.
- Look at goals for recruiting and retention with regards to sustainable budget amounts that will support recommendations on market position strategy.
- Consider both current and anticipated information technology programs, software and staffing levels to support, implement, administer, and maintain the recommendations given to the client by Paypoint HR.

Current Grade	#	# near Min	% near Min	# near Max	% near Max
9	7	5	71%	1	14%
10	2	1	50%	0	0%
11	8	5	63%	0	0%
12	13	5	38%	2	15%
13	8	2	25%	1	13%
14	7	1	14%	3	43%
15	8	3	38%	0	0%
16	15	2	13%	2	13%
17	5	2	40%	0	0%
18	8	0	0%	4	50%

Figure 3 – Sample Baseline Evaluation

Task 1C – Job Analysis Collection and Completion

The job analysis portion of the study includes employee outreach. We find that by having employee involvement, your staff will feel more valued. By gaining insight from employees about their position and the overall pay structure, in their own words, the study deliverables will be more relevant and as a result, employees will be more inclined to accept recommendations.

During this stage in the process, the following milestones will be met:

- Conduct employee briefing sessions to review the role of employees, the role of supervisors, the scope of work to be covered by the study and to explain how to complete the job analysis questionnaire (Position Vantage Point, or PVP.) It is communicated to employees that this process is not a performance review, but rather an identification of what should be required for new employees.
- Employees will be given a period of time to complete the PVP, usually 10 – 14 days. Employees are encouraged to retain a copy of their responses for their records.
- Completed surveys are given to department heads for their review and input. Front line supervisors often work in collaboration with department heads during this process. Typically, this process takes 7 – 10 days.
- Department heads turn in the reviewed PVPs to Human Resources for any further input with the final product then provided to Paypoint HR for analysis.

Task 1D – Job Evaluation and Classification Development

Task 1D of the project acknowledges the job analysis information and supporting material. The Village may have Paypoint HR utilize an existing classification method or choose to utilize Paypoint HR's Compensable Factor System (CFS). Once the job analysis PVP is distributed, Paypoint HR will:

- Facilitate collection of job descriptions, desk audits, and supporting materials from the Study Project Leaders or designated Human Resource department contact. The job descriptions, audits, and supporting reports will be reviewed and analyzed in detail along with other documentation to obtain an understanding of the duties and responsibilities assigned to each position.
- Identify the classification of existing positions utilizing the existing job evaluation system, review jobs, and characterize the internal equity relationships within the organization.
- Review all class specifications with the Study Project Leaders. Review each classification and score the classification using a point factor system or the system that the client has in place. Include an evaluation of results.
- Develop preliminary recommendations for the classification structure. The classification system designed at this point will be based solely on internal equity relationships and will be guided by scores for each classification. Essentially, a structure of classifications will be reviewed and classifications with similar scoring would be grouped into pay grades. The final decision on the minimums and maximums of the pay grades will be determined after the market data has been collected.

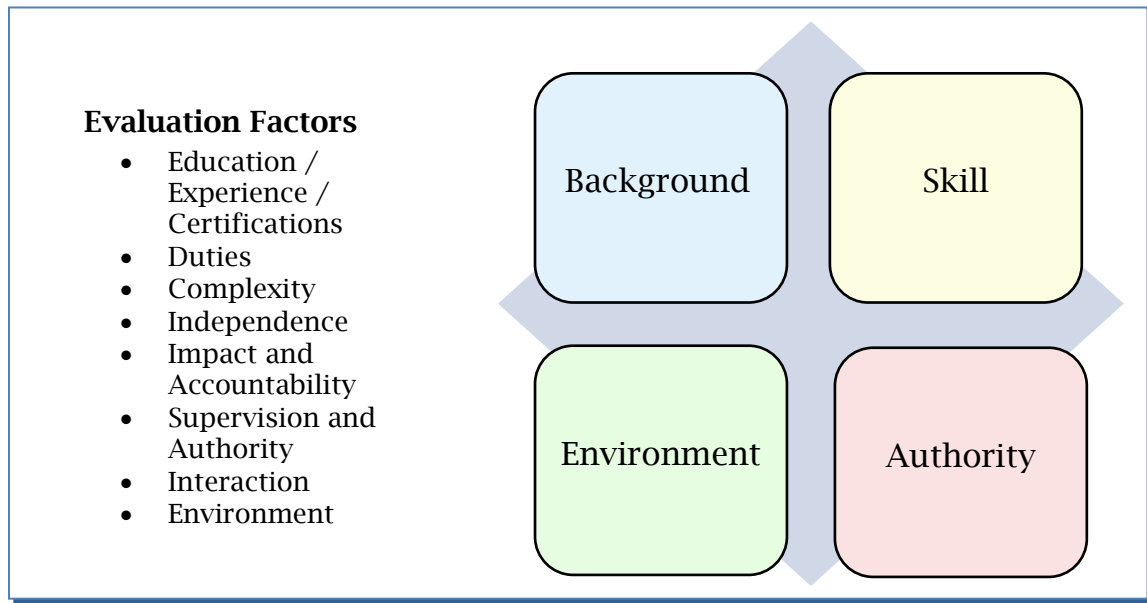


Figure 4 - Position Evaluation Factors (Example)

Prior to developing detailed class descriptions, our job evaluation will result in a classification plan concept and employee allocation discussion with the Project Team. We recognize the Village will have its own factors to determine hierarchy. We will compare changes in business needs and operations, as well as any reorganization, with the established classification system and job families, as well as review internal relationships between classifications.

Our job evaluation method involves a quantitative approach. The whole position classification methodology examines your current evaluation criteria and augments it with other factors as needed. Our analysis will include our assessment methodology. We will list broad class concepts and highlight where significant changes may be recommended, such as, expanding or collapsing class series in the same functional area and/or separating or combining classifications assigned to different functional areas. We will review and analyze current classification series, the number of classifications and classification levels, and job families. We will also review and update established titling guidelines for the studied classifications for appropriate and consistent titling.

A detailed, incumbent-specific allocation list for each position included in the study will be prepared, specifying current and proposed classification title and the impact of our recommendations (reclassification upgrade or downgrade, title change, or no change). After we have completed this process, a meeting will be arranged to review any recommended changes to the classification plan with the Study Project Leaders.

After preliminary approval of the class concepts and allocation lists, recommendations for new and/or updated class descriptions will be developed for each proposed classification following the format approved by the client.

From the review of the PVPs, desk audit reports and any interviews, we will update duties, responsibilities, and minimum qualifications of each class specification, as necessary, or develop new class specifications if duties, responsibilities, and minimum qualifications have changed significantly. We will recommend new classification/class levels and/or operational changes, business needs, and any reorganizations that require new classifications. Analysis of FLSA, EEO, and ADA requirements will also be analyzed for compliance.

Index of Current to Recommend Job Classes

Current Job Class	New Job Class	Trans Code
Superintendent of Printing	Printing Supervisor	T
Support Services Project Manager	Delete	D
Survey Party Chief	Survey Party Chief	N
Surveyor I	Surveyor	M,D
Surveyor II	Surveyor	S,N
	Utility Locator	J
Switchboard Operator	Clerical Assistant	M,D
Systems Analyst	Systems Analyst	N
Transaction Codes		
M – Merge into Other Class	S – Split into Two or More Classes	
T – Title Modification	N – No Change	
D – Delete Class Title	J – New Job Class	

Figure 5 - Sample Index of Current to Recommended Classes

The Index of Current to Recommended Job Classes is an alphabetical listing of all job classes currently used by the client and the recommended disposition of each of those job classes and titles. Current data is from the payroll, class specifications, and/or job descriptions, classification plan, and PVPs. New data includes job class title and transaction codes.

Task 1E – Draft of Job Descriptions and Policy Guides

Task E of the project will draft a job class classification and allow for review by the Village. This task includes the following activities, principally for new job titles and those that have substantially changed, namely:

- A draft copy of the revised/new class description with an allocation recommendation will be submitted to the Project Leaders.
- Department Heads and managers will receive a copy of their employees' draft job descriptions and will be asked to review their comments and feedback to verify and concur with the information provided.
- Subsequently each manager, supervisor, and employee will be given an opportunity to provide comments and concerns regarding any modifications to the classification structure and specifications.
- Our experience has been that this is one of the most critical phases of the project (but also one of the most time-consuming).
- Our proactive and effective communication process at this crossroad has always avoided formal appeals, adversarial meetings, or major conflicts after the study.
- Paypoint HR will provide a format for the client to show each employee whose position was studied, and how their position is being affected.
- The form will have two options for the employee's signature: one line is reserved for employees who have read and agree with their draft job description; the other line is reserved for employees who have read the draft class description and disagree with certain parts, want to make changes, want to add or delete information, or have general questions about the description and/or the process.

Task 1F – Develop Guide for Implementation of Changes and Draft Interim Report

A Draft Interim Report of the Classification Study will be completed and submitted to the client for review and comment. The report will contain:

- A recommended classification plan;
- A classification implementation and maintenance manual, including documentation regarding study goals and objectives, classification methodology, approach, and process, as well as analysis and resulting recommendations;
- The recommended allocation list, and classification title changes; and
- Classification concepts and guidelines, as well as distinguishing characteristics and other pertinent information for implementation and continued maintenance of the pay plan.

Once we have received the Village's comments regarding the Draft Interim Report and have made any necessary changes, a Final Classification Report will be developed that is compliant with State and Federal Regulations.

Phase 2 Compensation Component

This Section of the study will result in the development of labor market survey parameters and the collection and evaluation of labor market survey data. The findings from the compensation component will be reviewed and analyzed to look for areas of possible improvement. Paypoint HR will create a pay structure that meets the Village's objectives. We will give the Village perspective on the economic impact adoption of the recommendations will have on the Village. This will make the factors for implementation clear and help anticipate needed steps to meet the overall goals.

Task 2A – Identify Benchmark Positions and External Survey Comparator List

Task 2A of the compensation portion of the study will include identifying benchmark job positions and identifying a mutually agreed upon list of external comparators to be included in the external survey. In order to complete this, the following steps will be taken:

- Involving the Study Project Leaders and stakeholders as appropriate, in the decision-making process.
- Agreement on which agencies are included *PRIOR* to beginning the study. Our experience has shown that this is the most advantageous approach.
- Conducting a thorough review of all materials to date including: employee database, classification listing, interviews, compensation review, and meetings with the Project Management Team. This will be closely followed by an exploration of the Project Team's overall strategic compensation vision.
- Thoroughly reviewing the various components of existing compensation plans and policies as well as the regulatory environment surrounding compensation.
- Identifying highly competitive positions within the organization and customizing the survey where appropriate.
- Reviewing and discussing how a compensation program might be designed to support the organization's business strategy and organizational objectives.
- Confirming and discussing the Project Team's preferred percentile placement within the market place.
- Acknowledging the organization's policy with respect to internal pay equity and employee perceptions of fairness.
- Addressing the Project Team's philosophy with respect to employee retention including the role compensation plays in retention issues.
- Reviewing the Project Team's philosophy with respect to fiscal sensitivity and flexibility.

"Benchmark classes" are normally chosen to reflect a broad spectrum of class levels. The positions that are selected normally include classes that are most likely to be found in other similar agencies and will therefore provide a sufficient and valid sample for analysis.

Benchmark positions should encompass the entire range of positions from the beginning of the pay ranges to the end. There should be a number of positions equally interspersed among the pay scale. Positions that have been difficult to attract and retain excellent

employees should be included. Paypoint HR will offer information and examples for the Project Leaders to consider and which will provide a measurable, rational, fact-based methodology to determine the relative job worth within the organization (as required by the EEOC).

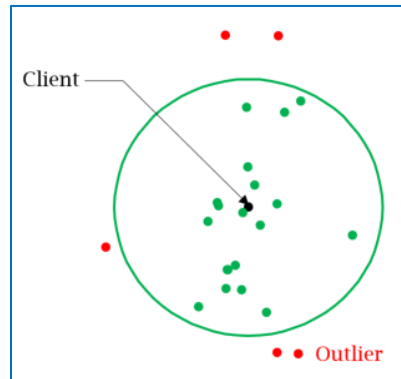


Figure 6 - Illustration of Economic Variance Using the Client as the Baseline

Paypoint HR will conduct an economic analysis of regional organizations to identify a preliminary unbiased list of appropriate comparators. The purpose of this step is to ensure the worthiness and legitimacy of using these organizations to develop recommendations. This adds validity to the findings and yields defensible results. We will keep in mind the Project Team's criteria on such factors as degree of competition for obtaining and retaining candidates for high quality staff, their location in the Village's traditional recruitment areas, and their level of service. Paypoint HR uses objective parameters to determine the legitimacy of findings. Below is a list of possible criteria to consider when selecting organizations to be sampled:

Sample List of Selection Criteria

Median Housing Price	Unemployment Rate
Median Household Income	Labor Force Participation Rate
Cost of Living Adjustment	Proximity
Population	

Each organization considered is given a variance score related to data points and an aggregate variance score is created. This will help identify the organizations whose results will provide validity to the study. Upon identifying benchmark positions and the selected comparators, Paypoint HR will then create the document for surveying the selected organizations and conduct the external survey.

Task 2B – Design and Distribute Survey

In Task 2B of the study, it is anticipated that the creation and distribution of the external survey will take place. This analysis will include a detailed concise presentation of data to be collected. The survey will include job titles along with a brief summary of each position. This approach allows respondents to compare job description to job description and not just job titles, therefore ensuring true "matches" from the survey respondents.

Paypoint HR will send the survey to all comparators and if necessary, complete Freedom of Information Act (FOIA) requests. We conduct all of the survey distribution, data collection, and analysis ourselves to ensure validity of the data and to enforce quality control. While there is an industry standard of 5-15% response rate for surveys, Paypoint HR typically receives 25-40% response rates. While the surveys are out for distribution, Paypoint HR will further examine the existing compensation environment to establish a baseline and keep in contact with the Project Team.

Task 2C – Collect and Analyze Survey Data

Client's Job Title	Client's Job Summary	Match	Min	Mid	Max
Accounting Technician	Performs intermediate technical and clerical work involving the preparation and/or maintenance of fiscal or related records; does related work as required.	Exact Match - 100%	\$15.61	\$18.53	\$26.07
Administrative Assistant	Performs difficult skilled clerical work providing a variety of administrative, secretarial and record keeping duties; does related work as required.	Very Good Match - 75%	\$14.15	\$18.72	\$23.64
Benefit Programs Specialist I	Determines eligibility and re-determination of eligibility of individuals and families for financial assistance, food stamps, medical assistance, and other social services' benefit programs. Entry level.	Exact Match - 100%	\$19.92	\$19.95	\$33.26
Building Inspector	Performs intermediate technical work in the inspection of all phases of building plans and construction.	Exact Match - 100%	\$18.08	\$26.72	\$30.20
Chief Deputy Treasurer	Performs difficult technical and administrative work assisting in the operation of the Treasurer's Office; does related work as required.	Exact Match - 100%	\$35.77	\$45.37	\$59.74
Communications Officer	Performs intermediate skilled clerical work dispatching law enforcement, fire, rescue and other equipment and personnel usually in response to emergency situations; does related work as required.	Very Good Match - 75%	\$18.06	\$20.32	\$30.16
Communications Supervisor	Performs difficult technical work overseeing and participating in dispatching law enforcement, fire and rescue equipment and personnel to emergency and non emergency requests for service.	Very Good Match - 75%	\$20.95	\$25.92	\$34.99

Figure 7 – Sample of Job Summaries in External Survey

Following the distribution of the surveys, Paypoint HR will collect the data and conduct an in-depth review of the survey results with the Study Project Leaders, as appropriate. The purpose of this review is to identify any additional information needed or areas that require further analysis. Paypoint HR will examine salary spread for all grades, ladders between grades, and identify the possibility of positions being compensated differently than

intended from the existing plan. We will examine the distribution of employee salaries to highlight challenges and conduct an analysis of wage compression using Paypoint HR's proprietary statistical processes, if requested. Positions that contribute to compression are specifically identified for adjustment.

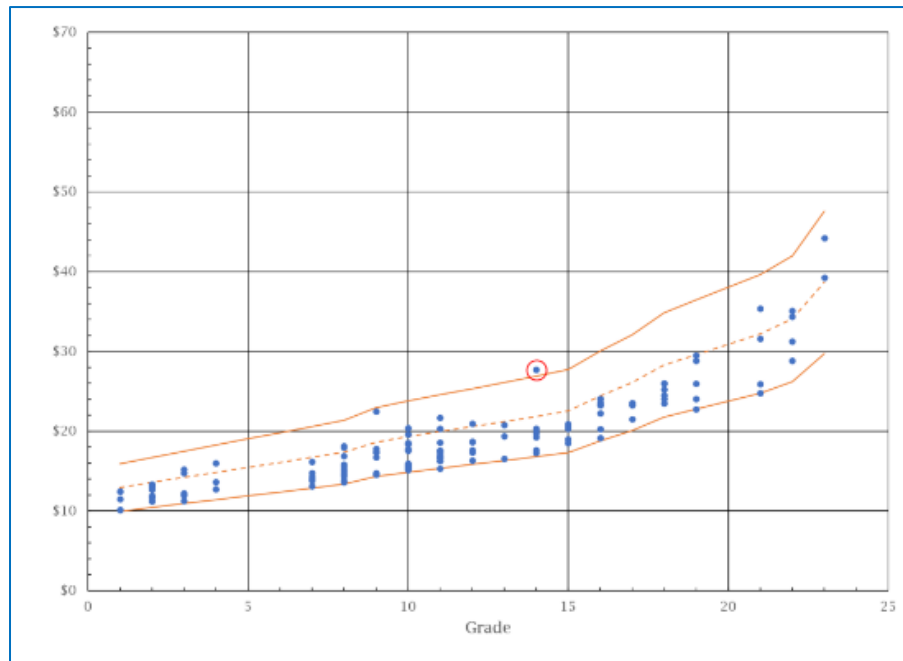


Figure 8 - Baseline Analysis of Client's Workforce

Task 2D – Internal Relationship Analysis and Alignment

To determine recommendations for internal equity, considerable attention will be given to this phase of the project. It is necessary to develop an internal position hierarchy based on the organizational value of each classification. By reviewing those factors, we will make recommendations regarding vertical salary differentials between classes in a class series (if recommended), as well as across departments.

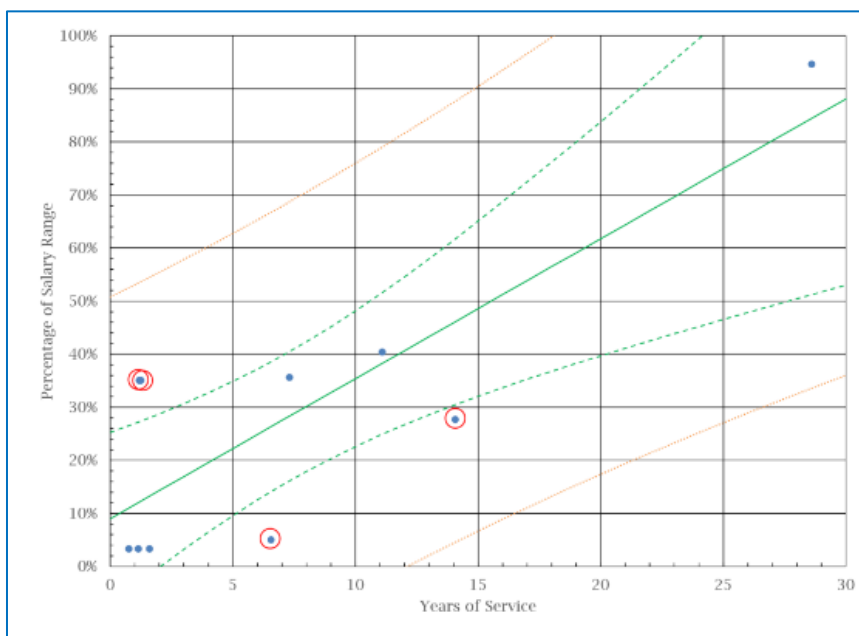


Figure 9 - Sample Internal Compression Analysis

Paypoint HR analytically develops an internal hierarchy based upon the job analysis responses. The ultimate goal of this critical step of the process is to address any internal equity issues and concerns with the current compensation system. We look for compression and inconsistencies. Our quantitative tool, Compensable Factor Score (CFS) system, allows us to objectively compare between certain classifications.

Current Grade	Job Title	CFS Score
25	Director of Public Works	95.7
24	Director of Fire & Rescue	83.4
24	Director of Human Resources	78.3
22	Deputy Director of Finance	43.5
FR 4	Lieutenant, Police	21.1
19	Senior Accountant	20.5
12	Crew Leader	13.9
13	GIS Specialist	12.4
2	Custodian	7.5

Figure 10 - Sample of Compensable Factor Score Results

We will create a sound and logical compensation structure for the various levels within each class series, so that career ladders are not only reflected in the classification system but also in the compensation system. The recommendations will contain pay differentials between levels that allow employees to progress on a clear path for career growth and development. Career ladders will be looked at both vertically and horizontally to mirror the classification structure that was developed during the classification section of the study. Paypoint HR's Compensable Factor Score (CFS) formulation provides a framework to construct an unbiased internal hierarchy of positions.



Figure 11 - Compensable Factor Score Example

The internal hierarchy is correlated with the findings of the external market, external equity, by using Paypoint HR's non-linear statistical algorithm. A 90% or greater correlation is typical, lending to confidence that both the internal and external equity are sound and appropriate.

Paypoint HR may choose to supplement the survey data with information from our own internal library. This helps to identify outliers and get a pulse on how the study results compare to the market as a whole.

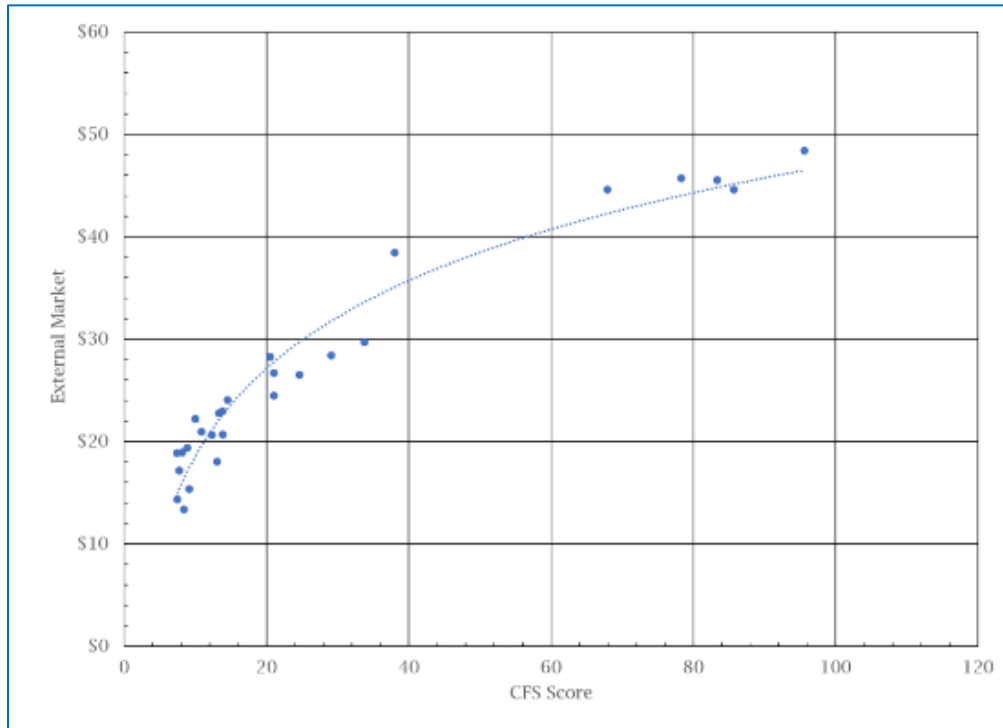


Figure 12 - Sample Comparison of Internal / External Hierarchy

Task 2E - Preparation of Draft Report

Depending on the data developed from the internal analysis, we will review and make recommendations regarding internal alignment of your salary structures including combining or expanding groups or salary scales. We will develop recommendations for pay grades and salary ranges for all classifications based typically on median salaries from the comparable agencies based on the organization's overall compensation philosophy and policy. We will also analyze any pay compression issues to ensure internal equity, if requested.

- We will conduct a competitive pay analysis using the market data gathered to assist in the determination of external pay equity and the recommendation of a new base compensation level for each classification studied.
- We will conduct a comparative analysis to illustrate the relationships between current pay practices and the newly determined market conditions. We will also develop solutions to address pay equity issues. Our analysis includes information regarding the financial impact of addressing pay equity issues for the Village. The end result is intended to create a market adjustment and implementation strategy supporting your goals, objectives, and budget considerations.

Positions will be categorized in a compensation ratio or “Compa-ratio” relating actual pay rates to market rates to determine if they are in-line with the external market. Positions will be classified by their Compa-ratio and determined to be either below, at, or above the market rate. We use these findings to make corrections to pay for each position which allows for fiscal impact analysis of recommendations.

	Accounting Technician I	Admin. Assistant	Asst. County Attorney	Asst. Landfill Manager
Market Percentiles				
20%	\$15.78	\$15.27	\$34.70	\$16.88
25%	\$17.17	\$16.03	\$36.37	\$17.91
30%	\$17.69	\$16.56	\$38.07	\$18.74
...	...	...	...	...
70%	\$22.92	\$22.18	\$52.69	\$24.75
75%	\$23.29	\$22.73	\$53.81	\$25.91
80%	\$24.27	\$23.75	\$55.44	\$26.88
Mean	\$20.25	\$19.51	\$45.41	\$22.29
Compa-Ratio	-1.6%	-6.3%	-11.3%	+8.4%

Figure 13 - Sample Compa-Ratio Results by Job Title

The Draft Final Report will be completed and submitted to the Study Project Leaders for review and comment. The report will provide detailed compensation findings, documentation, and recommendations. The report will include the following information:

- A proposed Salary Range/Plan document;
- Any alternative compensation plans identified;
- Reports addressing employees whose base pay either is below or exceeds the market rate;
- The option to implement the recommended plan in phases;

After an initial round of feedback from the Study Project Leaders, we will make edits and resubmit the draft to the Project Team for review and approval. Final meetings with the Project Team and stakeholders will be conducted and any final adjustments are made prior to delivery of the final report to the appropriate stakeholders. Once all of your questions and concerns are addressed, a Final Report will be created and submitted in a bound format and electronic format.

Positions Compensated Substantially Below Market (% Diff < -10%)	
Accounting Technician I	Assistant County Attorney
GIS Specialist	GIS Technician
Maintenance Supervisor	Network Technician
Permit Specialist I	Water Meter Technician II
Positions Compensated Below Market (-10% < % Diff < -5%)	
Administrative Assistant	Custodian
Deputy Director of Technology	Landfill Truck Driver
Maintenance Worker	Parks and Recreation Manager
Payroll Specialist	Senior Systems Analyst

Figure 14 - Sample External Market Results Summary

Task 2F – Deliver Final Report and Deliverables for Implementation

Paypoint HR typically works on tight schedules that demand extensive communication. We first listen to our clients to understand their specific needs and then create recommendations that fulfill the purpose of the study. Our final report reviews the Village's background as related to the study and conveys complex concepts clearly and concisely. We feel this is one of our strongest attributes. An area of communication where we particularly excel is in the ability to communicate with employees at all levels of education and background. The concepts covered during employee outreach are reflected in the final report, as appropriate. This improves morale as the employees feel valued by knowing they have been heard. We are a liaison and have discovered opportunities and issues that would not have otherwise been utilized or addressed.

The final report includes an Executive Summary that summarizes the study methodology and gives recommendations for consideration by the Village. The report highlights specific areas where an opportunity exists to improve the Village's Classification and Compensation programs. The strategic position of the existing plan is reviewed in relation to the findings and shows comparisons. Recommendations that affect the Village's budget are reviewed and their financial impacts are projected to ensure the Village is able to support them. The Final Report is developed in a way that is relevant to the current market as well as allows the Village to make a long-term strategic plan for attracting and retaining staff. The work product includes steps for implementation, training, and ongoing administration.

Our recommendations have been well received by our audiences. We have developed valued relationships and are considered by our clients and their employees as a trusted advisor. We

welcome the opportunity to work with the Village to prove ourselves as an excellent service-oriented firm.

Salary Recommendations

The fiscal impact of the recommendations listed below are approximate costs for salary adjustments only. It does not factor in associated costs for employee related benefits.

1. Raise the salary of 13 positions that are *substantially* below market, first, at a cost of \$102,438.
2. Raise the salary of 52 positions that are below market, second, at a cost of \$145,571.
3. Adjust the salaries of positions that are near market with normal base-salary and tenure adjustments.
4. Discontinue making base-salary adjustments to the salaries of positions that are above or *substantially* above market until compensation is near market. Continue providing tenure-based salary bonuses.
5. Adjust only the salary scale by the Southern Mid-Atlantic Consumer Price Index (CPI) yearly to help ensure that the County's salary plan keeps up with market. Individual salaries would not be scaled by the CPI.

Figure 15 - Sample of Study Recommendations

Summary of List of Standard Deliverables

- Kick-off meeting with Project Team and collaborative development of the Project Communication Plan.
- Project planning and methodology.
- Briefing Sessions with All Employees to go over the scope of the project, their role, and to give direction on how to complete the job analysis.
- Job Evaluation report completed using scores from job analysis responses.
- Comparator Analysis reports to identify localities that compete for labor with the Village.
- Development of agreed benchmark positions.
- External Market Survey for comparators with benchmark job titles and short job summaries.
- Update of Job Descriptions, where applicable, to include FSLA, EEO, and ADA compliance (sample provided upon request).
- Creation of Recommendations for Reclassifications report, including job title simplification.
- Development of a Compensable Factor Scoring System tailored to the Village for use and maintenance of job evaluations and internal equity.
- Development of training for ongoing administration and implementation along with supporting materials and manual.
- Development of a salary structure based on the survey findings and job evaluations.

- Survey finding reports showing options for strategic position as compared to current position.
- Fiscal Impact report showing costs associated to the selected strategic market position.
- Cumulative Final Report for presentation which shows methodology, procedures, development of findings, work product deliverables, and the financial impact of recommendations.

Implementation

Communication with the Project Team and key stakeholders are described at each step in the process of our project methodology. We consider our audience for implementation to be the Project Team, managers, and employees. We have tailored our process to involve each at the appropriate times. We incorporate meetings, frequently asked questions, questionnaires, informal appeals, reviews and feedback sessions. Various media is used during the project to convey changes. We include: online access to information, written communication, forms, face-to-face meetings, electronic communication, as well as virtual meetings.

Weekly progress reports will be provided to the Project Team. Paypoint HR will also provide to the Project Team status reports every two weeks and as requested. We keep our clients fully abreast of all activities that Paypoint HR undertakes during the course of our projects to ensure timely completion and to short-circuit any issues that may arise.

- Paypoint HR provides forms for discussions with personnel regarding how the changes affect them individually.
- We create Job Discussion Request (JDR) and Job Discussion Guide (JDG) forms for employees and their supervisors to complete and submit to the Human Resources department. While employees may not always agree with our recommendations, they have a "second chance" to ensure that they have been heard and to continue the educational process regarding why specific recommendations were made.
- A manual of instructions and training materials regarding the administration of the proposed compensation system;
- A list of implementation issues, schedules, fiscal impact statements, cost projections, and communications surrounding our recommendations;
- A guide for rules, policies, and procedures for you in implementing, managing, and maintaining the compensation system;
- Train the trainer sessions; and,
- Customized software, unique for each client based on the results of the study, and support plan options.

Work Examples

Executive Summary

External Competitiveness Takeaway

Overall, job titles at the City of Bath are compensated 1.0% above market in the region. Compensation is not lagging the market across most departments, as shown below, but especially in Administration where compensation is substantially below market.

Department	Market Position
Administration	-14.3% below market
Assessing	0.0% at market
Clerk	-4.7% below market
Facilities/Transportation	-3.3% below market
Finance	+0.8% above market
Fire	+2.8% above market
Parks and Recreation Department	+1.3% above market
Planning and Development	+5.0% above market
Police	+3.2% above market
Public Works	+3.5% above market
Overall	1.0% above market

Recommendations for holistic compensation adjustments for all job titles at the City is delineated in the report. No wage reductions are recommended.



Recommendations

The fiscal impact of the recommendations listed below are approximate costs for salary adjustments for non-represented positions. The fiscal impact does not factor in associated costs for employee related benefits. The fiscal impact of collective bargaining adjustments are not considered.

1. Raise the salary of 4 positions that are below the new grade minimum, first, at a cost of \$15,576.
 - 1 Administrative Assistant - Cemetery (\$1,495),
 - 1 Deputy City Clerk (\$2,174),
 - 1 Deputy Finance Director (\$4,579) and
 - 1 Deputy Recreation Director (\$7,327).
2. Raise the salary of 5 positions that are *substantially* below market, second, at a cost of \$59,583.
 - 1 Custodian - Facilities (\$2,650),
 - 1 Executive Assistant to City Manager/Human Resource Director (\$18,292),
 - 1 General Assistance Coordinator (\$1,460),
 - 1 IT Coordinator (\$19,747), and
 - 1 WW Superintendent (\$17,434).
3. Raise the salary of 2 positions that are below market, third, at a cost of \$11,647.
 - 1 City Clerk (\$4,665), and
 - 1 Director of Planning and Development (\$6,982).
4. Adjust the salaries of positions that are near market with normal base-salary and tenure adjustments.
5. Discontinue making base-salary adjustments to the salaries of positions that are above or *substantially* above market until compensation is near market.

Table 3 - Economic Data of Bath and Potential Comparators

Community	Population	MHP	MHI	COLA	U Rate	LFP Rate
Bath	8,319	\$175,700	\$48,252	99.0	5.4%	64.0%
Maine						
Androscoggin County	107,602	\$158,200	\$53,509	96.0	5.8%	65.5%
Auburn	23,187	\$165,200	\$49,719	97.0	5.7%	66.7%
Augusta	18,605	\$144,800	\$43,796	95.0	4.9%	58.5%
Bangor	32,095	\$157,000	\$46,625	97.0	5.4%	59.7%
Belfast	6,688	\$190,500	\$62,857	100.0	5.3%	57.9%
Biddeford	21,462	\$245,900	\$53,120	104.0	5.4%	67.3%
Brewer	9,090	\$162,100	\$52,174	98.0	4.7%	65.3%
Cumberland County	292,307	\$278,100	\$73,072	110.0	4.5%	69.1%
Ellsworth	7,991	\$178,400	\$53,324	98.0	4.4%	68.1%
Franklin County	29,982	\$139,800	\$51,422	94.0	5.7%	60.8%
Hancock County	54,601	\$212,700	\$57,178	102.0	4.5%	61.6%
Kennebec County	121,753	\$159,400	\$55,365	96.0	4.9%	61.6%
Knox County	39,759	\$213,400	\$57,751	102.0	4.3%	61.7%
Lewiston	36,095	\$140,600	\$44,523	95.0	7.2%	62.2%
Lincoln County	34,201	\$215,400	\$57,720	103.0	4.3%	58.6%
Old Town	7,474	\$135,700	\$42,679	94.0	4.4%	64.7%
Oxford County	57,550	\$144,100	\$49,204	94.0	5.9%	57.3%
Portland	66,595	\$289,000	\$60,467	109.0	5.2%	71.9%
Rockland	7,178	\$172,800	\$44,156	97.0	5.1%	64.1%
Saco	19,497	\$258,900	\$70,517	109.0	5.1%	72.6%
Sagadahoc County	35,452	\$213,400	\$63,694	103.0	4.3%	65.0%
Sanford	21,015	\$171,200	\$49,642	99.3	5.0%	64.0%
South Portland	25,548	\$257,200	\$69,290	110.0	4.5%	71.6%
Waldo County	39,539	\$163,000	\$51,931	97.0	5.1%	60.7%
Waterville	16,577	\$125,000	\$38,862	93.0	6.0%	53.5%
Westbrook	18,633	\$232,900	\$59,460	105.0	5.4%	69.3%
York County	204,316	\$252,300	\$67,830	107.0	4.5%	66.3%

Overall Salary Distribution

The salary distribution for all employees is shown in Figure 1. The label "Percentage of Employees" on the ordinate y-axis reflects the total number of employees. The three largest departments, Fire, Police, and Public Works are highlighted.

A clear bimodal pattern does not exist which would demonstrate a two-tier compensation structure for any department of overall. It is preferable if there is a clear broad-banded bimodal distribution, that is, two bell curves, demonstrating both separation between supervisory and non-supervisory compensation and career progression within these two groups.

The concentration of employees in the upper end, top 20%, of the salary range (3 of 102, 3%) in comparison to the lower end is not excessive, meaning that the organization is not top-heavy with respect to compensation.

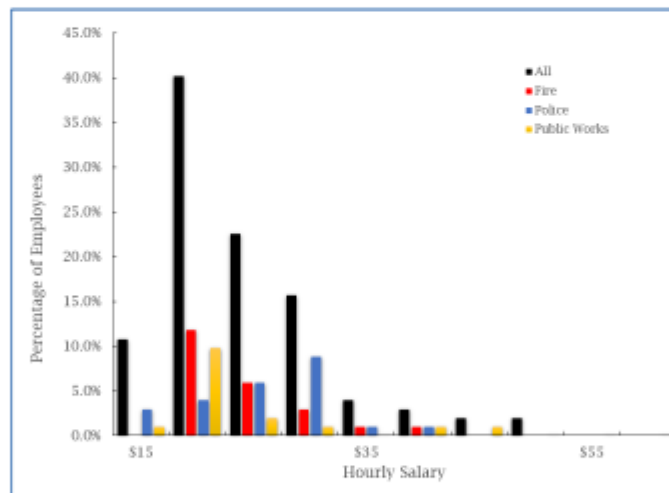


Figure 1 - Salary Distribution

General Trends

a. Economic

Local Economy

- Participants noted that Bath is a city with a small but thriving local business community, although there were limited economic opportunities for residents in the city.
- There was mention the population of Bath was made up of extremes with many high- and low-income residents, but not much of a middle class.
- It was said that most middle-class residents have moved outside of the city limits due to the cost of homes and property taxes in Bath.
- Employees added that housing availability is scarce, and homes sell quickly, when available.
- Bath Ironworks is a massive contributor to their economy. The shipyard is one of the largest employers in the area and has anywhere from 3,500 to 5,000 working day shifts.
- The city lacks enough parking to accommodate visitors who want to come downtown. Staff thought a parking garage would help.

City of Bath Government Finances

- Staff concurred that although the demand for services has been on the rise, the resources available to provide those services, including staffing levels, are not keeping up with demand.
- Some employees felt they were being asked to do more but given less to do their jobs. They would like to see additional staffing, training opportunities, and more technology and tools.
- With recent economic fluctuation staff expect this year would bring many challenging financial decisions for the city.
- Departments like Police supplemented their funds with grants when available.
- Parks, recreation, forestry & cemetery managed parks were in great demand during the pandemic. However, because gatherings were restricted, so was the opportunity to collect funds from facility rentals and events. They hoped to get back to pre-pandemic usage and revenue levels this year.



35

Compensable Factor Score from Position Vantage Point

To assist in determining the internal hierarchy of positions in the County, the employees and managers participated in the Position Vantage Point Job Survey. Questions asked in the PVP are divided into four areas: Background, Authority, Skill, and Environment. In these four areas, the following compensable factors were examined:

Education	Complexity
Certifications	Independence
Work Duties	Impact
Work Experience	Physical
Financial Authority	Working Conditions
Supervision	Interaction

Job descriptions were consulted to update both the minimum education level and minimum experience level required for each position. The responses were then evaluated, producing the Compensable Factor Score (CFS) as shown below. For positions, where there was insufficient data from the employee/manager survey, job descriptions were consulted to fill out the survey.

Table 23 - Compensable Factor Score

Position Classification	CFS Score
Finance Director/Assistant City Manager	829.4
Director of Cemetery, Parks and Recreation	457.6
Director of Public Works	378.5
Chief of Police	330.4
Fire Chief	316.0
Deputy Director of Public Works	314.5
WW Superintendent	203.7
Deputy Chief of Police	157.0
Deputy Fire Chief	149.3
Assessor	125.7

External Market Comparison

A summary of the findings of the external market analysis is presented in Table 24 through Table 28. In Table 29 through Table 33, the external market findings for all position classifications is presented. The minimum, midpoint, and maximum hourly salary for each position classification is presented first. The market average (mean) and the various market quantiles are then presented. Lastly the Compa-Ratio, the ratio of the grade's midpoint divided by the 50th percentile from the external market, which measures the extent of the deviation of the current salary range in comparison to the market median, is presented.

Table 24 - Full-Time Positions Substantially Below Market (Compa-Ratio % Diff < -10%)

Arborist	General Assistance Coordinator
Custodian - Facilities	IT Coordinator
Director of Community & Economic Development	WW Superintendent
Executive Assistant to City Manager/Human Resource Director	

Table 25 - Full-Time Positions Below Market (-10% < Compa-Ratio % Diff < -5%)

City Clerk	Director of Planning and Development
Detective	

Table 26 - Full-Time Positions Near Market (-5% < Compa-Ratio % Diff < +5%)

Administrative Assistant - Cemetery	Crossing Guard
Administrative Assistant - Fire	Custodian - Recreation
Administrative Assistant - Recreation	Data Entry/Analyst
Animal Control Officer	Deputy Chief of Police
Assessor	Deputy City Clerk
Assistant Assessor	Deputy Director of Public Works
Bus Driver	Deputy Finance Director
Chief of Police	Deputy Fire Chief
Code Enforcement Officer	Deputy Recreation Director



52

Table 29 - External Market Comparison - Non-Represented

	Admin Assistant Cemetery	Admin Assistant Fire	Admin Assistant Police	Admin Assistant PW	Admin Assistant Recreation
Current Scale					
Minimum	\$19.21	\$19.21		\$19.21	\$19.21
Midpoint	\$22.29	\$22.29	\$31.25	\$22.29	\$22.29
Maximum	\$25.37	\$25.37		\$25.37	\$25.37
Market Percentiles					
20%	\$19.46	\$19.24	\$20.08	\$18.96	\$19.44
25%	\$19.94	\$19.45	\$20.16	\$19.00	\$19.88
30%	\$20.15	\$19.53	\$20.88	\$19.08	\$20.15
35%	\$21.61	\$19.58	\$21.45	\$19.32	\$21.07
40%	\$22.12	\$20.18	\$21.47	\$19.60	\$21.74
45%	\$22.40	\$20.52	\$21.92	\$19.67	\$22.04
50%	\$22.60	\$21.57	\$22.39	\$20.54	\$22.06
55%	\$23.43	\$22.09	\$23.06	\$21.15	\$22.13
60%	\$24.52	\$22.38	\$23.56	\$21.55	\$22.38
65%	\$24.91	\$22.44	\$24.97	\$21.59	\$22.64
70%	\$25.33	\$22.44	\$25.34	\$21.82	\$23.18
75%	\$25.64	\$22.66	\$26.99	\$22.18	\$23.87
80%	\$26.64	\$23.05	\$29.62	\$22.70	\$24.62
Mean	\$23.56	\$21.37	\$24.04	\$20.90	\$22.21
Compa-Ratio	-1.3%	+3.4%	+39.6%	+8.5%	+1.0%

Proposed Salary Schedules

A recommended salary scale for all Non-Represented employees is shown in Table 34. The spread between the minimum and maximum salary was set to 30% as the average spread adopted by comparable communities from the external survey was 28.5%. The number of pay grades was set to 16 to accommodate the range of CFS Scores. The Ladders, i.e., the distance between grades, was set to be 7.5%. Larger Ladders were included to increase the incentive for employees to seek positions of greater responsibility and to make it financially beneficial.

It is recommended that in subsequent years after the adoption of the recommended pay plan, the City should adjust the entire salary scale by the CPI annually as budget permits.

Table 34 - Proposed Salary Schedule - Non-Represented

Grade	Min	Mid	Max
B01	\$15.00	\$17.25	\$19.50
B02	\$16.13	\$18.54	\$20.96
B03	\$17.33	\$19.93	\$22.53
B04	\$18.63	\$21.43	\$24.22
B05	\$20.03	\$23.04	\$26.04
B06	\$21.53	\$24.76	\$27.99
B07	\$23.15	\$26.62	\$30.09
B08	\$24.89	\$28.62	\$32.35
B09	\$26.75	\$30.76	\$34.78
B10	\$28.76	\$33.07	\$37.39
B11	\$30.92	\$35.55	\$40.19
B12	\$33.23	\$38.22	\$43.20
B13	\$35.73	\$41.09	\$46.44
B14	\$38.41	\$44.17	\$49.93
B15	\$41.29	\$47.48	\$53.67
B16	\$44.38	\$51.04	\$57.70

Proposed Internal Equity

In Table 40, the resulting proposed internal equity for the City is presented for non-represented job titles.

Table 40 - Proposed Internal Equity

Grade	Title
B16	Finance Director/Assistant City Manager
B15	-
B14	Chief of Police Director of Cemetery, Parks and Recreation Director of Public Works Fire Chief
B13	Deputy Director of Public Works
B12	Deputy Chief of Police Deputy Fire Chief WW Superintendent
B11	Assessor City Clerk Code Enforcement Officer Deputy Finance Director Director of Community and Economic Development Director of Planning and Development Director of Sustainability and Environment Facilities Director
B10	Executive Assistant to City Manager/Human Resource Director IT Coordinator
B09	Deputy Recreation Director Foreman - Cemetery PW Foreman
B08	Arborist Work Leader - Recreation
B07	Payroll Supervisor
B06	Assistant Assessor Deputy City Clerk Treasurer Clerk/Deputy Tax Collector

Recommended Salary Adjustments

A regression analysis of the CFS Score and the salary survey results indicate that market median salary for all positions is predicted very well by the CFS Score. The coefficient of determination is 94.4%, in other words, the knowledge, skills, and abilities identified in the employee/manager Position Vantage Point job description survey correlate very well with the external markets' valuation of the non-represented job positions at Bath.

In Table 41, salary recommendation for employees based on the external market findings is presented.

Table 41 –Salary Adjustments – Non-Represented

Title	Current Rate	New Grade	New Rate
Administration			
Executive Assistant to City Manager/Human Resource Director	\$28.59	B10	\$37.39
IT Coordinator	\$23.62	B10	\$33.11
Marketing and Communication Specialist	\$22.29	B05	\$22.29
Digital Media and IT Specialist	\$19.93	B04	\$19.93
Assessing			
Assessor	\$37.03	B11	\$37.03
Assistant Assessor	\$24.46	B06	\$24.46
Cemetery, Parks and Recreation			
Administrative Assistant - Cemetery	\$19.21	B05	\$20.03
Administrative Assistant - Recreation	\$25.37	B05	\$25.37
Custodian - Recreation	\$16.69	B02	\$16.69
Deputy Recreation Director	\$23.23	B09	\$26.75
Director of Cemetery, Parks and Recreation	\$45.82	B14	\$45.82
Laborer - Recreation	\$24.39	B04	\$24.39
Work Leader - Recreation	\$29.37	B08	\$29.37

Cost Proposal

PHASE 1 Classification Component

Task		Hours
A	Project Start and Initial Meetings	12
B	Baseline Data Collections & Initial Analysis	24
C	Job Analysis Collection/Completion & Focus Groups	24
D	Job Evaluation and Classification Development	24
E	Draft Job Descriptions and Policy Guides	12
F	Develop Guide for Implementation of Changes and Draft Interim Report	12
	Subtotal Professional Hours	108

PHASE 2 Compensation Component

Task		Hours
A	Identify Benchmark Positions and External Survey Comparator List	12
B	Design and Distribution of Survey	24
C	Collect and Analyze Survey Data	48
D	Internal Relationship Analysis and Internal Alignment	32
E	Preparation of Draft Report	24
F	Deliver Final Report and Work Products for Implementation	12
	Subtotal Professional Hours	152

Total Estimated Hours of Phase 1 & Phase 2	260
---	------------

The standard consulting rate for the senior personnel listed, consistent with the Federal GSA schedule, is \$125 per hour of service. The total, firm-fixed price fee would be \$32,500. Our fee includes expenses associated with travel, phone, materials, and supplies. Regular invoices, including a thorough delineation of services rendered, would be on a net 30-day basis. Paypoint expects support from the client in communication with key staff, setting up meetings, and providing meeting resources, as well as establishing reporting relationships, milestones, and timelines.

Provisions to Other Agencies: Paypoint HR agrees to make available to other Government agencies, departments, and municipalities the prices submitted in accordance with said terms and conditions therein, should any said governmental entity desire to buy under the terms of the proposal.

The cost proposal remains in effect for ninety (90) days.

Timeline

Our professional experience is that comprehensive studies of this scope and for this size organization take no more than 16 weeks to complete, allowing for adequate position vantage point completion, interview time, classification description development, compensation data collection and analysis, review of steps by the client, the development of final reports, and any appeals.

Timely progress reports will be provided to the client. Paypoint HR will also provide to the Project Team interim reports as the project progresses. We keep our clients fully abreast of all activities that Paypoint HR undertakes during the course of our projects to ensure timely completion and to short-circuit any issues that may arise. A customized schedule would be constructed in conjunction with both Paypoint HR and the Village to meet the project requirements.

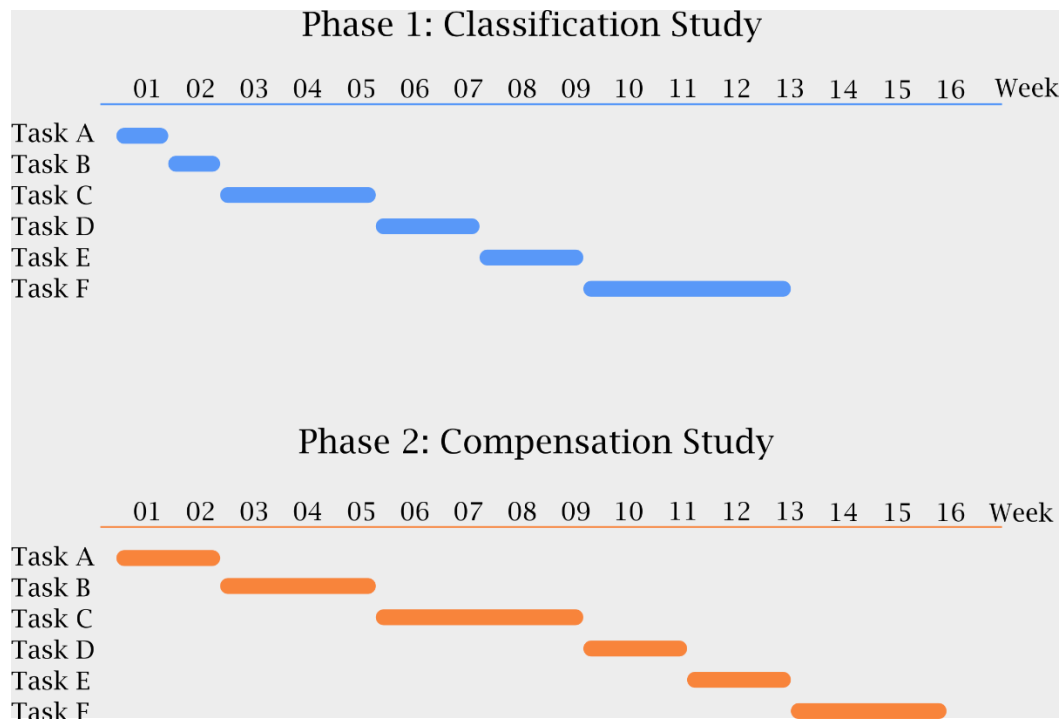


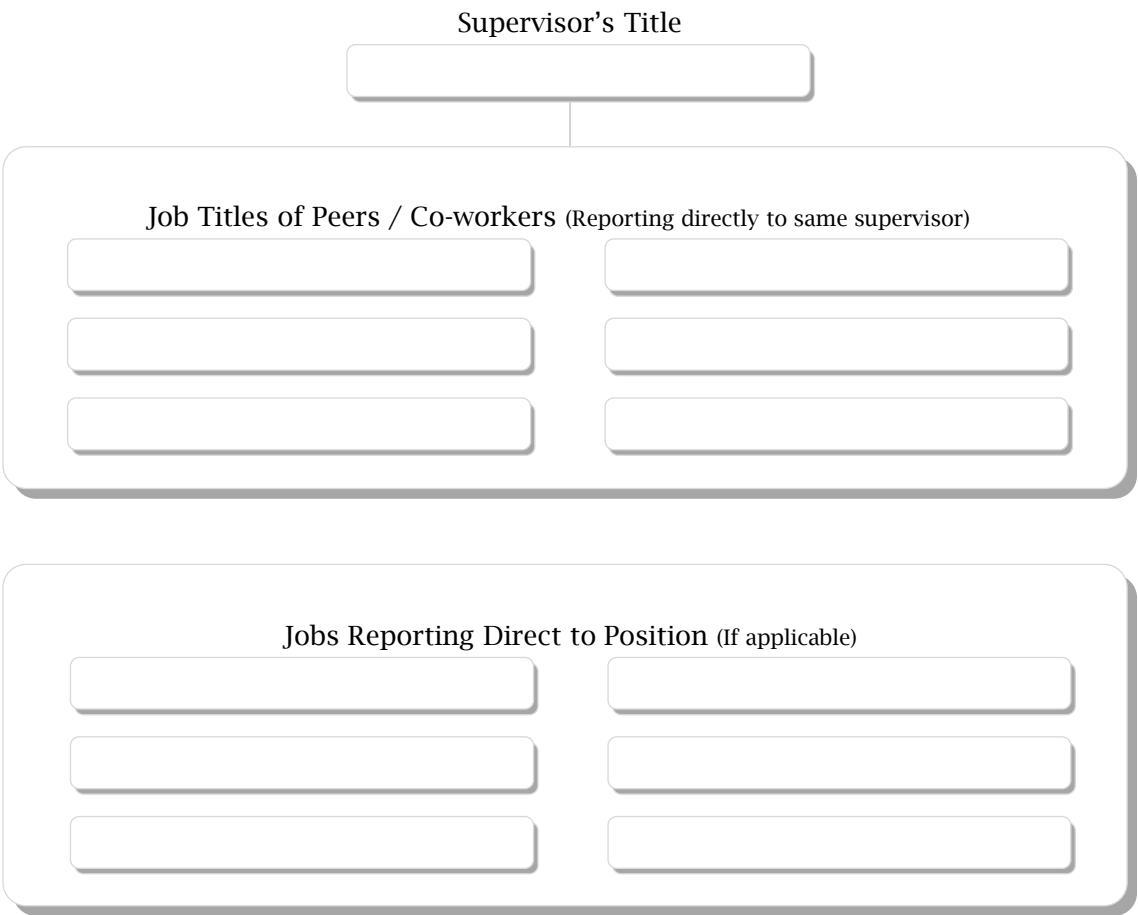
Figure 16 - Gantt Chart

Appendix – Sample PVP Job Description Survey

First Name	Last Name	Job Location
Department	Job Title	Full-time / Part-time

Job Summary
Please provide a summary for the purpose of the position in one or two sentences.

Where Position Fits
Complete the structure using job titles to show where your job fits. Use official classification titles only, not working titles.



Position Vantage Point



Education and Experience

Minimum Education Level that Should be Required for Job Title

- | | |
|--|---|
| ☐ No Degree | ☐ Master Degree in a Related Field (MA/MS/MBA) |
| ☐ High School Diploma / GED | ☐ Master Degree Not in a Related Field (MA/MS/MBA) |
| ☐ Trade School Certificate | ☐ Specialist Degree in a Related Field |
| ☐ Associate Degree in a Related Field | ☐ Specialist Degree Not in a Related Field |
| ☐ Associate Degree Not in a Related Field | ☐ Doctorate Degree in a Related Field (PhD/JD/EdD) |
| ☐ Bachelor Degree in a Related Field | ☐ Doctorate Degree Not in a Related Field (PhD/JD/EdD) |
| ☐ Bachelor Degree Not in a Related Field | ☐ Other |

Degree Field Required for Job Title (e.g., Finance, Business Administration, Civil Engineering)

Required Certifications, Training, and Licensing for Job Title (e.g., Driver's License, CDL, CPR)

Upon entering position: the minimum number years of prior experience in profession required.
(e.g., For Police Lieutenant: 8 years as a certified sworn officer, all ranks including Officer and Sergeant)

- | | | | | | | | |
|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|
| ☐ | ☐ | ☐ | ☐ | ☐ | ☐ | ☐ | ☐ |
| 0 | 1 | 2 | 3 | 4 to 5 | 6 to 7 | 8 to 10 | More than 10 |

Upon entering position: the minimum number of years in preceding job in job series required
(e.g., For W/WWTP Operator III: 3 years as a W/WWTP Operator II)

- | | | | | | | | |
|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|
| ☐ | ☐ | ☐ | ☐ | ☐ | ☐ | ☐ | ☐ |
| 0 | 1 | 2 | 3 | 4 to 5 | 6 to 7 | 8 to 10 | More than 10 |

Position Vantage Point



Equipment/Tools (e.g., GIS, Microsoft Office, Backhoe, Narcan)

Visual Acuity (check all that apply)

- ☐ Clarity of vision at 20 feet or more
- ☐ Clarity of vision at 20 inches or less
- ☐ Three-dimensional vision – ability to judge distance and space relationships
- ☐ Precise hand-eye coordination
- ☐ Ability to identify and distinguish colors

Regulatory (Enter number associated with category)

EEO Category Number (if known)

- 1 - Officials / Administrators
- 2 - Professionals
- 3 - Technicians
- 4 - Protective Service Workers
- 5 - Paraprofessionals
- 6 - Office / Clerical
- 7 - Skilled Craft Workers
- 8 - Service / Maintenance

FLSA Status and Exemption (if known)

- 1 - Non-exempt
- 2 - Exempt - Executive
- 3 - Exempt - Administrative
- 4 - Exempt - Computer
- 5 - Exempt - Professional Learned or Creative

Position Vantage Point



Duties and Responsibilities (to identify major duties and responsibilities)

EXAMPLE

Percent of time spent

40%

Priority
(Select one)

Essential ☒

Very important ☐

Important ☐

Somewhat important ☐

Marginal ☐

Result Expected of the Work

Payroll administration for the maintenance department

Tasks Required to Achieve Result

Collecting payroll information from department employees on a weekly basis; reviewing the collected information to make sure that it is complete; forwarding all appropriate documentation (timecards, requests for time off, etc.) to the business office for processing.

Task 1

Percent of time spent

Priority
(Select one)

Essential ☐

Very important ☐

Important ☐

Somewhat important ☐

Marginal ☐

Result Expected of the Work

Tasks Required to Achieve Result

Task 2

Percent of time spent

Priority
(Select one)

Essential ☐

Very important ☐

Important ☐

Somewhat important ☐

Marginal ☐

Result Expected of the Work

Tasks Required to Achieve Result

Position Vantage Point



Duties and Responsibilities (to identify major duties and responsibilities)

Task 3

Percent of time spent

Priority
(Select one)

Essential

☐

Very important

☐

Important

☐

Somewhat important

☐

Marginal

☐

Result Expected of the Work

Tasks Required to Achieve Result

Task 4

Percent of time spent

Priority
(Select one)

Essential

☐

Very important

☐

Important

☐

Somewhat important

☐

Marginal

☐

Result Expected of the Work

Tasks Required to Achieve Result

Task 5

Percent of time spent

Priority
(Select one)

Essential

☐

Very important

☐

Important

☐

Somewhat important

☐

Marginal

☐

Result Expected of the Work

Tasks Required to Achieve Result

Position Vantage Point



Work Environment (Check all that apply)

	Never (0%)	Rarely (1% - 15%)	Occasionally (16% - 40%)	Frequently (41% - 70%)	Regularly (over 70%)	Specific Examples
EXAMPLE: Standing	☐	☐	☒	☐	☐	Speaking at public events
Sitting	☐	☐	☐	☐	☐	
Talking	☐	☐	☐	☐	☐	
Hearing	☐	☐	☐	☐	☐	
Standing	☐	☐	☐	☐	☐	
Walking	☐	☐	☐	☐	☐	
Driving	☐	☐	☐	☐	☐	
Grasping, pulling, pushing	☐	☐	☐	☐	☐	
Stooping, kneeling, crouching, crawling	☐	☐	☐	☐	☐	
Climbing or balancing	☐	☐	☐	☐	☐	
Repetitive wrist, hand and/or finger movement	☐	☐	☐	☐	☐	
Work in high, dangerous places	☐	☐	☐	☐	☐	
Work in confined spaces	☐	☐	☐	☐	☐	
Operate mechanical equipment	☐	☐	☐	☐	☐	
Biohazard or bloodborne pathogens	☐	☐	☐	☐	☐	
Required to wear respirator	☐	☐	☐	☐	☐	
Fumes or airborne particles	☐	☐	☐	☐	☐	
Risk of electrical shock	☐	☐	☐	☐	☐	

Position Vantage Point



Note: Answer each question independent of any preceding questions. For example: a position that often involves complex and diversified tasks may also involve routine or repetitive tasks. Enter 1 to 5, 1 - Strongly Disagree with the statement to 5 - Strongly Agree.

Strongly Disagree	Somewhat Disagree	Neither Agree Nor Disagree	Somewhat Agree	Strongly Agree
1	2	3	4	5

Complexity (Answer all questions)

- ☐ **Question 1:** This position involves *routine or repetitive* tasks, processes, or operations requiring the application of well-defined rules, procedures, policies, guidelines, and/or instructions.
- ☐ **Question 2:** This position involves generally *standardized* tasks processes, or operations requiring the *choice of action* within well-defined rules, procedures, policies, guidelines, and/or instructions.
- ☐ **Question 3:** This position involves generally *diversified* tasks, processes, or operations requiring the *choice of action* within well-defined rules, procedures, policies, guidelines, and/or instructions.
- ☐ **Question 4:** This position involves *occasional (16% - 40%) complex and diversified* tasks, processes, or operations requiring the *development* of rules, procedures, policies, guidelines, and/or instructions..
- ☐ **Question 5:** This position involves *frequent (41% - 70%) complex and diversified* tasks, processes, or operations requiring the *development* of rules, procedures, policies, guidelines, and/or instructions.

Independence (Answer all questions)

- ☐ **Question 1:** My position primarily involves *detailed* work instructions with *close* supervisory review.
- ☐ **Question 2:** My position primarily involves *detailed* work instructions with *regular* supervisory review.
- ☐ **Question 3:** My position primarily involves *general* work instructions with *regular* supervisory review.
- ☐ **Question 4:** My position primarily involves *broad latitude* on work tasks with *regular* supervisory review.
- ☐ **Question 5:** My position primarily involves *broad latitude* on work tasks with *minimal* supervisory review.

Note: Answer each question independent of any preceding questions. For example: a position that involves employee training may also schedule tasks. Enter 1 to 5, 1 - Strongly Disagree with the statement to 5 - Strongly Agree.

Strongly Disagree	Somewhat Disagree	Neither Agree Nor Disagree	Somewhat Agree	Strongly Agree
1	2	3	4	5

Supervision Received (Answer all questions)

- ☐ **Question 1:** My position frequently (41% - 70%) is provided established policy and procedures.
- ☐ **Question 2:** My position frequently (41% - 70%) is provided specific direction and task/project information needed is generally available.
- ☐ **Question 3:** My position frequently (41% - 70%) is provided general direction and task/project information needed is generally available.
- ☐ **Question 4:** My position frequently (41% - 70%) is provided general direction and task/project information is usually not readily available and must be sought.
- ☐ **Question 5:** My position frequently (41% - 70%) is provided minimal direction and task/project information is regularly vague.

Supervision Responsibilities (Answer all questions)

- ☐ **Question 1:** My position involves the training and guidance of other employees and provides input to supervisors with respect to employee performance.
- ☐ **Question 2:** My position involves the assignment and scheduling of tasks of others.
- ☐ **Question 3:** My position is directly responsible for the performance of others.
- ☐ **Question 4:** My position directs employee performance evaluation including hiring, promotion, discipline, and termination.
- ☐ **Question 5:** My position has absolute authority to hire, discipline, and terminate employees with the involvement of human resources.
- ☐ **Question 6:** Total number of people who report to your position in the organization. (E.g., For a department head, all employees in the department would be included.)

Position Vantage Point



Note: Answer each question independent of any preceding questions. For example: a position that is occasionally somewhat strenuous may also be occasionally very strenuous. Enter 1 to 5, 1 - Strongly Disagree with the statement to 5 - Strongly Agree.

Strongly Disagree	Somewhat Disagree	Neither Agree Nor Disagree	Somewhat Agree	Strongly Agree
1	2	3	4	5

Impact [\(Answer all questions\)](#)

- ☐ **Question 1:** Mistakes made in my position typically lead to only minor costs, waste, or inconvenience.
- ☐ **Question 2:** Mistakes made in my position may lead to some costs, waste, or inconvenience.
- ☐ **Question 3:** Mistakes made in my position may lead to significant costs, waste, or inconvenience.
- ☐ **Question 4:** Mistakes made in my position may lead to major costs, waste, or inconvenience and short-term impact to the direction, goals, and reputation of the organization.
- ☐ **Question 5:** Mistakes made in my position may lead to major costs, waste, or inconvenience and long-term impact to the direction, goals, and reputation of the organization.

Physical [\(Answer all questions\)](#)

- ☐ **Question 1:** On occasion (16% - 40%), my position is slightly strenuous often requiring minimal physical exertion and/or lifting of minimal weight (< 5 pounds).
- ☐ **Question 2:** On occasion (16% - 40%), my position is somewhat strenuous often requiring light physical exertion and/or lifting of light weight (< 20 pounds).
- ☐ **Question 3:** On occasion (16% - 40%), my position is strenuous often requiring some physical exertion and/or lifting of moderate weight (< 40 pounds).
- ☐ **Question 4:** On occasion (16% - 40%), my position is very strenuous often requiring physical exertion and/or lifting of heavy weight (< 60 pounds).
- ☐ **Question 5:** On occasion (16% - 40%), my position is extremely strenuous often requiring substantial physical exertion and/or lifting of especially heavy weight (> 60 pounds).

Note: Answer each question independent of any preceding questions. For example: a position that involves interaction with vendors may also involve interaction with senior managers. Enter 1 to 5, 1 - Strongly Disagree with the statement to 5 - Strongly Agree.

Strongly Disagree	Somewhat Disagree	Neither Agree Nor Disagree	Somewhat Agree	Strongly Agree
1	2	3	4	5

Working Condition (Answer all questions)

- ☐ **Question 1:** My position rarely (1% - 15%) or never (0%) involves exposure to uncomfortable temperature, noise, chemicals/gases, contagious diseases, airborne pathogens, and/or physical trauma.
- ☐ **Question 2:** My position often involves occasional (16% - 40%) exposure to uncomfortable temperature, noise, chemicals/gases, contagious diseases, airborne pathogens, and/or physical trauma.
- ☐ **Question 3:** My position often involves frequent (41% - 70%) exposure to uncomfortable temperature, noise, chemicals/gases, contagious diseases, airborne pathogens, and/or physical trauma.
- ☐ **Question 4:** My position often involves regular (over 70%) exposure to uncomfortable temperature, noise, chemicals/gases, contagious diseases, airborne pathogens, and/or physical trauma.
- ☐ **Question 5:** My position often involves potentially life-threatening exposure temperature, noise, chemical/gases, contagious diseases, airborne pathogens, and/or physical trauma.

Interaction (Answer all questions)

- ☐ **Question 1:** My position requires frequent (41% - 70%) interaction with employees or supervisors within my work area.
- ☐ **Question 2:** My position requires frequent (41% - 70%) interaction with employees and supervisors of other departments.
- ☐ **Question 3:** My position requires frequent (41% - 70%) interaction with administrative and technical staff including those outside the organization, i.e., vendors.
- ☐ **Question 4:** My position requires frequent (41% - 70%) interaction with executive level employees, senior managers, and directors.
- ☐ **Question 5:** My position requires frequent (41% - 70%) interaction with individuals outside the organization including community leaders, citizens, and the media.

Position Vantage Point



Note: Answer each question independent of any preceding questions. For example: position that involves petty cash purchases may also manage the department budget. Enter 1 to 5,
1 - Strongly Disagree with the statement to 5 - Strongly Agree.

Strongly Disagree	Somewhat Disagree	Neither Agree Nor Disagree	Somewhat Agree	Strongly Agree
1	2	3	4	5

Financial (Answer all questions)

☐

Question 1: My position is responsible for minor/petty cash purchases.

☐

Question 2: My position is involved with financial/budgetary matters including purchase orders, payments, grant funds, employee benefits, and the like.

☐

Question 3: My position manages the budget for the department / work unit.

☐

Question 4: My position allocates funds for the various departments / work units.

Question 5: The greatest value that my position has purchasing authority without approval by another individual or external authority. (Select only one)

☐

None

☐

Less than \$5,000

☐

Less than \$50,000

☐

Less than \$1,000

☐

Less than \$10,000

☐

More than \$50,000

☐

Less than \$2,500

☐

Less than \$25,000

Additional Information

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
No. 1	10/25/24

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

Karin VM Campbell

Print name

CEO

Title

11/4/2024

Date



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

Detail by Entity Name

Foreign Limited Liability Company
PAYPOINT HR, LLC

Cross Reference Name

PAYPOINT HR CONSULTING, LLC

Filing Information

Document Number	M22000000457
FEI/EIN Number	47-5329087
Date Filed	01/07/2022
State	MD
Status	ACTIVE

Principal Address

7901 4th St N
STE 300
St. Petersburg, FL 33702

Changed: 02/02/2024

Mailing Address

7901 4th St N
STE 300
St. Petersburg, FL 33702

Changed: 02/02/2024

Registered Agent Name & Address

NORTHWEST REGISTERED AGENT LLC
7901 4th St N
STE 300
St. Petersburg, FL 33702

Address Changed: 02/02/2024

Authorized Person(s) Detail

Name & Address

Title Authorized Member

Campbell, Rick
695 Santa Maria Lane
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Annual Reports

Report Year	Filed Date
2023	02/10/2023
2024	02/02/2024

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Islamorada, Village of Islands

MEMORANDUM

To: File

From: Marne McGrath, Village Clerk

Date: November 19, 2024

Subject: Opening of Request for Proposal Compensation Classification and Job Study
(RFP 24-18)

Sealed Bids were opened on November 19, 2024, at 3:00 PM.
Proposals received are as follows (chronologically, by date/time of receipt):

No.	Date Received	Time Received	Firm Contact Information	Proposal Documents Received	Eligible to Bid/Bid Amount
1.	10/31/2024	11:45 AM	GovInvest 8605 Santa Monica Blvd PMB 52465 West Hollywood, CA 90069	1 Original 3 Copies 1 Electronic	\$28,860.
2.	11/12/2024	3:13 PM	Paypoint HR 695 Santa Maria Lane Davidsonville, MD 21035	1 Original 3 Copies	\$32,500.
3.	11/15/2024	11:39 AM	MGT Impact Solutions, LLC 3600 American River Dr Ste 150 Sacramento, CA 95864	1 Original 3 Copies	\$29,445.
4.	11/15/2024	11:40 AM	HR Compensation Consultants, LLC P.O. Box 741210 Boynton Beach, FL 33474	1 Original 3 Copies	\$34,440.
5.	11/15/2024	11:41 AM	RSC Insurance Brokerage Inc. 3500 Kyoto Gardens Dr Palm Beach Gardens, FL 33410	1 Original 3 Copies	\$41,000.
6.	11/18/2024	10:45 AM	Arthur J. Gallagher 1600 Utica Ave S Suite 450 Saint Louis Park, MN	1 Original 3 Copies	\$31,350.
7.	11/18/2024	10:45 AM	The Archer Company 8601 Caswell Ct Raleigh, NC 27613	1 Original 3 Copies	\$31,600.
8.	11/18/2024	10:52 AM	Autosolve, Inc. 313 S Forest Dune Dr Saint Augustine, FL 32080	1 Original 3 Copies	\$29,625.

9.	11/19/2024	1:20 PM	Center for Public Service Innovation & Research 3300 S University Dr. Fort Lauderdale, FL 33328	1 Original 3 Copies	\$89,000.
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Opened by:

Stephanie Conde 11/19/24
Stephanie Conde, Deputy Clerk Date

Witnessed by:

MSS 11/19/2024
Mary Swaney, Procurement Date

**Summary Minutes of the
ISLAMORADA, VILLAGE OF ISLANDS
EVALUATION COMMITTEE MEETING
REQUEST FOR PROPOSALS 24-18
COMPENSATION AND JOB STUDY
(RFP 24-18)**

Islamorada Administrative Center and Public Safety Headquarters
86800 Overseas Highway, 2nd floor conference room
Islamorada, FL 33036
December 18, 2024
2:00 PM

The meeting was open to in-person attendance by the public.

CALL TO ORDER

Assistant to the Village Manager and Public Relations Manager Stefanie Rodriguez called the meeting to order at 2:05 p.m. All evaluation committee members present: Human Resource Director Jaime Terry, Planning Director Jennifer DeBoisbriand, Finance Director Lisa Lynch, Building Official Sheila Denoncourt, and Founders Park Director Maria Bagiotti. No members of the public were present.

DISCUSSION AND EVALUATION

Stefanie Rodriguez announced to the group that the RFP was advertised on October 16, 2024, and bids were due November 19, 2024, for a total of 34 days advertised on the Village website, DemandStar and posted on Facebook, distributed via Constant Contact email and published in the Keys Weekly for first week of the advertising period. Stefanie confirmed that the Village received nine (9) proposals in response to the RFP that was emailed to the committee members with the RFP documents on November 19, 2024.

Sheila Denoncourt opened the discussion among the committee members with a comment about what she considered to be the determining factors: cost, timeline, and similar projects.

Jennifer DeBoisbriand commented that only a couple of proposals mentioned a benefits analysis as part of their study and while the RFP did not explicitly mention benefits, she thought it would be advantageous to include them as part of the analysis.

Jamie Terry mentioned that only a couple of proposals had some sort of on-site presence and included a redesign of job descriptions. She preferred agencies that create their own job analysis questionnaires, as she believed they were more methodical and statistically sound.

Lisa Lynch mentioned that her determining factor was timeline and price. Maria Bagiotti agreed with most of the comments made by the other committee members and highlighted Paypoint as the

leading company for the services requested. Overall, the proposal from GovInvest was dismissed as it was deemed non-compliant with the RFP.

The committee members said they were finished with their evaluation and submitted their scoring sheets to Stefanie Rodriguez. The total maximum points available was 100 per evaluator; 500 for the committee. There were no local firms eligible for the possible ten (10) additional points. The following tabulation was made:

	Arthur J. Gallager & Co.	AutoSolve, Inc.	CPSIR	GovInvest	HR Compensation Consultants	MGT	Paypoint	RSC Insurance Brokerage	The Archer Company
Jennifer DeBoisbriand	62	84	40	0	80	68	84	67	76
Sheila Denoncourt	80	91	6	0	83	90	90	85	84
Lisa Lynch	80	93	33	55	85	92	94	63	81
Jamie Terry	81	76	46	0	74	68	83	72	78
Maria Bagiotti	45	93	38	0	82	78	89	78	83
TOTALS	348	437	163	55	404	396	440	365	402

Committee members were in agreement with making a recommendation to Council to approve an Agreement with Paypoint. Stefanie said the agenda item could be heard as soon as the January 7, 2025, meeting. The recommendation to Council would be approval of the ranking and approval of an agreement with the contractor to complete the project.

ADJOURNMENT

The meeting adjourned at 2:46 p.m.

Stefanie M. Rodriguez

Assistant to the Village Manager/Public Relations Manager