Islamorada, Village of Islands

REGULAR VILLAGE COUNCIL MEETING

March 18, 2025 - 5:30 PM
Founders Park Community Center
87000 Overseas Highway
Islamorada, FL 33036

Virtual participation is 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.** Community Heroes Presentation
- **B.** Update on Plantation Key Water Main Project - Greg Velez and Aaron Cutler from FKAA

V. PUBLIC COMMENT

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

VI. CITIZENS' ADVISORY COMMITTEE REPORTS & APPOINTMENTS

- **A.** Land Acquisition Advisory Committee Report - Chair Greg Dully **TAB 1**
- **B.** Parks and Recreation Committee Report - Chair Carolyn Wightman **TAB 2**
- **C.** 1. Committee Member Appointments **TAB 3**
  2. Council Liaison Appointments

VII. MAYOR / COUNCIL COMMUNICATIONS

- **A.** Discussion Regarding Policies/Procedures Addressing Complaints Against Charter Members (Councilmember Friedman) **TAB 4**
- **B.** Discussion on Charitable Contributions (Mayor Mahoney) **TAB 5**

VIII. VILLAGE ATTORNEY / VILLAGE MANAGER COMMUNICATIONS

- **A.** Update on Holiday Lights
- **B.** Village Manager Selection Process **TAB 6**
- **C.** Update on Takings Law in Light of Recent Court Ruling **TAB 7**

D. Discussion of Planning Work Plan and Priorities **TAB 8**

IX. CONSENT AGENDA

A. Meeting Minutes: **TAB 9**
Special Village Council Minutes - January 30, 2025
Regular Village Council Minutes - February 11, 2025 (Marne McGrath, Village Clerk)

B. Resolution Approving an Expenditure with Tropical Home Construction Contracting LLC and a Waiver of Competitive Bidding for the Replacement of the Plantation Yacht Harbor Marina Tiki Hut Decking **TAB 10** (Lisa Lynch, Finance Director)
A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING AN AGREEMENT WITH TROPICAL HOME CONSTRUCTION CONTRACTING LLC TO REPLACE THE PLANTATION YACHT CLUB MARINA TIKI HUT DECKING; AUTHORIZING VILLAGE OFFICIALS TO IMPLEMENT THE TERMS AND CONDITIONS FO THE AMENDMENT; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE AGREEMENT; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; APPROVING A WAIVER OF COMPETITIVE BIDDING; AND PROVIDING FOR AN EFFECTIVE DATE

C. Resolution Approving a Three (3) Year Statement of Work with Forerunner Industries, Inc. **TAB 11** (Megan Rumbaugh, Floodplain/CRS Coordinator, Sheila Denoncourt, Acting Village Manager/Chief Building Official)
A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING STATEMENT OF WORK AGREEMENT NO 2.0 WITH FORERUNNER INDUSTRIES, INC. TO PROVIDE FLOODPLAIN MANAGEMENT AND RESILIENCY SOFTWARE; AUTHORIZING VILLAGE OFFICIALS TO IMPLEMENT THE TERMS AND CONDITIONS OF THE AGREEMENT; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE WORK AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE

D. Resolution Approving Turf and Landscape Maintenance Agreement Renewal #2 with the Florida Department of Transportation **TAB 12** (A.J. Engelmeyer, Public Works Director)
A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING THE SECOND RENEWAL OF THE TURF AND LANDSCAPE MAINTENANCE AGREEMENT BETWEEN THE FLORIDA DEPARTMENT OF TRANSPORTATION AND ISLAMORADA, VILLAGE OF ISLANDS; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE RENEWAL AGREEMENT; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING

THE VILLAGE MANAGER TO TAKE NECESSARY ACTION; AND PROVIDING FOR AN EFFECTIVE DATE

E. Resolution Approving the Expansion of the Current Access Control System with Integrated Fire and Security Solutions to Include Wastewater Stations **TAB 13** (A.J. Engelmeyer, Public Works Director)

RESOLUTION APPROVING THE EXPANSION OF THE CURRENT ACCESS CONTROL SYSTEM WITH INTEGRATED FIRE AND SECURITY SOLUTIONS TO INCLUDE WASTEWATER STATIONS; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE NECESSARY DOCUMENTS; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; APPROVING A WAIVER OF COMPETITIVE BIDDING; AND PROVIDING FOR AN EFFECTIVE DATE

X. **END OF CONSENT AGENDA**

XI. RESOLUTIONS

A. Resolution Approving Work Authorization No. 21 with WSP USA, Inc. for the Feasibility Study for a Vessel Exclusion Zone at Sunset Drive Beach **TAB 14** (Peter Frezza, Environmental Resources Manager)

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING WORK AUTHORIZATION NO. 21 WITH WSP USA, INC. FOR PROFESSIONAL SERVICES FOR THE FEASIBILITY STUDY FOR A VESSEL EXCLUSION ZONE AT SUNSET DRIVE BEACH; AUTHORIZING VILLAGE OFFICIALS TO IMPLEMENT THE TERMS AND CONDITIONS OF WORK AUTHORIZATION NO. 21; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE PROJECT AGREEMENT FOR WORK AUTHORIZATION NO. 21; AND PROVIDING FOR AN EFFECTIVE DATE

B. Resolution Approving Settlement Agreement in Litigation Titled *Daniel J. Gulizio v. Islamorada, Village of Islands, et al.* **TAB 15** (John Quick, Interim Village Attorney)

XII. AFTER ACTION REPORT

A. After Action Report

XIII. ADJOURNMENT

Options for Viewing the Village Council Meeting:

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

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

Option 2: Call in During the Meeting.
1. If phoning in, dial 305-224-1968 and enter the webinar **ID: 911 0656 4166** followed by #. When the Mayor opens public comment pertaining to the agenda item you are interested in dial ***9** to be recognized by the Zoom meeting monitor. The Monitor will call you by the last four digits of your phone number. Please be sure to unmute your phone when you are called upon.

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

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

Council Communication

To: Mayor and Village Council
From:
Date: March 18, 2025
SUBJECT: **Community Heroes Presentation**

Background:

Analysis:

Budget Impact:

Staff Impact:

Recommendation:

Attachments: None

Council Communication

To: Mayor and Village Council
From:
Date: March 18, 2025
SUBJECT: **Update on Plantation Key Water Main Project - Greg Velez and Aaron Cutler from FKAA**

Background:

Analysis:

Budget Impact:

Staff Impact:

Recommendation:

Attachments: None

Land Acquisition Advisory Committee Report

Presented to the Village Council of Islamorada - March 18, 2025

1. Introduction

The Land Acquisition Advisory Committee (LAAC) continues its mission of identifying, acquiring, and preserving land that aligns with the Village's conservation and planning priorities. This report highlights the progress made in our recent efforts, key updates, and next steps for ongoing and future initiatives.

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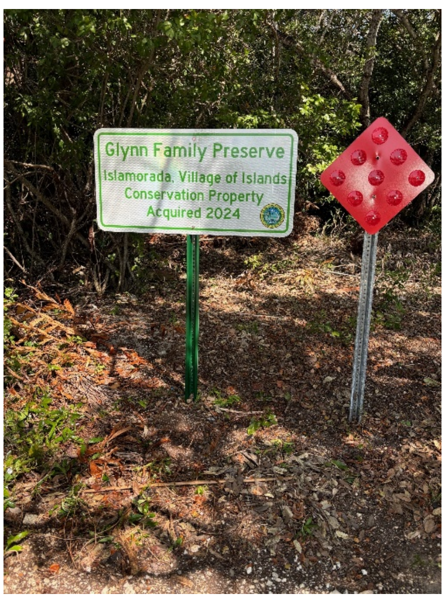
2. Glynn Family Preserve Signage and Dedication

- The committee & Village Staff have placed a sign at the Glynn Property to formally identify the parcel as the **Glynn Family Preserve**.
- A **dedication ceremony** is currently in the planning stages, with the date to be announced.



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3. Florida Forever Priority List Updates

- LAAC and Village staff have been actively reviewing and updating the **Florida Forever Priority List** to ensure alignment with conservation goals.
- The highest-priority parcels for acquisition have been identified.
- Letters were mailed the week of **February 17th** to all **35 Islamorada property owners** on the Florida Forever list with vacant land, informing them of the state's interest in potential acquisition.

Boundary Amendment for Florida Forever Priority List

- Additional letters were mailed to **33 property owners**, inquiring about their interest in being added to the **Florida Forever Priority List under a boundary amendment**.
- To date, **two responses** have been received and Village staff prepared and submitted a boundary amendment application to the state.

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4. Monroe County Land Authority (MCLA) Presentation and Less-Than-Fee Program

- The LAAC has invited the **Monroe County Land Authority (MCLA)** to present to the **Village Council** regarding the **Less-Than-Fee (LTF) Program**.
- The MCLA has **accepted the invitation** and will present at the **April 8th Council meeting.**

Next Steps if the Council Approves Participation in the Less-Than-Fee Program:

1. **Letters to Property Owners**
    - Letters will be sent to owners of parcels categorized as **"Adjacent Property Vacant Lots"** to inform them about the program and gauge interest.
2. **Interlocal Agreement Amendment**
    - The Interlocal Agreement with MCLA will need to be amended to specify how funds will be transferred once a property owner agrees to sell development rights and legal documents are prepared.
3. **Funding and Fees**
    - The committee will work to identify fees that can be used for the purchase of the **development rights**.

4. **Acquisition and Legal Process**
    - **negotiations** will begin to acquire development rights.
    - Legal documents will be prepared and finalized for **closing**.
    - **Easements will be recorded** to ensure long-term conservation protection.

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5. Conclusion and Recommendations

The LAAC remains committed to its mission of **preserving and protecting land** for the benefit of Islamorada's residents and natural environment. The committee seeks the **Village Council's support and direction** regarding the following key items:

- Approval of the **Florida Forever Priority List boundary amendment** to include the two newly identified parcels.
- Acknowledgment of the **Glynn Family Preserve dedication efforts**.
- Consideration of the **Less-Than-Fee Program** and subsequent actions following the **April 8th presentation by MCLA**.

The LAAC appreciates the Council's continued support and guidance in ensuring strategic land acquisition and preservation for the future of Islamorada.

Respectfully Submitted,
Greg Dully
Chairman, Land Acquisition Advisory Committee
Village of Islamorada

Parks and Recreation Citizen's Advisory Committee Report

Carolyn Wightman

The Committee will be provided with presentations and topics for discussion at their March 11th meeting to include:

1. Coral Shores High School Swim Coach Jon Olsen –Swim Team Member's Achievements

2. Wall of Fame Proposal for the Aquatic Complex:
   a. Dedicated wall space on the pool building encompassing plaques, pictures, and paintings to honor the history, accomplishments and contributions of individuals involved in Islamorada Aquatic Programs.

3. Miller, Legg and Associates – Liudmila "Lumy" Fuentes, MLA, Project Manager – Update on the Founders Park Masters Plan

4. Founders Park Breakwater and Nature Viewing Area:
   a. Update on the Breakwater project – Peter Frezza, Environmental Resources Manager
   b. Proposal to promote the Breakwater area as a "Land and Sea Nature Viewing Area" Installation of observation and educational (interpretive) signage – Peter Frezza – Environmental Resource Manager, Maria Bagiotti – Founders Park Director.

Council Communication

To: Mayor and Village Council
From: Marne McGrath, Village Clerk
Date: March 18, 2025
SUBJECT: **1. Committee Member Appointments** **TAB 3**
2. Council Liaison Appointments

Background:
Item one is the appointment of Committee Members:
The process for appointments should align with Ordinance 23-02.

- Appointments are to be made after residents submit a letter of interest to the Village Council (Sec. 2-330)
- Applicants will be provided with an opportunity to present their qualifications to the Council (Sec. 2-331 (b))
- Appointments are made by a majority vote of Council (Sec. 332)
- Each member shall serve a two-year term, and terms are to be staggered (Sec. 2-333)
- Appointments should be made in May but any made now can be extended through May 2027 to accommodate staggering terms.

Item two is the appointment of Council Liaisons to the Committees:

- The Mayor shall annually appoint to each committee a Council Member liaison (sec. 2-334).
- The Council Member shall provide periodic updates to the Village Council on their appointed Committees.
- Appointments should also be made to external partner organizations.

Analysis:
Current Committee openings are LPA (1), Land Acquisition (up to 4), Workforce/Affordable Housing (up to 6), Historic Preservation Commission (up to 2), and Near Shore Water Regulation (1).

Committees are listed with meeting information and staff liaison for the Council to appoint citizens and the Mayor to appoint Council Liaisons.

The following applications have been received:
LPA - Alina Davis, Elizabeth Jolin, Corie McGraw-Abel, and Matthew Turk
Workforce/Affordable Housing - Anna Reckwerdt
Land Acquisition - Michelle Robinson

HPC - Sue Miller

HISTORIC PRESERVATION COMMISSION
5 Members - up to 2 openings
STAFF LIAISON: Emily Hernandez, Planner
MEETINGS: Quarterly or as needed, second Wednesday of the month at 10:00 AM

LAND ACQUISITION ADVISORY COMMITTEE
Currently 6 Members - up to 4 openings
STAFF LIAISON: Peter Frezza, Environmental Resources Manager
MEETINGS: Quarterly, First Wednesday of the Month at 10:00 AM

LOCAL PLANNING AGENCY
7 Members - one opening
STAFF LIAISON: Jennifer DeBoisbriand, Planning Director
MEETINGS: Monthly or as needed, Second Monday of the Month at 5:30 PM

NEAR SHORE WATER REGULATION CITIZENS' ADVISORY COMMITTEE
9 Members - one opening
STAFF LIAISON: Alyssa Panzer, Sustainability & Resiliency Coordinator
MEETINGS: Quarterly, Fourth Tuesday of the Month at 5:15 PM

PARKS AND RECREATION CITIZENS' ADVISORY COMMITTEE
11 Members - no current openings
STAFF LIAISON: Maria Bagiotti, Director of Founders Park
MEETINGS: Quarterly or as needed, Second or Third Tuesday of the Month at 4:00 PM

WORKFORCE/AFFORDABLE HOUSING CITIZENS' ADVISORY COMMITTEE
Currently 4 Members - up to 6 openings
STAFF LIAISON: Jennifer DeBoisbriand, Planning Director
MEETINGS: Quarterly or as needed, Third Monday of the Month at 5:00 PM

ISLAMORADA YOUTH COUNCIL
10 Members - no openings
STAFF LIAISON: Anne Onsgard, Founders Park Program Manager
MEETINGS: Quarterly, or as needed

EXTERNAL PARTNER ORGANIZATIONS NEEDING A COUNCIL LIAISON

FLORIDA KEYS TRANSPORTATION COORDINATION COMMITTEE
Monthly meetings beginning shortly
STAFF CONTACT: Village Manager's Office

FLORIDA KEYS NATIONAL MARINE SANCTUARY ADVISORY COUNCIL
Meets bi-monthly
STAFF CONTACT: Peter Frezza, Environmental Resources Manager

FLORIDA KEYS NATIONAL MARINE SANCTUARY WATER QUALITY PROTECTION PROGRAM
Meets quarterly as needed
STAFF CONTACT: Peter Frezza, Environmental Resources Manager

INTERNATIONAL COUNCIL FOR LOCAL ENVIRONMENTAL INITIATIVES (ICLEI)
Primary Elected Official Liaison coordinates with the organization but has no set meetings
STAFF CONTACT: Alyssa Panzer, Sustainability & Resiliency Coordinator

Budget Impact:
There is no anticipated budget impact.

Staff Impact:
Staff liaisons will be available to new Committee Members as needed.

Recommendation:
Make appointments to Citizens Advisory Committees and for the Mayor to appoint Council Members as liaisons to internal and external committees.

Attachments:

1. 02 18 2025 Sue Miller_HPC
2. 01 20 2025 Michelle Robinson - Land Acquisition
3. 12 11 2024 Anna Reckwerdt_Workforce Affordable Housing
4. 02 05 2025 Elizabeth Jolin_LPA
5. 02 06 2025 Alina Davis_LPA
6. 01 13 2025 Corie McGraw-Abel_LPA
7. 2025 03 04 Matthew Turk

From:	noreply@civicplus.com
To:	Marne McGrath
Subject:	Online Form Submittal: Boards & Committees Application
Date:	Tuesday, February 18, 2025 8:02:04 PM

This Message Is From an External Sender
This message came from outside your organization.

Report Suspicious

Boards & Committees Application

Select the Committee you are applying for	Historic Preservation Commission (HPC)
Personal Information	
First Name	Sue
Last Name	Miller
Address1	151 Columbus Dr
Address2	
City	Islamorada
State	FL
Zip	33036
Phone Number	3056641167
Email Address	smillerinkeys@gmail.com
Occupation	retired
Residency Information	
Length of Residency in Islamorada	45 years
Are you a registered voter	Yes
Organization Membership Information	

Are you currently serving on other Boards, Commissions, or Committees?	No
If yes, which	*Field not completed.*
Have you served on a Board, Commission, or Committee before?	Yes
If yes, which	Affordable Housing, LAAC
Please list organization memberships and positions held	*Field not completed.*
Please List Areas of Special Interest	*Field not completed.*
Please Upload Letter of Interest	HPC application.docx

Email not displaying correctly? View it in your browser.

I would like to be on the Historical Preservation Commission. I love history and particularly the fascinating history of our community.

There are a variety of things this group could do to further enhance the sharing of the story of our town. I love to research, and I love to write.

Please consider me for appointment to this commission.

Sue Miller

EMPLOYMENT APPLICATION

Islamorada, Village of Islands
86800 Overseas Highway

Islamorada, Florida - 33036
http://www.islamorada.fl.us (http://www.islamorada.fl.us)
Robinson, Michelle
Committee - Land Acquisition Advisory Committee

Received: 1/20/25, 2:21 PM
For Official Use Only:
QUAL:________
DNQ:________
☐ Experience
☐ Training
☐ Other:________

PERSONAL INFORMATION

POSITION TITLE: Committee - Land Acquisition Advisory Committee	**Job Number:** 20241125
NAME: (Last, First, Middle) Robinson, Michelle	**PERSON ID:** 9880676
	Date And Month Of Birth: 09/11

ADDRESS: (Street, City, State, Zip Code)
245 Bougainvillea St.
Tavernier, FL 33070

HOME PHONE:
(330) 260-0234

EMAIL ADDRESS: robinson.mrr2@gmail.com	**NOTIFICATION PREFERENCE:** Email

DRIVER'S LICENSE: Yes **State:** FL	**LEGAL RIGHT TO WORK IN THE UNITED STATES?:** ■ Yes ☐ No	**HIGHEST LEVEL OF EDUCATION:** Bachelor's Degree

PREFERENCES

ARE YOU WILLING TO RELOCATE?
■ Yes ☐ No ☐ Maybe

SHIFTS YOU WILL ACCEPT:
Day , Evening , Night , Rotating , Weekends , On Call (as needed)

OBJECTIVE:
Serve my community by being a representative on the Land Acquisition Committee.

EDUCATION

DATES: from August/1998 to May/2002	**SCHOOL NAME:** Wittenberg University	
LOCATION:(City , State) Springfield, OH	**DID YOU GRADUATE?** ■ Yes ☐ No	**DEGREE RECEIVED:** Bachelor's

MAJOR/MINOR: Biology/ Spanish	**UNITS COMPLETED:** 136

WORK EXPERIENCE

DATES: from May/2022 to Present	**EMPLOYER:** Monroe County Board of County Commissioners	**POSITION TITLE:** Marine Planner/ Biologist
ADDRESS: (Street, City, State, Zip Code): 88800 Overseas Hwy. 2nd Floor Suite 6 Tavernier, FL 33070		
PHONE NUMBER: 305-699-9449	**SUPERVISOR:** Brittany Burtner - Sr. Administrator, Marine Resources Office	**MAY WE CONTACT THIS EMPLOYER?** ■ Yes ☐ No
HOURS PER WEEK: 40	**SALARY:** $7,000.00	

DUTIES:
•Oversee boating and waterway infrastructure, including maintenance of the County Aids to Navigation System and coordinate derelict vessel and marine debris removals.
•Coordinate Scopes of Work for specific projects/jobs pertaining to boating and waterway infrastructure, including all procurement and hiring/ oversight of contractors to perform jobs.
•Apply for, administer and manage grants to assist in funding marine projects including application preparation, contract management, reporting and compliance, procurement and budget tracking.
•Manage databases for marine projects including utilization of ArcGIS data layers.
•Perform on-water site visits and surveys to ensure all projects were compliant with marine regulations.

REASON FOR LEAVING:
N/A

DATES: from February/2018 to May/2022	**EMPLOYER:** Monroe County Board of County Commissioners	**POSITION TITLE:** Senior Biologist
ADDRESS: (Street, City, State, Zip Code): 102050 Overseas Hwy. Key Largo, FL 33037		
PHONE NUMBER: 305-453-8800	**SUPERVISOR:** Michael Roberts - Assistant Director Environmental Resources	**MAY WE CONTACT THIS EMPLOYER?** ■ Yes ☐ No
HOURS PER WEEK: 40	**SALARY:** $7,000.00	

DUTIES:
•Process building permits with a focus on the biological aspects of development including stormwater management, restoration and land clearing regulations, Permit Referral Process (PRP) for endangered species, Existing Conditions Reports (ECR) to evaluate habitats.
•Gained in depth knowledge of the Monroe County Land Development Code (LDC) as well as knowledge of Florida DEP and USACOE regulations.
•Document vegetation and generate ECRs.
•Develop restoration plans for hardwood hammock and wetland habitats.
•Compose reports documenting environmental code violations of the LDC.
•Write shoreline assessment reports for the Planning Director.
•Communicate with the public about Monroe County environmental regulations, code compliance, and development potential.
•Inspect development projects to ensure they meet environmental regulations.
•Properly identify native, exotic and invasive exotic plant species found in the Florida Keys.
•Process Grant of Conservation Easement applications.
•Organized all existing Grant of Conservation Easements and created a process for documenting and adding easements to GIS.
•Analyzed ECR data to help develop restoration policies for the LDC.
•Develop policy revisions to the LDC environmental regulations.
•Created Standard Operating Procedures/ Training Manual for new employees.

REASON FOR LEAVING:
Accepted a new County position in the Marine Resources Department

DATES: from August/2003 to February/2018	**EMPLOYER:** National Audubon Society	**POSITION TITLE:** Senior Biologist

ADDRESS: (Street, City, State, Zip Code):
115 Indian Mound Trail
Tavernier, FL 33070

PHONE NUMBER: 305-852-5318	**SUPERVISOR:** Dr. Jerome Lorenz - State Director of Research	**MAY WE CONTACT THIS EMPLOYER?** ■ Yes ☐ No
HOURS PER WEEK: 40	**SALARY:** $3,000.00	**# OF EMPLOYEES SUPERVISED:** 6

DUTIES:
- Supervise a six person research crew
- Assist with analysis of fish data including catch data, biomass and density statistics.
- Write quarterly reports and SOP/ QA protocol documents.
- Assist with writing annual reports for different agencies.
- Conducted prey base fish sampling using a 3m2 drop trap system.

Properly identified 100+ species of estuarine species of fish and 10 species of sub-aquatic plants and algae.
- Operated different vessels including a 20' Mako, 18' Catamaran, 16' flats skiff, and a 14' jon boat for 1000+ hours.
- Assisted with nest monitoring of roseate spoonbills in Florida Bay and placing satellite transmitters on individual birds for further monitoring.
- Performed reconnaissance for new sample areas.
- Organized and constructed 14 new sample areas in Everglades National Park, Biscayne Bay, and Big Cypress National Preserve.
- Performed throw trapping with a 1m2 throw trap.
- Assisted with electroshocking studies conducted in the canal system of South Florida.
- Assisted with American alligator (Alligator mississippiensis) nesting studies in Everglades National Park via helicopter.

REASON FOR LEAVING:
The low salary of working for the nonprofit required that i work 1-2 additional jobs in order to be able to afford to live in the Keys.

DATES: from June/2003 to August/2003	**EMPLOYER:** Idaho Department of Fish and Game	**POSITION TITLE:** Field Technician
ADDRESS: (Street, City, State, Zip Code): 600 S. Walnut St. Boise, ID 83712		
PHONE NUMBER: (208) 334-3700	**SUPERVISOR:** Karen Newlon - Graduate Student of Montana Univiersity	**MAY WE CONTACT THIS EMPLOYER?** ■ Yes ☐ No
HOURS PER WEEK: 40	**SALARY:** $500.00	

DUTIES:
•Assisted with Lewis's woodpecker (Melanerpes lewis) nest monitoring in Craters of the Moon National Monument and the surrounding area.
•Performed vegetation surveys including tree coring.

REASON FOR LEAVING:
This job was a seasonal position.

DATES: from March/2003 to June/2003	**EMPLOYER:** National Audubon Society	**POSITION TITLE:** Field Intern
ADDRESS: (Street, City, State, Zip Code): 115 Indian Mound Trail Taverneir, FL 33070		
PHONE NUMBER: (305) 852-5318	**SUPERVISOR:** Caset Lott - Senior Research Ornithologist	**MAY WE CONTACT THIS EMPLOYER?** ■ Yes ☐ No
HOURS PER WEEK: 30	**SALARY:** $500.00	

DUTIES:
•Banded migratory songbirds that were caught using mist nets.
•Properly identified individuals caught as well as age and sex 30 species of songbirds.
•Assisted in set-up and clearing of study areas.

REASON FOR LEAVING:
This was a seasonal position.

DATES: from September/2002 to December/2002	**EMPLOYER:** University of Maryland	**POSITION TITLE:** Field Intern
ADDRESS: (Street, City, State, Zip Code): Wallaby Creek Urbanville, IT N/A		

PHONE NUMBER:	SUPERVISOR:	MAY WE CONTACT THIS EMPLOYER?
(571) 885-3603 ext. 8	Jean-Francois Savard - Graduate Student at the University of Maryland	■ Yes ☐ No

HOURS PER WEEK:
50

DUTIES:
•Trapped and banded satin bowerbirds (Ptilonorhynchus violaceus).
•Properly took measurements and blood samples of individual birds.
•Assisted in set-up of cameras and audio equipment at bower locations.

REASON FOR LEAVING:
This was a seasonal position.

DATES:	EMPLOYER:	POSITION TITLE:
from May/2000 to August/2002	John Bryan State Park	Natural Resource Specialist

ADDRESS: (Street, City, State, Zip Code):
3790 State Route 370
Yellow Springs, OH 45502

PHONE NUMBER:	SUPERVISOR:	MAY WE CONTACT THIS EMPLOYER?
(937) 767-1274	Mr. Scott Fletcher - Park Manager	■ Yes ☐ No

HOURS PER WEEK:
40

DUTIES:
-Check in campers and operated the camp store.
-Served on the trails committee to improve the navigation system of the hiking trails.
-Created brochures for rock climbing outlining the courses within the park.
-Maintained the physical appearance on of the park by clearing trails, string trimming, mowing and participating in various other maintenance tasks.

REASON FOR LEAVING:
I graduated from college and moved from the area.

CERTIFICATES AND LICENSES

TYPE:
Eco-Mariner Boating Safety Course

DATE ISSUED:	EXPIRATION DATE:	NUMBER:	ISSUING AGENCY:
April 2009	No expiration		Robert Clift

TYPE:
CPR Certification

DATE ISSUED:	EXPIRATION DATE:	NUMBER:	ISSUING AGENCY:
September 2010	No expiration		Steven Pollock Islamorada Fire Rescue Islamorada, FL 33036

TYPE:
PADI SCUBA Open Water Certification

DATE ISSUED:	EXPIRATION DATE:	NUMBER:	ISSUING AGENCY:
February 2004	No expiration	0403092347	348 John Pennekamp Coral Reef State Park Key Largo, FL

SKILLS

OFFICE SKILLS:
Nothing Entered For This Section

OTHER SKILLS:
Nothing Entered For This Section

LANGUAGE(S):
Spanish

☐ Speak ■ Read ■ Write

SUPPLEMENTAL INFORMATION
Nothing Entered For This Section

REFERENCES

REFERENCE TYPE:	NAME:	POSITION:
Professional	Cynthia Guerra	Executive Director-Monroe County Land Authority

ADDRESS: (Street, City, State, Zip Code)
102050 Overseas Hwy.

Key Largo, FL 33037

EMAIL ADDRESS:	PHONE NUMBER:
guerra-cynthia@monroecounty-fl.gov	305-295-5185

REFERENCE TYPE:	NAME:	POSITION:
Professional	Jerome Lorenz	State Director of Research

ADDRESS: (Street, City, State, Zip Code) 115 Indian Mound Trail Tavernier, FL 33070		
EMAIL ADDRESS: jlorenz@audubon.org		**PHONE NUMBER:** (305) 852-5318
REFERENCE TYPE: Professional	**NAME:** Peter Frezza	**POSITION:** Senior Biologist
ADDRESS: (Street, City, State, Zip Code) 115 Indian Mound Trail Tavernier, FL 33070		
EMAIL ADDRESS: pfrezza@audubon.org		**PHONE NUMBER:** (305) 852-5318
REFERENCE TYPE: Professional	**NAME:** Robert "Mac" Stone	**POSITION:** Executive Director, Naturaland Trust
ADDRESS: (Street, City, State, Zip Code) PO Box 728 Greenville, SC 29602		
EMAIL ADDRESS: StoneMac@gmail.com		**PHONE NUMBER:** (864) 387 - 6079
REFERENCE TYPE: Professional	**NAME:** Brittany Burtner	**POSITION:** Senior Administrator-Monroe County Marine Resources Department
ADDRESS: (Street, City, State, Zip Code) 2798 Overseas Hwy. Marathon, FL 33050		
EMAIL ADDRESS: burtner-brittany@monroecounty-fl.gov		**PHONE NUMBER:** 305-289-2805

Agency - Wide Questions

1. **What is your minimum compensation required?**
   None, This is a volunteer position

2. **What type of position are you looking for?**
   Full Time

Job Specific Supplemental Questions

1. **Are you an Islamorada Resident?**
   Yes

2. **List any experience you have had participating in activities related to advisory committees and government advisory committees.**
I was active on the Monroe County Climate Change Advisory Committee from 2014-2020. I participated in writing numerous white papers and regarding Monroe County climate policies and I was very active in writing and creating the Monroe County Climate Action Plan 2.0.

3. **List education and experience in the discipline of the committee for which you are applying.**
I have a Bachelor of Science degree in Biology and have dedicated my professional career to the ecology of the Everglades, Florida Bay, and the Florida Keys. My expertise encompasses the local flora and fauna and a deep understanding of land development policies within the county as well as project management for state and federal grants. This knowledge base will be invaluable to the committee as we research, analyze, and discuss strategies and find funding for projects related to land acquisition, conservation and development rights.

4. **Please state why you would like to be considered for an appointment to the committee.**
Through my educational, professional, and extensive volunteer experiences, I have had extraordinary opportunities to learn about other cultures as well as policies and procedures for conservation while creating sustainable communities in different regions around the world, including here in the Florida Keys. I have resided in the Upper Keys since 2003 and deeply care about our community and its conservation. I understand that landowner rights and responsible development are crucial for a sustainable community. My diverse background and commitment to the Upper Keys uniquely position me to contribute valuable insights and perspectives to the committee's important work.

I certify that answers given herein are true and complete to the best of my knowledge. I understand, also, that I am required to abide by all rules and regulations of Islamorada, Village of Islands.

This application for employment and/or committee(s) shall be considered active for a period of time not to exceed one year. Any applicant wishing to be considered for employment and/or committee(s) beyond this time period should inquire as to whether or not applications are being accepted at that time.

The applicant understands that neither this document nor any offer of employment and/or committee(s) from the Village constitutes an employment and/or committee(s) contract unless a specific document to that effect is executed by the employer and employee in writing. In consideration for my employment and/or committee(s) I agree to conform to the rules and regulations of the Village, acknowledge that rules may be changed, withdrawn, added or interpreted at any time, at the Village's sole option and without prior notice to me.

I have made an application for employment and/or committee(s) with Islamorada, Village of Islands. I hereby give my consent to release pertinent information about my qualifications and fitness for the position I have applied for including employment, financial, education, personal, or other matters as may be requested by Islamorada, Village of Islands to arrive at an employment decision. I release you from all claims and liabilities of any nature arising from damages for any information given.

FOR EMPLOYMENT ONLY (not for Islamorada Committee Members) The Village will obtain a "consumer report" about you from a consumer reporting agency for employment purposes. A "consumer" report is a background screening report that may contain information regarding your criminal history, driving history, and other information about you. It may bear upon your character, general reputation, personal characteristics, and/or mode of living. I hereby authorize you to investigate the accuracy of the information contained in this application for employment, my resume, or any other information I provide. I further authorize you to make such investigations and inquiries of my employment, education, financial, personal, and other related matters as may be necessary in arriving at an employment decision. I release Islamorada, Village of Islands and all employees, schools, organizations, or persons from all claims and liabilities of any nature arising from such investigations or information given. In the event of employment, I understand that false or misleading information given in my application or interview(s) may result in discharge.

This application was submitted by Robinson, Michelle

Signature____

Date____

EMPLOYMENT APPLICATION

Islamorada, Village of Islands
86800 Overseas Highway

Islamorada, Florida - 33036
http://www.islamorada.fl.us (http://www.islamorada.fl.us)
Reckwerdt, Anna, A
Committee - Workforce/Affordable Housing Citizens' Advisory Committee

Received: 12/11/24, 11:43 AM
For Official Use Only:
QUAL:________
DNQ:__________
☐ Experience
☐ Training
☐ Other:________

PERSONAL INFORMATION

POSITION TITLE: Committee - Workforce/Affordable Housing Citizens' Advisory Committee	**Job Number:** 20241125
NAME: (Last, First, Middle) Reckwerdt, Anna, A	**PERSON ID:** 60524795
	Date And Month Of Birth: 07/10

ADDRESS: (Street, City, State, Zip Code)
7 Sukoshi Lane
Islamorada, FL 33036

HOME PHONE:
(305) 240-9363

EMAIL ADDRESS: anna@robbies.com	**NOTIFICATION PREFERENCE:** Email

DRIVER'S LICENSE: Yes **State:** FL	**LEGAL RIGHT TO WORK IN THE UNITED STATES?:** ■ Yes ☐ No	**HIGHEST LEVEL OF EDUCATION:** Bachelor's Degree

PREFERENCES

ARE YOU WILLING TO RELOCATE?

☐ Yes ☐ No ☐ Maybe

SHIFTS YOU WILL ACCEPT:

OBJECTIVE:
I have lived in the Florida Keys my entire life and came back after college to pursue my lifelong career. I am interested to learn more about the community and help in any ways I can. I believe Workforce/Affordable housing is a very important factor in our community. We own a business in Lower Matecumbe, I have seen firsthand the importance of Workforce/Affordable housing to our businesses and community.

EDUCATION

DATES: from August/2019 to May/2023	**SCHOOL NAME:** Florida Gulf Coast University

LOCATION:(City , State) , FL	**DID YOU GRADUATE?** ■ Yes ☐ No	**DEGREE RECEIVED:** Bachelor's
MAJOR/MINOR: Resort/Hospitality		**UNITS COMPLETED:** 8

DATES: from August/2017 to May/2019	**SCHOOL NAME:** Coral Shores	
LOCATION:(City , State) Tavernier , FL	**DID YOU GRADUATE?** ■ Yes ☐ No	**DEGREE RECEIVED:** High School Diploma

DATES: from August/2015 to May/2017	**SCHOOL NAME:** Island Christian	
LOCATION:(City , State) , FL	**DID YOU GRADUATE?** ☐ Yes ■ No	**DEGREE RECEIVED:** High School Diploma

WORK EXPERIENCE

DATES: from July/2023 to Present	**EMPLOYER:** Robbie's Marina	**POSITION TITLE:** Administration
ADDRESS: (Street, City, State, Zip Code): 77522 Overseas Hwy Islamorada, FL 33036		**COMPANY URL:** www.robbies.com
PHONE NUMBER: 305-664-2676	**MAY WE CONTACT THIS EMPLOYER?** ■ Yes ☐ No	
HOURS PER WEEK: 48	**SALARY:** $5,833.00	**# OF EMPLOYEES SUPERVISED:** 130
DUTIES: entering new employees, managing the office and property, creating payroll, AR/AP, health insurance, rental billing		
REASON FOR LEAVING: I have not left the company		

DATES: from May/2022 to March/2023	**EMPLOYER:** Hyatt Regency at Coconut Point	**POSITION TITLE:** Recreation
ADDRESS: (Street, City, State, Zip Code): 5001 Coconut Road Estero, FL 34134		**COMPANY URL:** https://www.hyatt.com/hyatt-regency/en-US/naprn-hyatt-regency-coconut-point-resort-and-spa
PHONE NUMBER: 239-444-1234	**SUPERVISOR:** Berry - Manager	**MAY WE CONTACT THIS EMPLOYER?** ■ Yes ☐ No
HOURS PER WEEK: 35	**SALARY:** $600.00	

DUTIES:
organizing activities, working the register, watching the pools/slides

REASON FOR LEAVING:
Graduated college, finished internship

DATES: from January/2017 to July/2017	**EMPLOYER:** Robbie's Marina	**POSITION TITLE:** Host/Food Runner/ Server
ADDRESS: (Street, City, State, Zip Code): 77522 Overseas Hwy Islamorada, FL 33036		**COMPANY URL:** www.robbies.com
PHONE NUMBER: 305-664-2676	**MAY WE CONTACT THIS EMPLOYER?** ■ Yes ☐ No	
HOURS PER WEEK: 20	**SALARY:** $900.00	

DUTIES:
Greeting Guest, Sitting Guests, Serving Food, Taking Food Orders, Serving Customers

REASON FOR LEAVING:
Focus on graduating high school/preparing for college

CERTIFICATES AND LICENSES

Nothing Entered For This Section

SKILLS

OFFICE SKILLS:
Nothing Entered For This Section

OTHER SKILLS:
Nothing Entered For This Section

LANGUAGE(S):
Nothing Entered For This Section

SUPPLEMENTAL INFORMATION
Nothing Entered For This Section

REFERENCES

REFERENCE TYPE: Personal	**NAME:** Carla Bahn	**POSITION:**

ADDRESS: (Street, City, State, Zip Code)

EMAIL ADDRESS: carla@coralreeftitle.com	**PHONE NUMBER:** 305-394-1896

REFERENCE TYPE: Personal	**NAME:** Chris Sante	**POSITION:**
ADDRESS: (Street, City, State, Zip Code)		
EMAIL ADDRESS: santechris@yahoo.com		**PHONE NUMBER:** 305-522-6598

REFERENCE TYPE: Professional	**NAME:** Judy Hull	**POSITION:**
ADDRESS: (Street, City, State, Zip Code)		
EMAIL ADDRESS: director@islamoradachamber.com		**PHONE NUMBER:** 305-394-3539

REFERENCE TYPE: Personal	**NAME:** Brian Cone	**POSITION:**
ADDRESS: (Street, City, State, Zip Code)		
EMAIL ADDRESS: 33contagious@gmail.com		**PHONE NUMBER:** 305-481-7689

REFERENCE TYPE: Professional	**NAME:** Holly Raschein	**POSITION:**
ADDRESS: (Street, City, State, Zip Code)		
EMAIL ADDRESS: raschein-holly@monroecounty-fl.gov		**PHONE NUMBER:** 305-522-4721

Agency - Wide Questions

1. **What is your minimum compensation required?**
   none
2. **What type of position are you looking for?**
   Full Time

Job Specific Supplemental Questions

1. **Are you an Islamorada Resident?**
   Yes
2. **List any experience you have had participating in activities related to advisory committees and government advisory committees.**
   none

3. **List education and experience in the discipline of the committee for which you are applying.**
   I am currently managing a family business in the keys that provides housing for our employees, and I see firsthand the importance of workforce/affordable housing for our community

4. **Please state why you would like to be considered for an appointment to the committee.**
   I care, I live here, and one day I will raise children here

I certify that answers given herein are true and complete to the best of my knowledge. I understand, also, that I am required to abide by all rules and regulations of Islamorada, Village of Islands.

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FOR EMPLOYMENT ONLY (not for Islamorada Committee Members) The Village will obtain a “consumer report” about you from a consumer reporting agency for employment purposes. A “consumer” report is a background screening report that may contain information regarding your criminal history, driving history, and other information about you. It may bear upon your character, general reputation, personal characteristics, and/or mode of living. I hereby authorize you to investigate the accuracy of the information contained in this application for employment, my resume, or any other information I provide. I further authorize you to make such investigations and inquiries of my employment, education, financial, personal, and other related matters as may be necessary in arriving at an employment decision. I release Islamorada, Village of Islands and all employees, schools, organizations, or persons from all claims and liabilities of any nature arising from such investigations or information given. In the event of employment, I understand that false or misleading information given in my application or interview(s) may result in discharge.

This application was submitted by Reckwerdt, Anna, A

Signature____

Date____

From: noreply@civicplus.com
To: Marne McGrath
Subject: Online Form Submittal: Boards & Committees Application
Date: Wednesday, February 5, 2025 8:21:20 PM

This Message Is From an External Sender
This message came from outside your organization.

Report Suspicious

Boards & Committees Application

Select the Committee you are applying for	Local Planning Agency (LPA)
Personal Information	
First Name	Elizabeth
Last Name	Jolin
Address1	81991 Old Hwy
Address2	*Field not completed.*
City	Islamorada
State	US-0-FL
Zip	33036
Phone Number	1305-393-0994
Email Address	elizabethjolin@bellsouth.net
Occupation	Real Estate Agent
Residency Information	
Length of Residency in Islamorada	23 years
Are you a registered voter	Yes
Organization Membership Information	

Are you currently serving on other Boards, Commissions, or Committees?	No
If yes, which	*Field not completed.*
Have you served on a Board, Commission, or Committee before?	Yes
If yes, which	Near Shore Water / Achievable Housing / Village Council
Please list organization memberships and positions held	Islamorada Chamber of Commerce, member / Florida Keys Board of Realtors, member / Village Council Member 2022-2024/ Florida Bay Forever, founder / Islamorada Community Garden, member, National Marine Sanctuary Advisory Committee
Please List Areas of Special Interest	Local Government regulation, Near shore water quality, Conservation, Land Use and Zoning as it relates to residential and commercial property transfer
Please Upload Letter of Interest	LPA.docx

Email not displaying correctly? View it in your browser.

Islamorada Village of Islands

Islamorada, Fl 33036

February 5, 2025

To Whom it May Concern,

Please accept my application to participate on the LPA for the Village of Islands. I recently served two years on the Village Council and believe I demonstrated a sound understanding of our land use and planning concepts. I was instrumental in convincing the Council to implement an update to our LDRs and Comprehensive Plan and hope to remain active in this important conversation through participation in this committee.

I have actively participated in other committees in the Village including the Near Shore Water committee and the Achievable Housing Committee. I recognize the value of citizen involvement and hope my time in these efforts was a help to the greater good.

I have been a resident of Islamorada for over 20 years, have raised my family and have owned and operated a successful charter and real estate effort. I am committed to work to retain the beauty and magic of this special place that I call home and feel confident that my experience and expertise will be of value .

Thank you for considering my application.

Sincerely,

Elizabeth Jolin

305-393-0994

From:	noreply@civicplus.com
To:	Marne McGrath
Subject:	Online Form Submittal: Boards & Committees Application
Date:	Thursday, February 6, 2025 2:59:40 PM

This Message Is From an External Sender
This message came from outside your organization.

Report Suspicious

Boards & Committees Application

Select the Committee you are applying for	Local Planning Agency (LPA)
Personal Information	
First Name	Alina
Last Name	Davis
Address1	220 Plantation Blvd.
Address2	*Field not completed.*
City	Islamorada
State	FL
Zip	33036
Phone Number	305-393-0541
Email Address	Alina@YourFLKeysAgent.com
Occupation	Realtor
Residency Information	
Length of Residency in Islamorada	32 years
Are you a registered voter	Yes
Organization Membership Information	

Are you currently serving on other Boards, Commissions, or Committees?	Yes
If yes, which	Parks and Rec
Have you served on a Board, Commission, or Committee before?	Yes
If yes, which	Parks and Rec
Please list organization memberships and positions held	*Field not completed.*
Please List Areas of Special Interest	*Field not completed.*
Please Upload Letter of Interest	LPA application.docx

Email not displaying correctly? View it in your browser.

February 6, 2005

I would like to be considered for the open seat on the LPA. I have been on the Parks and Recreation Committee for many years as I believe the Park is truly the crown jewel of Islamorada and feel that public participation is key to successful management of our assets.

The LPA has always interested me as I am a realtor and want to keep updated with changes and decisions that could impact current homeowners or buyers. Now that Able City East has been chosen to redo our Comprehensive Plan and the LDR's it is imperative that the LPA work hand in hand with the planners and Able City East. We, the residents of Islamorada, know what the issues are and many of us have good ideas and would like to participate in the future of our Village.

Thank you for your attention, please feel free to call, text or email me with any questions or comments you might have.

Alina Davis
305-393-0541
Alina@YourFLKeysAgent.com

EMPLOYMENT APPLICATION

Islamorada, Village of Islands
86800 Overseas Highway

Islamorada, Florida - 33036
http://www.islamorada.fl.us (http://www.islamorada.fl.us)
McGraw-Abel, Corie
Committee - Local Planning Agency

Received: 1/13/25, 7:04 AM
For Official Use Only:
QUAL:_________
DNQ:__________
☐ Experience
☐ Training
☐ Other:________

PERSONAL INFORMATION

POSITION TITLE: Committee - Local Planning Agency		**Job Number:** 20241127
NAME: (Last, First, Middle) McGraw-Abel, Corie		**PERSON ID:** 48114975
Former Last Name: McGraw		**Date And Month Of Birth:** 04/29
ADDRESS: (Street, City, State, Zip Code) 206 Navajo St Tavernier, FL 33070		
HOME PHONE: 305-393-6864		
EMAIL ADDRESS: frogster12000@yahoo.com		**NOTIFICATION PREFERENCE:** Email
DRIVER'S LICENSE: Yes **State:** FL	**LEGAL RIGHT TO WORK IN THE UNITED STATES?:** ■ Yes ☐ No	**HIGHEST LEVEL OF EDUCATION:** Bachelor's Degree

PREFERENCES

ARE YOU WILLING TO RELOCATE?
☐ Yes ■ No ☐ Maybe

SHIFTS YOU WILL ACCEPT:
Day , Evening

OBJECTIVE:
To obtain employment in a positive atmosphere with the ability to be promoted within the company.

EDUCATION

DATES: from August/1992 to April/1996	**SCHOOL NAME:** Florida International University	
LOCATION:(City , State) Miami, FL	**DID YOU GRADUATE?** ■ Yes ☐ No	**DEGREE RECEIVED:** Bachelor's

MAJOR/MINOR: English Education	

WORK EXPERIENCE

DATES: from January/2021 to Present	**EMPLOYER:** Coastal Realty	**POSITION TITLE:** Real Estate Agent
ADDRESS: (Street, City, State, Zip Code): 82889 O/S Hwy Islamorada, FL 33036		
PHONE NUMBER: 305-664-0077	**SUPERVISOR:** John El-Khoury - Broker/Owner	**MAY WE CONTACT THIS EMPLOYER?** ■ Yes ☐ No
DUTIES: List and sell property up and down the Florida Keys		
REASON FOR LEAVING: still employed there		

DATES: from November/2020 to Present	**EMPLOYER:** Monroe County Board of County Commissioners	**POSITION TITLE:** Assistant
ADDRESS: (Street, City, State, Zip Code): 102050 Overseas Hwy., Ste. 234 Key Largo, FL 33037		
PHONE NUMBER: (305) 453-8787	**SUPERVISOR:** Holly Merrill Raschein - Commissioner District 5	**MAY WE CONTACT THIS EMPLOYER?** ■ Yes ☐ No
HOURS PER WEEK: 40	**SALARY:** $5,167.00	
DUTIES: It is my responsibility to open the office every day. I answer the phone and help direct callers to the right area for their comments. I receive and send emails at the request of the Commissioner as well as constituents. When constituents call or email about certain permits or code problems I research what I can in the system before emailing department heads. I prepare the agenda for my commissioner before meetings according to his preference. It is also my responsibility to use Minute Traq to add items to the agenda according to agenda deadlines. I schedule meetings for the commissioner, Zoom, and in person.		
REASON FOR LEAVING: I am not leaving presently.		

DATES: from July/2015 to November/2020	**EMPLOYER:** Monroe County Schools	**POSITION TITLE:** Culinary Teacher
ADDRESS: (Street, City, State, Zip Code): 89901 Old Hwy Tavernier, FL 33070		

PHONE NUMBER:
305-853-3233

SUPERVISOR:
Blake Fry - Principal

MAY WE CONTACT THIS EMPLOYER?
■ Yes ☐ No

HOURS PER WEEK:
40

SALARY:
$4,333.00

DUTIES:
Prepare and teach lessons according to the state curriculum.
I had over 150 kids in my program in grades 9-12 daily.

REASON FOR LEAVING:
Covid made it very difficult to teach during 2019-2020. Mike Forster offered me the Assistant position when he was elected. I was excited for the opportunity to serve my community in a new way.

DATES:
from October/2016 to April/2020

EMPLOYER:
Blue 9 Realty/Engel Voelker's

POSITION TITLE:
Real Estate Agent

ADDRESS: (Street, City, State, Zip Code):
90773 Old Hwy suite 5
Islamorada, FL 33036

PHONE NUMBER:
305-587-3663

SUPERVISOR:
John Gallant - Broker

MAY WE CONTACT THIS EMPLOYER?
■ Yes ☐ No

HOURS PER WEEK:
20

DUTIES:
List and sell properties up and down the Florida Keys

REASON FOR LEAVING:
I didn't like the small boutique company going corporate.

DATES:
from November/2008 to April/2016

EMPLOYER:
Moorings Realty

POSITION TITLE:
Real Estate Agent

ADDRESS: (Street, City, State, Zip Code):
81610 Overseas Hwy
Islamorada, FL 33036

PHONE NUMBER:
305-664-9166

SUPERVISOR:
Rhonda Brewer - Broker

MAY WE CONTACT THIS EMPLOYER?
■ Yes ☐ No

HOURS PER WEEK:
20

DUTIES:
List and sell properties up and down the Florida Keys.

REASON FOR LEAVING:
The Broker I started with left the Moorings for American Caribbean. If you want to speak with Rhonda about me her cell number is: 305-393-0513

DATES:	EMPLOYER:	POSITION TITLE:
from February/2015 to July/2015	Mangrove Mike's Café and Catering	Restaurant Manager

ADDRESS: (Street, City, State, Zip Code):
82200 Overseas Hwy
Islamorada, FL 33070

PHONE NUMBER:	SUPERVISOR:	MAY WE CONTACT THIS EMPLOYER?
305-6648022	Mike Forster - Owner/Operator	■ Yes ☐ No

HOURS PER WEEK:	SALARY:	# OF EMPLOYEES SUPERVISED:
40	$4,000.00	25

DUTIES:
It was my responsibility to run the day-to-day operations of the cafe as well as keep up with catering scheduling and booking.

REASON FOR LEAVING:
I still had 2 kids in school and a restaurant schedule is hard when the rest of your family is off on weekends and holidays.

DATES:	EMPLOYER:	POSITION TITLE:
from November/2010 to February/2015	The Islander Resort	Catering Mgr./Wedding Coordinator

ADDRESS: (Street, City, State, Zip Code):
82100 Overseas Hwy
Islamorada, FL 33036

PHONE NUMBER:	SUPERVISOR:	MAY WE CONTACT THIS EMPLOYER?
305-664-2031	Karen Thurman - GM	■ Yes ☐ No

HOURS PER WEEK:	SALARY:	# OF EMPLOYEES SUPERVISED:
40	$5,000.00	12

DUTIES:
I started as a Bartender, after about 6 mos I was made
The Banquet Captain. I would staff and run all events on the property. In 2014 I was made the Convention Services Manager. While in this position it was my responsibility to still schedule and run all events as well as all billing of each event, stocking the convention center to make sure we had all items needed for all events, and communicate with the event coordinators, and show the convention center for the sale of events,
----
In 2015 I was promoted to Catering Manager at The Islander Resort and remained in that position until February of 2016. I left
The Islander Resort because of constant changing management throughout the resort.

REASON FOR LEAVING:
Management was constantly changing.

DATES:	EMPLOYER:	POSITION TITLE:
from May/2012 to June/2013	Florida Keys Board of Realtors	Vice President

ADDRESS: (Street, City, State, Zip Code): 97670 Overseas Hwy Key Largo, FL 33037		
PHONE NUMBER: 305-852-9294	**SUPERVISOR:** Lynda Anthony - CEO Fl Keys Board	**MAY WE CONTACT THIS EMPLOYER?** ■ Yes ☐ No
HOURS PER WEEK: 20		
DUTIES: To help and supervise the day-to-day operations of the Florida Keys Board of Realtors.		
REASON FOR LEAVING: Term ended		

DATES: from May/2011 to June/2012	**EMPLOYER:** Florida Keys Board of Realtors	**POSITION TITLE:** President
ADDRESS: (Street, City, State, Zip Code): 97670 Overseas Hwy Key Largo, FL 33037		
PHONE NUMBER: 305-852-9294	**SUPERVISOR:** Linda Anthony - CEO Florida Keys board	**MAY WE CONTACT THIS EMPLOYER?** ■ Yes ☐ No
HOURS PER WEEK: 20	**# OF EMPLOYEES SUPERVISED:** 2	
DUTIES: Help with the day-to-day running of the organization.		
REASON FOR LEAVING: The end of my term		

DATES: from May/2010 to June/2011	**EMPLOYER:** Florida Keys Board of Realtors	**POSITION TITLE:** Secretary
ADDRESS: (Street, City, State, Zip Code): 9767 Overseas Hwy Key Largo, FL 33037		
PHONE NUMBER: 305-852-9294	**SUPERVISOR:** Lynda Anthoney - CEO Fl Keys Board	**MAY WE CONTACT THIS EMPLOYER?** ■ Yes ☐ No
HOURS PER WEEK: 20		
DUTIES: Realtor Image Committee 2010 Elected to the Board of Realtors 2009		
REASON FOR LEAVING: I moved up to Vice President.		

DATES: from February/2008 to August/2010	**EMPLOYER:** The Islamorada Fishing Club	**POSITION TITLE:** Events Coordinator
ADDRESS: (Street, City, State, Zip Code): 104 Madeira Rd Islamorada, FL 33036		
PHONE NUMBER: 305--664-4735	**SUPERVISOR:** Vinnie Feola - Manager	**MAY WE CONTACT THIS EMPLOYER?** ■ Yes ☐ No
HOURS PER WEEK: 40	**SALARY:** $2,500.00	**# OF EMPLOYEES SUPERVISED:** 4
DUTIES: Not long after I was hired, The Fishing Club's manager at the time quit. I took over all event booking responsibilities as well as scheduling and hiring of employees. I took care of day-to-day activities like deposits, writing checks, answering the phone and filing.		
REASON FOR LEAVING: The new mgr at the time took over most events to help save the club money. My position was phased out.		

DATES: from June/2000 to February/2008	**EMPLOYER:** Mangrove Mike's Cafe and Catering	**POSITION TITLE:** server
ADDRESS: (Street, City, State, Zip Code): 82200 Overseas Hwy Islamorada, FL 33036		
PHONE NUMBER: 305-664-8022	**SUPERVISOR:** Mike Forster - Owner/Operator	**MAY WE CONTACT THIS EMPLOYER?** ■ Yes ☐ No
HOURS PER WEEK: 40	**SALARY:** $2,000.00	**# OF EMPLOYEES SUPERVISED:** 25
DUTIES: Mangrove Mike's Caf/Catering I started at Mike's as a part-time server for breakfast. About a year later I was a manager and key holder for the restaurant. Mike then felt that he should get into catering but didn't have time to pursue it. He said if I wanted to take it on, he would split a percentage of the business with me 55/45. I developed a website, did all correspondence with potential customers. I was responsible to book all rentals for all events, set-up, and break down all events personally. We usually worked on large estates on the water. I had a 6X12 Trailer that I worked out of. All food was prepared at the kitchen then, transported to the event sites. I had a chef, my husband and myself to do all cooking for events. I scheduled and paid all staff for catering. When Mike and I parted ways we were doing around $250,000 a year in catering. This included production crews gatherings, weddings and events for as many as 300 people. Events were as formal as black tie or informal as a pig roast. We did it all and I ran it all myself!		
REASON FOR LEAVING: Mike and I had a falling out over the catering business and unfortunately, he was the owner, so I had to go.		

DATES: from May/1999 to June/2000	**EMPLOYER:** Uncle's Restaurant	**POSITION TITLE:** Server

ADDRESS: (Street, City, State, Zip Code): 80939 Overseas Hwy Islamorada, FL 33036		
PHONE NUMBER: 000-0000	**SUPERVISOR:** Joe Lepree - Owner	**MAY WE CONTACT THIS EMPLOYER?** ☐ Yes ■ No
HOURS PER WEEK: 40	**SALARY:** $1,500.00	
DUTIES: Wait on customers, input orders on a POS system.		
REASON FOR LEAVING: My first daughter was a toddler and I could send her to pre-school while I worked day hours instead of night.		

DATES: from August/1996 to June/1999	**EMPLOYER:** Monroe County Schools	**POSITION TITLE:** Teacher
ADDRESS: (Street, City, State, Zip Code): 89901 Old Hwy Tavernier, FL 33070		
PHONE NUMBER: 305-852-3233	**SUPERVISOR:** Al Rother - Principal	**MAY WE CONTACT THIS EMPLOYER?** ■ Yes ☐ No
HOURS PER WEEK: 40	**SALARY:** $1,800.00	
DUTIES: Teacher 10th Grade Supervisor Work to School program Grades 9-12		
REASON FOR LEAVING: I was pregnant with our first daughter, so I did not return to the 2000 school year.		

CERTIFICATES AND LICENSES

TYPE: Real Estate Sales			
DATE ISSUED: November 2017	**EXPIRATION DATE:** September 2022	**NUMBER:** SL 3204481	**ISSUING AGENCY:** DBPR

SKILLS

OFFICE SKILLS:
Nothing Entered For This Section

OTHER SKILLS:
Nothing Entered For This Section

LANGUAGE(S):
English

■ Speak ■ Read ■ Write

SUPPLEMENTAL INFORMATION
Nothing Entered For This Section

REFERENCES

REFERENCE TYPE: Professional	**NAME:** Karen Thurman	**POSITION:** GM-Grassy Flats Resort
ADDRESS: (Street, City, State, Zip Code) 58182 Overseas Hwy Marathon, FL 33050		
EMAIL ADDRESS: karen@grassyflats.com		**PHONE NUMBER:** 305-304-4912
REFERENCE TYPE: Professional	**NAME:** James Mooney	**POSITION:** House Representative District 120
ADDRESS: (Street, City, State, Zip Code) 102050 Overseas Hwy., Ste. 234 Key Largo, FL 33037		
EMAIL ADDRESS: JMooney@OceanSIR.com		**PHONE NUMBER:** 305-522-3383
REFERENCE TYPE: Professional	**NAME:** Susanne Bloy	**POSITION:** Bookkeeper Mangrove Mike's
ADDRESS: (Street, City, State, Zip Code) PO Box 1459 Islamorada, FL 33036		
EMAIL ADDRESS: suziq20@bellsouth.net		**PHONE NUMBER:** 305-304-1818
REFERENCE TYPE: Professional	**NAME:** Holly Merrill Raschein	**POSITION:** County Commissioner District 5
ADDRESS: (Street, City, State, Zip Code) 102050 Overseas Hwy Suite 234 Key LArgo, FL 33037		
EMAIL ADDRESS: raschein-holly@monroecounty-fl.gov		**PHONE NUMBER:** 305-522-4721

REFERENCE TYPE:	NAME:	POSITION:
Professional	Katie Atkins-Doxie	PR and Marketing Airports Monroe County
ADDRESS: (Street, City, State, Zip Code) 200 Harborview Dr Apt. 107 Tavernier, FL 33070		
EMAIL ADDRESS: atkins-katherine@monroecounty-fl.gov		**PHONE NUMBER:** 716-397-4263

Agency - Wide Questions

1. **What is your minimum compensation required?**
   N/A
2. **What type of position are you looking for?**
   Seasonal

Job Specific Supplemental Questions

1. **Are you an Islamorada Resident?**
   Yes
2. **List any experience you have had participating in activities related to advisory committees and government advisory committees.**
   I have been on the Historical Preservation Committee and the Community Character Committee.
3. **List education and experience in the discipline of the committee for which you are applying.**
   I work daily helping people in the areas of easements, zoning, code compliance.
4. **Please state why you would like to be considered for an appointment to the committee.**
   I am extremely interested in the future of planning and development in Islamorada.

I certify that answers given herein are true and complete to the best of my knowledge. I understand, also, that I am required to abide by all rules and regulations of Islamorada, Village of Islands.

This application for employment and/or committee(s) shall be considered active for a period of time not to exceed one year. Any applicant wishing to be considered for employment and/or committee(s) beyond this time period should inquire as to whether or not applications are being accepted at that time.

The applicant understands that neither this document nor any offer of employment and/or committee(s) from the Village constitutes an employment and/or committee(s) contract unless a specific document to that effect is executed by the employer and employee in writing. In consideration for my employment and/or committee(s) I agree to conform to the rules and regulations of the Village, acknowledge that rules may be changed, withdrawn, added or interpreted at any time, at the Village's sole option and without prior notice to me.

I have made an application for employment and/or committee(s) with Islamorada, Village of Islands. I hereby give my consent to release pertinent information about my qualifications and fitness for the position I have applied for including employment, financial, education, personal, or other matters as may be requested by Islamorada, Village of Islands to arrive at an employment decision. I release you from all claims and liabilities of any nature arising from damages for any information given.

FOR EMPLOYMENT ONLY (not for Islamorada Committee Members) The Village will obtain a “consumer report” about you from a consumer reporting agency for employment purposes. A “consumer” report is a background screening report that may contain information regarding your criminal history, driving history, and other information about you. It may bear upon your character, general reputation, personal characteristics, and/or mode of living. I hereby authorize you to investigate the accuracy of the information contained in this application for employment, my resume, or any other information I provide. I further authorize you to make such investigations and inquiries of my employment, education, financial, personal, and other related matters as may be necessary in arriving at an employment decision. I release Islamorada, Village of Islands and all employees, schools, organizations, or persons from all claims and liabilities of any nature arising from such investigations or information given. In the event of employment, I understand that false or misleading information given in my application or interview(s) may result in discharge.

This application was submitted by McGraw-Abel, Corie

Signature____

Date____

EMPLOYMENT APPLICATION

Islamorada, Village of Islands **86800 Overseas Highway** **Islamorada, Florida - 33036** http://www.islamorada.fl.us (http://www.islamorada.fl.us) **Turk, Matt** **Committee - Local Planning Agency**	**Received:** 2/28/25, 12:45 PM **For Official Use Only:** QUAL:_________ DNQ:__________ ☐ Experience ☐ Training ☐ Other:________

PERSONAL INFORMATION

POSITION TITLE: Committee - Local Planning Agency	**Job Number:** 20241127
NAME: (Last, First, Middle) Turk, Matt	**PERSON ID:** 61604669
	Date And Month Of Birth: 06/19

ADDRESS: (Street, City, State, Zip Code)
300 key honey In
Islamorada, FL 33070

HOME PHONE:
305-923-0292

EMAIL ADDRESS: Matt@cbtconstruction.com	**NOTIFICATION PREFERENCE:** Email

DRIVER'S LICENSE: Yes **State:** FL	**LEGAL RIGHT TO WORK IN THE UNITED STATES?:** ■ Yes ☐ No	**HIGHEST LEVEL OF EDUCATION:** High School

PREFERENCES

ARE YOU WILLING TO RELOCATE?
☐ Yes ☐ No ☐ Maybe

SHIFTS YOU WILL ACCEPT:
On Call (as needed)

EDUCATION

MT Verified No Education History

WORK EXPERIENCE

DATES: from September/2017 to September/2025	**EMPLOYER:** CBT construction	**POSITION TITLE:** General contractor

ADDRESS: (Street, City, State, Zip Code):
87889 overseas hwy
Tavernier, FL 33070

PHONE NUMBER:	**SUPERVISOR:**	**MAY WE CONTACT THIS EMPLOYER?**
(305) 923-0292	Chris Trentine	■ Yes ☐ No

DUTIES:
I feel my work experience and dealing with the issues at hand being invaluable knowledge to this group

REASON FOR LEAVING:
Not leaving Still employed

CERTIFICATES AND LICENSES

Nothing Entered For This Section

SKILLS

OFFICE SKILLS:
Nothing Entered For This Section

OTHER SKILLS:
Nothing Entered For This Section

LANGUAGE(S):
Nothing Entered For This Section

SUPPLEMENTAL INFORMATION
Nothing Entered For This Section

REFERENCES

REFERENCE TYPE:	**NAME:**	**POSITION:**
Professional	Sheila Denoncourt	Village building official

ADDRESS: (Street, City, State, Zip Code)

EMAIL ADDRESS:	**PHONE NUMBER:**
Sheila.denoncourt@islamorada.fl.us	(305) 664-6437 ext.

REFERENCE TYPE:	**NAME:**	**POSITION:**
Personal	Tony Hammon	

ADDRESS: (Street, City, State, Zip Code)

EMAIL ADDRESS:	**PHONE NUMBER:**
Hammon@bellsouth.net	(305) 393-6785

REFERENCE TYPE:	**NAME:**	**POSITION:**
Professional	Lee Young	

ADDRESS: (Street, City, State, Zip Code)		
EMAIL ADDRESS: Leechristineyoung@gmail.com		**PHONE NUMBER:** (305) 522-1590
REFERENCE TYPE: Personal	**NAME:** Jason Richards	**POSITION:**
ADDRESS: (Street, City, State, Zip Code)		
EMAIL ADDRESS: Jason.richards@fkec.com		**PHONE NUMBER:** (305) 586-6424
REFERENCE TYPE: Professional	**NAME:** Joe Roth	**POSITION:**
ADDRESS: (Street, City, State, Zip Code)		
EMAIL ADDRESS: Jroth@reganroth.com		**PHONE NUMBER:** (305) 852-3234

Agency - Wide Questions

1. **What is your minimum compensation required?**
   0
2. **What type of position are you looking for?**
   Full Time

Job Specific Supplemental Questions

1. **Are you an Islamorada Resident?**
   Yes
2. **List any experience you have had participating in activities related to advisory committees and government advisory committees.**
   Committee
3. **List education and experience in the discipline of the committee for which you are applying.**
   College
   Certified floodplain manager
   Certified building contractor
4. **Please state why you would like to be considered for an appointment to the committee.**
   I believe my knowledge of the system and what's works and doesn't is valuable. Also the floodplain importance

---

I certify that answers given herein are true and complete to the best of my knowledge. I understand, also, that I am required to abide by all rules and regulations of Islamorada, Village of Islands.

This application for employment and/or committee(s) shall be considered active for a period of time not to exceed one year. Any applicant wishing to be considered for employment and/or committee(s) beyond this time period should inquire as to whether or not applications are being accepted at that time.

The applicant understands that neither this document nor any offer of employment and/or committee(s) from the Village constitutes an employment and/or committee(s) contract unless a specific document to that effect is executed by the employer and employee in writing. In consideration for my employment and/or committee(s) I agree to conform to the rules and regulations of the Village, acknowledge that rules may be changed, withdrawn, added or interpreted at any time, at the Village's sole option and without prior notice to me.

I have made an application for employment and/or committee(s) with Islamorada, Village of Islands. I hereby give my consent to release pertinent information about my qualifications and fitness for the position I have applied for including employment, financial, education, personal, or other matters as may be requested by Islamorada, Village of Islands to arrive at an employment decision. I release you from all claims and liabilities of any nature arising from damages for any information given.

FOR EMPLOYMENT ONLY (not for Islamorada Committee Members) The Village will obtain a “consumer report” about you from a consumer reporting agency for employment purposes. A “consumer” report is a background screening report that may contain information regarding your criminal history, driving history, and other information about you. It may bear upon your character, general reputation, personal characteristics, and/or mode of living. I hereby authorize you to investigate the accuracy of the information contained in this application for employment, my resume, or any other information I provide. I further authorize you to make such investigations and inquiries of my employment, education, financial, personal, and other related matters as may be necessary in arriving at an employment decision. I release Islamorada, Village of Islands and all employees, schools, organizations, or persons from all claims and liabilities of any nature arising from such investigations or information given. In the event of employment, I understand that false or misleading information given in my application or interview(s) may result in discharge.

This application was submitted by Turk, Matt

Signature____

Date____

Council Communication

To: Mayor and Village Council
From: Steve Friedman, Council Member
Date: March 18, 2025
SUBJECT: **Discussion Regarding Policies/Procedures Addressing Complaints Against Charter Members (Councilmember Friedman) TAB 4**

Background:
I am requesting consideration of a resolution that directs the Village Attorney to present the Village Council with proposed personnel policies/procedures to address and resolve staff complaints against the Village Manager, members of the Village Council or the Village Attorney. The policies/procedures should include an investigation of the merits of such complaints with due process afforded to all parties. A written report of the investigation including findings and recommendations would be provided to Council Members before being asked to consider or take action on such complaints.

The goal is to avoid the previous process that resulted in presenting such complaints directly to the Village Council for action before any investigation was performed or recommendation made to Councilmembers regarding such complaints.

Thanks,
Steve

Analysis:

Budget Impact:

Staff Impact:

Recommendation:

Attachments: None

Council Communication

To: Mayor and Village Council
From:
Date: March 18, 2025
SUBJECT: **Discussion on Charitable Contributions (Mayor Mahoney) TAB 5**

Background:

Analysis:

Budget Impact:

Staff Impact:

Recommendation:

Attachments: 1. Keys Charitable Contributions

Some insight on the charitable grant programs in the Keys:

- Marathon – has a program
    - City Council budgeted $150,000 for this fiscal year.
    - Per their application, Council is not allowed to allocate more than 1% of the previous year's general fund operating budget for the program.
        - Other than that, the application is pretty similar to ours.
- Monroe County – has a program (kind of)
    - The county program is run through their grants administration department. It looks like the department handles all grants on top of funding local charities.
    - The Human Services Advisory Board is responsible for making funding recommendations to the commission. They focus on nonprofit human and community service-based organizations.
    - The application comes out in February (I couldn't find it at this time) and is considered during the budget process.
    - This FAQ page was somewhat helpful.
- City of Key West – does not have a formal program BUT
    - Key West does have some of their own charity programs that are government sponsored. They have a free little library (the ones on the side of the road that look like birdhouses for books) and a food pantry for residents.

Council Communication

To: Mayor and Village Council
From: Sheila Denoncourt, Acting Village Manager/Chief Building Official
Date: March 18, 2025
SUBJECT: **Update on Holiday Lights**

Background:
The current three year contract has expired. Staff has contacted the current contractor to request options but has not gotten a response. Staff recommends initiating a new RFP.

Analysis:

Budget Impact:

Staff Impact:

Recommendation:
Staff recommends initiating a new RFP.

Attachments: None

Council Communication

To: Mayor and Village Council
From: Jamie Terry, Human Resources Director
Date: March 18, 2025
SUBJECT: **Village Manager Selection Process TAB 6**

Background:
The Village Manager position vacancy was advertised on several career websites and social media platforms from January 10, 2025, to March 1, 2025. Human Resources received nineteen (19) applications to pre-screen for eligibility. Sixteen (16) of the nineteen (19) applicants met the minimum requirements for the position. Six (6) of the sixteen (16) applicants are Florida residents.

Analysis:
Below are two proposed options for proceeding with the selection of the Village Manager position. Please understand these are staff recommendations only, and the council has the authority to adopt or amend one or both of the options presented below:

Option 1:
Interview local (Florida) residents first. There are six (6) eligible candidates that are Florida residents.

Interview process:
Using the proposed interview questions, each candidate will meet personally with each council member. We can set up private offices/spaces and rotate the candidates through. Each interview will last approximately 30 minutes. We can schedule them all for the same day.

Using the proposed selection matrix, each council member will score the interview and provide the completed selection matrix to the Human Resources Director. The Human Resources Director will tally the selection matrix and provide the top-ranked candidates to the council (can be all or just the top 3, 4, ?).

Selection:
The top candidates participate in the final group interview at the Tuesday night council meeting. Top candidates participate in a community "meet-n-greet" on Wednesday night. Council will then finalize the selection at the Thursday night council meeting.

Option 2:
There are sixteen (16) eligible candidates. The council can decide on individual interviews for all sixteen (16) candidates *or* opt to further narrow the list of candidates by using other pre-screened criteria (i.e., candidates who have held the City Manager title, those with a master's degree, etc.).

The interview process would depend on how many candidates the council chooses to interview – see option 1 *or* the council could elect to do any other combination of interviews (zoom, group, etc.)

The selection would be as provided in option 1.

Budget Impact:

Staff Impact:

Recommendation:

Attachments: None

Council Communication

To: Mayor and Village Council
From: John Quick, Interim Village Attorney
Date: March 18, 2025
SUBJECT: **Update on Takings Law in Light of Recent Court Ruling TAB 7**

Background:
On February 5, 2025, the Third District Court of Appeal issued an opinion in the matter of *Shands v. City of Marathon*, Florida Third DCA Case No. 3D21-1987. A copy of the opinion is included herein.

Analysis:
The *Shands* opinion would make changes to prevailing takings law. As a result, this item is intend as an update to the takings law presentation which took place on August 28, 2024.

Budget Impact:

Staff Impact:

Recommendation:

Attachments: 1. Shands Opinion-Non-Dispositive

Third District Court of Appeal

State of Florida

Opinion filed February 5, 2025.
Not final until disposition of timely filed motion for rehearing.

No. 3D21-1987
Lower Tribunal No. 07-99-M

Rodney Shands, et al.,
Appellants,

vs.

City of Marathon,
Appellee.

An Appeal from the Circuit Court for Monroe County, Mark H. Jones, Judge.

Pacific Legal Foundation, Jeremy Talcott (Sacramento, CA), Robert H. Thomas (Sacramento, CA), Mark Miller, and Kathryn D. Valois (Palm Beach Gardens), for appellants.

Johnson, Anselmo, Murdoch, Burke, Piper & Hochman, PA, and Hudson C. Gill (Fort Lauderdale), for appellee.

Derek V. Howard and Peter H. Morris, Assistant County Attorneys, for Monroe County, Florida, as amicus curiae, and Weiss Serota Helfman Cole & Bierman, P.L. and John J. Quick, for Village of Islamorada, as amicus curiae.

Before LOGUE, C.J., and EMAS, FERNANDEZ, SCALES, LINDSEY, MILLER, GORDO, LOBREE, BOKOR, and GOODEN, JJ.

MILLER, J.

UPON CITY OF MARATHON'S MOTION FOR REHEARING, REHEARING EN BANC, AND CERTIFICATION

We grant rehearing en banc, withdraw the panel opinion in Shands v. City of Marathon, 48 Fla. L. Weekly D907 (Fla. 3d DCA 2023), and substitute the following opinion in its stead.

This inverse condemnation appeal presents a novel issue regarding the role that transferred development rights ("TDRs") occupy in adjudicating a categorical, as-applied regulatory takings claim advanced under the landmark case of Lucas v. South Carolina Coastal Council, 505 U.S. 1003 (1992). Appellants, the children of the late Dr. R.E. Shands, are the owners of Shands Key, a 7.9-acre offshore island in the Florida Keys. Dr. Shands acquired the property in 1956, and at that time, the property was zoned for residential use with an authorized density of one dwelling per acre. Upon the death of Dr. Shands, title to the island passed to his wife. She, in turn, conveyed the property to appellants. In 1986, Monroe County changed Shands Key's zoning status from "General Use" to "Conservation Offshore Island." Thirteen years later, appellee, the City of Marathon, incorporated and adopted Monroe County's regulations. An application to construct a dock for increased island access was denied, and the zoning authority effectively foreclosed any use of the island, other than for beekeeping or personal camping. After unsuccessfully pursuing administrative relief, appellants filed suit, alleging a regulatory taking under Lucas. Protracted litigation and multiple appeals ensued. Appellants then sought partial summary judgment on the basis that the regulation, as applied, deprived them of all economically beneficial use of their property. The City countered the motion with affidavits alleging that TDRs awarded under its Rate of Growth Ordinance ("ROGO") and Building Permit Allocation System ("BPAS")[1] infused the property with some value. These, it argued, considered in tandem with the residual land value derived from a potential future sale, precluded a Lucas claim. After considering the language in two prior decisions rendered by this court, the trial judge concluded that he was constrained to adjudicate the case under the ad hoc, multi-factor test developed in Penn Central Transportation Company v. City of New York, 438

[1] The City's "Numerical Allocation Limits" set a total annual allocation of thirty residential building permits. Marathon, Fla., Code § 107.02. Permit applications are allocated "points," which applicants may earn through cash donations and land dedications. Id. § 107.01(B)(1), (F). Some factors, such as high-quality hammock, preclude points. The points function to advance or hinder a pending application. Once the City fulfills the annual allocation, applicants must wait, perhaps indefinitely, for a permit. See id. §§ 107.07(G), 107.08.

U.S. 104 (1978), and further found that disputed issues of fact precluded summary judgment. The primary issue in this appeal is the propriety of that ruling.

I

In 1956, Dr. R.E. Shands purchased an offshore island in the Florida Keys from the federal government at public auction. The island, now known as Shands Key, spanned 7.9 acres and was subject to the jurisdiction of Monroe County, which zoned it "General Use" ("GU"). This designation allowed for the construction of one home per acre on the property.

Dr. Shands received and recorded a federal land patent, which granted fee simple title to the island to him and his heirs "forever." He then purchased seven acres of the surrounding bay bottom from the State of Florida to construct a bridge connecting the island to the mainland.

Dr. Shands never realized his plans, as he died in October 1963. Title to Shands Key and the surrounding bay bottom passed to his wife, who conveyed the property in fee simple to her four adult children twenty-one years later.

In 1979, the Florida Legislature designated the Florida Keys archipelago as an "area of critical state concern" in response to a rise in development. See § 380.0552(1), Fla. Stat. (1979). This designation subjected any enactments, amendments, or rescissions of land development regulations or elements of a local comprehensive plan in the Florida Keys to approval by the state land planning agency. See generally § 380.05, Fla. Stat. (1979); see also § 380.0552(9), Fla. Stat. (1989).

In 1986, Monroe County adopted the Monroe County Comprehensive Plan (the "Plan"), a regulatory land use management system that restricted development in unincorporated areas of the county. See Ch. 163, Fla. Stat. (1986). Consistent with the Plan, the County downzoned Shands Key from GU to "Conservation Offshore Island" and placed it in the future land use category of "conservation" for the stated purpose of preserving natural resources and disincentivizing development.

In 1992, Monroe County adopted its ROGO, a competitive permit allocation system for residential development designed to guide development away from environmentally sensitive areas. It was purposed to ensure resident safety during hurricane evacuation and preserve natural resources.

Seven years later, the City of Marathon incorporated and adopted Monroe County's previous enactments. As a result, Shands Key remained zoned as Conservation Offshore Island and designated in the conservation future land use category in order “to establish areas that are not connected to U.S. 1 as protected areas.”

In 2004, appellants applied for a permit to construct a dock on Shands Key. The City denied the application, informing appellants that their property consisted of “high quality hammock with a mangrove fringe,” which was a “suitable habitat for the state listed threatened White Crowned Pigeon.” However, the City expressed an interest in acquiring six acres of upland and proposed appellants publicly dedicate their land in exchange for an award of TDRs under the ROGO or BPAS allocation systems.

Appellants declined and, instead, filed a Beneficial Use Determination (“BUD”) application. The City’s special master concluded that downzoning Shands Key from GU to Conservation Offshore Island “prohibit[ed] any development of [appellants’] property under any circumstances” and left appellants with no reasonable economic use for the island. He recommended the City either issue a building permit for a single-family residence or purchase the property from appellants. The Marathon City Council voted 3-2 to reject the special master’s recommendations, and appellants filed suit in the Sixteenth Judicial Circuit in and for Monroe County.

So began nearly two decades of litigation, including two appeals. In the parties’ first appeal, this court reversed the trial court’s order dismissing the case on statute of limitations grounds. See Shands v. City of Marathon (Shands I), 999 So. 2d 718, 720 (Fla. 3d DCA 2008). There, the court determined appellants' challenge was "as applied," rather than "categorical" or "facial,"[2] and therefore not barred by the statute of limitations. Id. at 725–26. In support of this characterization, the court reviewed the relevant ordinance and noted that it provided for "low intensity residential uses . . . that [could] be served by cisterns, generators and other self-contained facilities," and "[d]etached residential dwellings." Id. at 724 (citations omitted). It further observed that TDRs, including ROGO allocation points, were available. See id.[3]

On remand, the City successfully moved for summary judgment on the complaint, contending that the availability of TDRs rendered the facts indistinguishable from Beyer v. City of Marathon (Beyer II), 197 So. 3d 563 (Fla. 3d DCA 2013). This court again reversed on appeal, finding the City failed to establish the value of the TDRs associated with the property. See

[2] See id. at 722 n.8 ("The word 'facial' is a term of art more properly applied when evaluating the constitutional validity of a statute, regulation or ordinance, as in whether the ordinance is constitutional 'on its face.' This is a separate analysis from whether the regulation has, by its enactment, effected a 'taking.' [The Shands I court] use[d] the term 'facial,' however, following the usage made by the parties, but point[ed] out that in this context the term refers to a categorical, per se, taking, as used in Lucas . . . .").

[3] The affidavit-based submissions outline the availability of allocated points.

Shands v. City of Marathon (Shands II), 261 So. 3d 750, 753 (Fla. 3d DCA 2019).

Following the second remand, appellants moved for partial summary judgment on the basis that they had established a viable categorical, as-applied challenge under Lucas. In support of their motion, appellants submitted sworn testimony establishing that the downzoning from GU to Conservation Offshore Island limited the use of the property to beekeeping and personal camping. This limitation, they argued, rendered the property "economically idle" under Lucas. See 505 U.S. at 1019.

Invoking Shands I and II and other precedent, the City opposed summary judgment on the ground that the potential award of TDRs infused the property with value, thereby precluding a categorical, as-applied taking under Lucas. The City also offered an expert affidavit for the proposition that the property could be sold to a willing buyer for recreational value.

The trial court denied the motion. The case subsequently proceeded to a two-day non-jury trial, at the conclusion of which the court found the case indistinguishable from the Beyer cases—a duology of inverse condemnation appeals from this court involving Bamboo Key, a nine-acre offshore island in unincorporated Monroe County. See generally Beyer v. City of Marathon (Beyer I), 37 So. 3d 932 (Fla. 3d DCA 2010); Beyer II,197 So. 3d 563. In

Beyer I, this court rejected a categorical Lucas takings claim premised on downzoning, stating that "[t]he [p]roperty . . . has additional beneficial economic value because it has transferable development rights." 37 So. 3d at 934 (emphasis removed). By way of a lengthy and well-reasoned order, the trial court then determined appellants failed to establish a taking under the ad hoc, multi-factored analysis set forth in Penn Central. This appeal followed.[4]

II

Our review is de novo, as it entails the denial of partial summary judgment and resultant claim preclusion. See Shands II, 261 So. 3d at 752. This case was decided under Florida's "old" summary judgment standard. As we explained in Feldman v. Schocket, 366 So. 3d 1104 (Fla. 3d DCA 2022),

> Pursuant to the old standard, summary judgment was proper "if there [was] no genuine issue of material fact and if the moving party [was] entitled to a judgment as a matter of law." In accordance with this test, "the existence of *any* competent evidence creating an issue of fact, however credible or incredible, substantial or trivial, stop[ped] the inquiry and preclude[d] summary judgment, so long as the 'slightest doubt' [was] raised."

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[4] As this is an appeal from a final judgment, "the antecedent denial of summary judgment is reviewable." Tiger Point Golf & Country Club v. Hipple, 977 So. 2d 608, 610 (Fla. 1st DCA 2007).

Id. at 1107 (alterations and emphasis in original) (first quoting Volusia County v. Aberdeen at Ormond Beach, L.P., 760 So. 2d 126, 130 (Fla. 2000), and then quoting Bruce J. Berman & Peter D. Webster, Berman's Florida Civil Procedure § 1.510:5 (2020 ed.)).

III

The Takings Clause of the Fifth Amendment, applicable to the states through the Fourteenth Amendment, commands, "[N]or shall private property be taken for public use, without just compensation." Amend. V, U.S. Const.[5] Similarly, the Florida Constitution provides that "[n]o private property shall be taken except for a public purpose and with full compensation therefor paid . . . ." Art. X, § 6(a), Fla. Const.[6] As the Supreme Court has explained,

[5] The Takings Clauses of the Fifth Amendment and the Florida Constitution are interpreted coextensively. St. Johns River Water Mgmt. Dist. v. Koontz, 77 So. 3d 1220, 1222 (Fla. 2011), rev'd on other grounds, 570 U.S. 595 (2013).

[6] Florida statutory law further expands protection for private property rights under the "Bert J. Harris, Jr. Private Property Rights Protection Act." See § 70.001(1), Fla. Stat. (2024) ("[A]s a separate and distinct cause of action from the law of takings, the Legislature herein provides for relief, or payment of compensation, when a new law, rule, regulation, or ordinance of the state or a political entity in the state, as applied, unfairly affects real property."); see also City of Jacksonville v. Smith, 159 So. 3d 888, 892 (Fla. 1st DCA 2015) ("The Act 'filled a void in then-existing Florida law because, prior to its enactment, there was no means by which an owner could receive compensation for the adverse financial effects of governmental regulation of his land without satisfying the constitutional standards for a taking, namely, physical invasion or the loss of all economically viable use.'") (quoting David

"[t]he aim of the Clause is to prevent the government 'from forcing some people alone to bear public burdens which, in all fairness and justice, should be borne by the public as a whole.'" E. Enters. v. Apfel, 524 U.S. 498, 522 (1998) (quoting Armstrong v. United States, 364 U.S. 40, 49 (1960)); see also Agins v. City of Tiburon, 447 U.S. 255, 260 (1980) ("The determination that governmental action constitutes a taking is, in essence, a determination that the public at large, rather than a single owner, must bear the burden of an exercise of state power in the public interest."). Importantly, the Clause "does not proscribe the taking of property; it proscribes taking without just compensation." Fla. Dep't of Transp. v. Mallards Cove, LLP, 159 So. 3d 927, 932 (Fla. 2d DCA 2015) (quoting Williamson Cnty. Reg'l Plan. Comm'n v. Hamilton Bank of Johnson City, 473 U.S. 172, 194 (1985)); see also Cedar Point Nursery v. Hassid, 594 U.S. 139, 147 (2021) ("[P]roperty must be secured, or liberty cannot exist.") (quoting Discourses on Davila, in 6 Works of John Adams 280 (C. Adams ed. 1851)).

As observed by Judge Shepherd in his dissent in Ganson v. City of Marathon, 222 So. 3d 17, 20 (Fla. 3d DCA 2016), "[t]he Takings Clause is clear and concise," but "[r]egrettably, regulatory takings jurisprudence is

L. Powell et al., A Measured Step to Protect Priv. Prop. Rts., 23 Fla. St. U. L. Rev. 255, 265 n.52 (1995)).

cryptic and convoluted." The Fifth Amendment was historically understood to apply only to "direct government appropriation or physical invasion of private property." Lingle v. Chevron U.S.A. Inc., 544 U.S. 528, 537 (2005). Over a century ago, however, the Supreme Court inaugurated the concept of regulatory takings in Pennsylvania Coal Co. v. Mahon, 260 U.S. 393 (1922). In Mahon, the Court recognized that the Takings Clause extended to overly burdensome regulations of property. Writing for an 8-1 Court, Justice Oliver Wendell Holmes observed that "while property may be regulated to a certain extent, if regulation goes too far it will be recognized as a taking." Id. at 415.

A

Identifying those regulations that go "too far" remains a thorny issue, but guiding principles emerge from two seminal Supreme Court decisions. See Lingle, 548 U.S. at 538 ("The rub, of course, has been—and remains—how to discern how far is 'too far.'"). In the first decision, Penn Central, the Court developed a framework for assessing partial, rather than categorical, regulatory takings claims. See generally 438 U.S. at 123–24. The Court articulated a fact-specific, ad hoc inquiry, consisting of the following three factors: (1) the economic impact of the regulation on the claimant; (2) the extent to which the regulation has interfered with distinct investment-backed expectations; and (3) the character of the governmental action. See id. at 124; see also Keshbro, Inc. v. City of Miami, 801 So. 2d 864, 871 n.12 (Fla. 2001) ("Those regulations which fall short of effecting a categorical taking are appropriately analyzed under the ad-hoc factual inquiry outlined in [Penn Central].").

In the second decision, Lucas, the Court developed a rule applicable to "total" or "categorical" regulatory takings, defined as the "relatively rare situations where the government has deprived a landowner of all economically beneficial uses." 505 U.S. at 1018; see also Bridge Aina Le'a, LLC v. Haw. Land Use Comm'n, 141 S. Ct. 731, 731 (2021) (Thomas, J., dissenting from denial of certiorari) ("[I]n more than 1,700 cases over a 25-year period, there were only 27 successful takings claims under Lucas—a success rate of just 1.6%.") (citing Carol Necole Brown & Dwight H. Merriam, On the Twenty-Fifth Anniversary of Lucas: Making or Breaking the Takings Claim, 102 Iowa L. Rev. 1847, 1849–50 (2017)). In Lucas, the property owner, David Lucas, acquired two residential lots on the Isle of Palms in Charleston County, South Carolina, to build single-family homes. 505 U.S. at 1007–08. Both lots were zoned for residential construction, and neither was subject to any use restriction. See id. at 1008. The South Carolina Legislature subsequently enacted the Beachfront Management Act, which barred Lucas from erecting any permanent habitable structures on the two lots. Id. at 1007. However, he was permitted to maintain a wooden walkway and dock. Id. at 1009 n.2.

Lucas filed suit, alleging a categorical, as-applied taking. See id. at 1009. The trial court found that the Act, as applied, permanently banned construction on the property, and that this prohibition constituted a deprivation of any reasonable economic use of the lots, rendering them valueless. Id. Thus, the court ordered payment of just compensation. Id.

The Supreme Court of South Carolina reversed the judgment, finding that since Lucas did not challenge the facial validity of the Act pursuant to the government's use of police power, no compensation was due because the finding that new construction in the coastal zone threatened the public resource was unreviewable. Id. at 1010. In other words, the court ruled that "when a regulation respecting the use of property is designed to prevent serious public harm," no compensation is due, regardless of the effect on property value. Id. (quotations and citations omitted).

The United States Supreme Court granted certiorari. Writing for the majority, Justice Scalia recounted the history of regulatory takings law and noted that the Court has traditionally recognized "two discrete categories of regulatory action as compensable without case-specific inquiry into the public interest advanced in support of the restraint." Id. at 1014–15. The first involves physical invasions of property and the second is where "regulation denies all economically beneficial or productive use of land." Id. As to the latter, "when the owner of real property has been called upon to sacrifice *all* economically beneficial uses in the name of the common good, that is, to leave his property economically idle, he has suffered a taking." Id. at 1019 (emphasis in original).

The Lucas Court repeatedly emphasized that the key to establishing a categorical, as-applied regulatory taking is a "total deprivation of beneficial use." Id. at 1017. Stated differently, "the Fifth Amendment is violated when land-use regulation . . . '*denies an owner economically viable use of his land*'" without just compensation. Id. at 1016 (quoting Agins, 447 U.S. at 260) (emphasis in original).

Justice Blackmun dissented. He contended that the property retained residual value because Lucas had the right to exclude others, . . . picnic, swim, camp in a tent, . . . live on the property in a movable trailer," and "alienate the land." Id. at 1044 (Blackmun, J., dissenting). He therefore opined that characterizing the property as "valueless" was a misnomer. See id. Justice Stevens agreed, stating, "Lucas may put his land to 'other uses'—fishing or camping, for example—or may sell his land to his neighbors as a buffer. In either event, his land is far from 'valueless.'" Id. at 1065 n.3 (Stevens, J., dissenting).

B

In the aftermath of Penn Central, Lucas, and their progeny, TDRs have emerged as a popular and effective tool for local governments to promote conservation efforts and urban growth management. Such rights typically benefit the landowner by authorizing expanded "development beyond the restricted level on [another] piece of land." Ralph A. DeMeo, Transfer Development Rights, in II Florida Environmental and Land Use Law, ch. 23 (1996).

The significance of TDRs in the regulatory takings matrix has been sharply debated. Some legal commentators have opined that TDRs are irrelevant to the takings side of the equation because they do not impact the nature and extent of the property interest taken by the government.[7] Others

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[7] See Richard D. Himberger, Transferable Development Rights, 43 Advocate 8, 12 (2000) ("If government enacts a zoning ordinance requiring a landowner to leave his real estate as open space, that regulation will emasculate all viable economic use in his land. Under the Lucas Total Deprivation Rule, such a regulation would constitute a taking of private property requiring payment of just compensation. This conclusion is not altered when a TDR program is added to the mix. The fact that the owner receives part of his just compensation in the form of TDR sales proceeds does not change the fact the taking has occurred.") (footnote omitted); see also William Hadley Littlewood, Transferable Dev. Rts., TRPA, and Takings, the Role of TDRs in the Const. Takings Analysis, 30 McGeorge L. Rev. 201,

have posited that TDRs necessarily mitigate the economic impact of regulation by infusing the property with value and therefore should be relevant in determining whether the government has effectuated a taking.[8]

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232 (1998) ("Applying TDRs to the takings side of the Fifth Amendment's protections will prove both unworkable and inequitable."); Samantha Peikoff Adler, Penn Cent. 2.0: The Takings Implications of Printing Air Rts., 2015 Colum. Bus. L. Rev. 1120, 1181 (2015) ("While TDRs have become an important investment option and land use currency, it is questionable whether they will ever be perceived the same as property rights in land."); James E. Holloway & Donald C. Guy, The Utility and Validity of TDRs Under the Takings Clause and the Role of TDRs in the Takings Equation Under Legal Theory, 11 Penn St. Env't. L. Rev. 45, 48–49 (2002) ("Regulatory scheme providing TDRs and other benefits to reduce the constitutional liability or offset the financial impact of land use, natural resources, and environmental regulations raise a constitutional question regarding the utility and validity of TDRs under regulatory takings law and a jurisprudential question regarding the position and role of TDRs in the takings equation.") (footnotes omitted); R.S. Radford, Takings and Transferable Dev. Rts. in the Sup. Ct.: The Const. Status of TDRs in the Aftermath of Suitum, 28 Stetson L. Rev. 685, 687 (1999) ("[T]he TDR concept is diffuse and flexible and—as was unfortunately demonstrated by the facts of Suitum—capable of serious abuse.") (footnote omitted); David A. Dana, Nat. Pres. and the Race to Dev., 143 U. Pa. L. Rev. 655, 669 (1995) ("The most troubling aspect of a regime of uncompensated natural preservation regulation may be that it encourages investors to accelerate development."); Michael M. Berger, Vindicating the Rts. of Priv. Land Dev. in the Cts., 32 Urb. Law 941, 965 (2000) ("Contrary to some extreme lower court assertions, the right to build on one's property is *not* a governmentally conferred benefit.") (emphasis in original).

[8] See Arden H. Rathkopf et al., Relation to Constitutional Taking Claims—As Factor on Merits of Claim, in 3 Rathkopf's The Law of Zoning and Planning § 59:17 (4th ed. 2023) ("[E]conomic value of available TDRs are to be considered in determining whether an owner is provided with a reasonable return on his investment and might possibly result in rejection of such a claim even where economically viable developmental uses of the particular restricted site are prohibited."); Jennifer Scro, Navigating the

The Supreme Court has yet to clarify this conundrum.[9] The issue was tangentially implicated in Suitum v. Tahoe Regional Planning Agency, 520 U.S. 725 (1997). There, writing for the majority, Justice Souter observed,

> While the pleadings raise issues about the significance of the [TDRs] both to the claim that a taking has occurred and to the constitutional requirement of just compensation, we have no occasion to decide, and we do not decide, whether or not these [TDRs] may be considered in deciding the issue whether there has been a taking in this case, as opposed to the issue whether just compensation has been afforded for such a taking. The sole question here is whether the claim is ripe for adjudication . . . .

Id. at 728.

In a noteworthy concurrence, Justice Scalia, joined by Justices O'Connor and Thomas, squarely addressed the issue. Concluding "the relevance of TDRs is limited to the compensation side of the takings analysis,

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Takings Maze: The Use of Transfers of Dev. Rts. in Defending Reguls. Against Takings Challenges, 19 Ocean & Coastal L.J. 219, 238 (2014) ("[T]o maintain TDRs' continuing viability, courts should consider TDRs as a mitigating property right both in the takings analysis itself and for potential post-verdict compensation."); Paul Merwin, Caught Between Scalia and the Deep Blue Lake: The Takings Clause and Transferable Dev. Rts. Programs, 83 Minn. L. Rev. 815, 847–48 (1999) ("TDR programs avoid the categorical takings rule of Lucas by providing landowners with an economic use of property. TDR programs meet the goals of the Takings Clause[] and avoid many of the evils that takings law seeks to prevent.") (footnote omitted).

[9] Holloway & Guy, supra note 7, at 84–85 ("This question is a constitutional concern that demands further consideration under jurisprudential concepts defining economic, political, and legal relationships of property and liability rules.").

and that taking them into account in determining whether a taking has occurred [would] render much of [the Court's] regulatory takings jurisprudence a nullity," id. at 750 (Scalia, J., concurring in part and concurring in judgment), Justice Scalia reasoned that

> TDRs, of course, have nothing to do with the use or development of the land to which they are (by regulatory decree) "attached." The right to use and develop one's own land is quite distinct from the right to confer upon someone else an increased power to use and develop *his* land. The latter is valuable, to be sure, but it is a *new* right conferred upon the landowner in exchange for the taking, rather than a *reduction* of the taking. In essence, the TDR permits the landowner whose right to use and develop his property has been restricted or extinguished to extract money from others. Just as a cash payment from the government would not relate to whether the regulation "goes too far" (i.e., restricts use of the land so severely as to constitute a taking), but rather to whether there has been adequate compensation for the taking; and just as a chit or coupon from the government, redeemable by and hence marketable to third parties, would relate not to the question of taking but to the question of compensation; so also the marketable TDR, a peculiar type of chit which enables a third party not to get cash from the government but to use his land in ways the government would otherwise not permit, relates not to taking but to compensation.

Id. at 747 (emphasis in original).

More recently, in Horne v. Department of Agriculture, 576 U.S. 350 (2015), Chief Justice Roberts, writing for the majority, invoked Justice Scalia's Suitum concurrence for the proposition that "once there is a taking, as in the case of a physical appropriation, any payment from the Government in connection with that action goes, at most, to the question of just compensation." <u>Id.</u> at 364. This is consistent with Justice Thomas's recent reiteration of the <u>Lucas</u> principle that "[a] regulation effects a taking . . . categorically whenever [it] . . . leaves *land* 'without economically beneficial or productive options for its *use*.'" <u>Bridge Aina Le'a, LLC</u>, 141 S. Ct. at 731 (Thomas, J., dissenting from denial of certiorari) (quoting <u>Lucas</u>, 505 U.S. at 1018) (emphasis added); <u>see also</u> <u>Lingle</u>, 544 U.S. at 539 (reaffirming that under <u>Lucas</u>, "the complete elimination of a property's value is the determinative factor"); <u>Tahoe-Sierra Pres. Council, Inc. v. Tahoe Reg'l Plan. Agency</u>, 535 U.S. 302, 330 (2002) ("Under that rule, a statute that 'wholly eliminated the value' of Lucas' fee simple title clearly qualified as a taking. But our holding was limited to 'the extraordinary circumstance when *no* productive or economically beneficial use of land is permitted.'") (quoting <u>Lucas</u>, 505 U.S. at 1017) (emphasis in original).

C

Against this jurisprudential landscape, we examine the summary judgment record in the instant case. Appellants established that regulation deprived them of any use of the property beyond beekeeping or personal camping. Casting aside the inherent logistical challenges in accessing an island without a dock fringed with high quality hammock and mangroves, these activities are not economically productive. It is axiomatic that "a State may not evade the duty to compensate on the premise that the landowner is left with a token interest." See Palazzolo v. Rhode Island, 533 U.S. 606, 631 (2001).

The City advances the somewhat circular argument that a future sale of the island for beekeeping and personal camping is an economic use that precludes a Lucas taking. The United States Court of Appeals for the Federal Circuit recently considered and rejected a similar argument. In Lost Tree Village Corporation v. United States, 787 F.3d 1111 (Fed. Cir. 2015), cert. denied, 582 U.S. 952 (2017), the Court of Federal Claims held that the government's denial of a landowner's application for a permit to fill wetlands on an approximately five-acre tract constituted a categorical regulatory taking. Id. at 1114. On appeal, the government argued "that a landowner's ability to sell an affected parcel is an economic use that precludes Lucas's per se treatment." Id. at 1117. The appellate court first noted the infirmities inherent in tying economic use to a future sale, stating that "[s]peculative land uses are not considered as part of a takings inquiry." Id. (citing Olson v. United States, 292 U.S. 246, 257 (1934)). It then flatly rejected the proposition that "all sales qualify as economic uses." Id. The court explained that, instead, the relevant inquiry is whether the landowner retains an underlying economic use, and "[w]hen there are no underlying economic uses, it is unreasonable to define land *use* as including the sale of the land." Id. (emphasis in original). This is because "[t]ypical economic uses enable a landowner to derive benefits from land ownership rather than requiring a landowner to sell the affected parcel." Id. (citing Kirby Forest Indus., Inc. v. United States, 467 U.S. 1 (1984) (logging); United States v. 50 Acres of Land, 469 U.S. 24 (1984) (landfilling); and United States v. Fuller, 409 U.S. 488 (1973) (livestock grazing)).

This rationale is consistent with other cases. See Bridge Aina Le'a, LLC v. Land Use Comm'n, 950 F.3d 610, 628 (9th Cir. 2020) ("[T]he relevant inquiry for us is whether the land's residual value reflected a token interest or was attributable to noneconomic use."); see also Nekrilov v. City of Jersey City, 45 F.4th 662, 671 n.3 (3d Cir. 2022) ("The plaintiffs are correct that the ability to sell a property does not always constitute an economically beneficial use."); 83 Am. Jur. 2d Zoning and Planning § 743 ("The fact that a piece of property has a potential for sale . . . does not, in and of itself, detract from a . . . clear showing that a parcel is not susceptible to a beneficial use.") (citing Marchi v. Town of Scarborough, 511 A.2d 1071, 1073 (Me. 1986)); Res. Invs., Inc. v. United States, 85 Fed. Cl. 447, 486–88 (2009) ("Both in its holding and its reasoning, Lucas . . . focuses on whether a regulation permits *economically viable* use of the property, not whether the property retains some value on paper. . . . To be sure, the complete elimination of a property's value may be *sufficient* to establish a categorical taking under many circumstances, given the obvious correlation between uses and their market values; a parcel of real property without value would usually have no lawful economically viable use. Yet the lack of value is not *necessary* to effect a taking, as a parcel will typical[ly] retain some quantum of value even without economically viable use. Such a scintilla of value is insufficient to defeat an otherwise-viable takings claim.") (emphasis added) (citations and footnotes omitted); Del Monte Dunes at Monterey, Ltd. v. City of Monterey, 95 F.3d 1422, 1433 (9th Cir. 1996) ("[T]he mere fact that there is one willing buyer of the subject property, especially where that buyer is the government, does not, as a matter of law, defeat a taking claim."); State ex rel. AWMS Water Sols., L.L.C. v. Mertz, 165 N.E.3d 1167, 1181 (Ohio 2020) (finding that potential subletting of property to third-party "does not rise to the level of an economically beneficial use under Lucas"); Banker's Choice, LLC v. Zoning Bd. of Appeals of Cincinnati, 170 N.E.3d 923, 929–30 (Ohio Ct. App. 1st Dist. 2021) ("A regulation denies an owner all economically viable use of the owner's land if it restricts the use of the land so as to render it valueless, the permitted uses are not economically feasible, or the regulation permits only uses which are highly improbable or practically impossible under the circumstances. . . . However, an owner's ability to sell an affected property does not constitute an economically beneficial use . . . .") (quotations and citations omitted).

We must therefore consider the alternative contention that there was no Lucas taking because, by granting TDRs through ROGO and BPAS points, the City "creat[ed] and convey[ed] a separate [property] interest that has value on the market." Adam Riff, The Eminent Domain Path Out of a Pub. Pension Crisis, 37 Cardozo L. Rev. 307, 339 n.172 (2015). As Justice Scalia observed in his Suitum concurrence, any income associated with TDRs does not flow from cultivating or developing the property in the traditional framework of ownership. See 520 U.S. at 747 (Scalia, J., concurring in part and concurring in judgment). Instead, the potential revenue is generated from the preservation and non-use of the property. See id.

Consistent with this logic, while "[p]utting TDRs on the taking rather than the just compensation side of the equation" when a landowner has been deprived of all economic use of the property "is a clever, albeit transparent, device that seeks to take advantage of a peculiarity of our Takings Clause jurisprudence," doing so effectively creates a Fifth Amendment loophole. Id. at 747–48. This approach allows the government to effectively appropriate private property for a public purpose and provide some compensation, without the constitutional stricture of just compensation, rendering the holding in Lucas nugatory. As William Handle Littlewood explained in Transferable Development Rights, TRPA, and Takings, the Role of TDRs in the Constitutional Takings Analysis,

> Although many . . . would not be concerned with this outcome, they fail to recognize the underlying rationale of the Lucas decision. The underpinning of Lucas is that regulatory schemes seeking to keep land in its natural state place such a burden on the landowner that even the most compelling state interest will not suffice absent just compensation. Inverse condemnation claims based on the reasoning in Lucas will become obsolete if we allow TDRs into the "takings" side of the analysis. This will result because every regulatory scheme concerned with approaching the level of a taking will contain a provision allocating TDRs to the burdened landowners, thus circumventing Lucas.

Littlewood, supra note 7, at 225 (footnotes omitted).[10]

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[10] See also Luke A. Wake, The Enduring (Muted) Legacy of Lucas v. S.C. Coastal Council: A Quarter Century Retrospective, 28 Geo. Mason U. Civ. Rts. L.J. 1, 29 n.147 (2017) (explaining TDRs are not only "transparently designed to immunize government from takings liability," but are further suspect because "[i]n the wake of Koontz v. St. Johns River Mgmt. Dist., 133 S. Ct. 2586 (2013), it is clear that the government bears a heightened burden under the Takings Clause to justify conditions requiring payment of money as a term of obtaining a discretionary land use approval. In other words, a developer might also challenge a requirement to purchase a TDR under Nollan v. Cal. Coastal Comm'n, 483 U.S. 825, 838 (1987) and Dolan v. City of Tigard, 512 U.S. 374, 392 (1994), which adds even further reason to doubt the viability of a functioning market for TDR sales, which is of course a premise of the entire TDR regime").

D

Of course, that is not to say that TDRs never have relevance in determining whether a taking has occurred. Penn Central presents one such example. There, unlike here, the property owners retained a beneficial use of the affected parcel but were prohibited from fully developing airspace above Grand Central Terminal. See Suitum, 520 U.S. at 748 (Scalia, J., concurring in part and concurring in judgment). New York City awarded the property owners TDRs, and the Supreme Court accounted for the TDRs when evaluating the impact of the government's regulation. But as Justice Scalia explained in his Suitum concurrence, "[the Penn Central] analysis can be distinguished . . . on the ground that it was applied to landowners who owned at least eight nearby parcels, some immediately adjacent to the terminal, that could be benefited by the TDRs." Id. at 749; see also Penn Cent. Transp. Co., 438 U.S. at 137 ("Their ability to use these rights has not been abrogated; they are made transferable to at least eight parcels in the vicinity of the Terminal, one or two of which have been found suitable for the construction of new office buildings.").

We find Justice Scalia's reasoning cogent and persuasive. Allowing the government to avoid a categorical, as-applied takings claim by awarding TDRs is constitutionally infirm, and here, the downzoning barred appellants from improving or developing Shands Keys in any manner. This left appellants with only a token interest in the property. Because the City simultaneously deemed "conservation" the only future use, appellants were required to perpetually preserve Shands Key in its natural state. The "newly legislated or decreed (without compensation)" regulation that left appellants with this token interest did not "inhere in the title itself [or] in the restrictions that background principles of [Florida] law of property and nuisance already place upon land ownership." Lucas, 505 U.S. at 1029.

IV

As the Lucas court observed, regulations "requiring land to be left substantially in its natural state . . . carry with them a heightened risk that private property is being pressed into some form of public service under the guise of mitigating serious public harm." Id. at 1018. And in this case, the regulation was more onerous than that which went "too far" in Lucas.[11] Lucas was authorized to maintain a dock and wooden walkway on his beachfront lots, while appellants in this case were prohibited from even constructing a dock on Shands Key. Accordingly, as Justice Scalia explained in Lucas, the City "may resist compensation only if the logically antecedent inquiry into the

[11] Appellants compellingly argue that the regulation in this case is akin to involuntarily imposing a perpetual conservation easement for the benefit of the public.

nature of [appellants'] estate shows that the proscribed use interests were not part of [their] title to begin with." Id. at 1027. As this exception is not implicated, we conclude that appellants were entitled to partial summary judgment on their categorical, as-applied claim. To the extent that Beyer I, 37 So. 3d 932, Beyer II, 197 So. 3d 563, Shands I, 999 So. 2d 718, Shands II, 261 So. 3d 750, and Ganson, 222 So. 3d 17, may be viewed as previously holding that an award of TDRs will always be sufficient to defeat a categorical takings claim under Lucas, we hereby recede from those decisions. The final judgment is reversed and remanded with instructions for the trial court to enter partial summary judgment in favor of appellants.

Reversed and remanded.

EMAS, FERNANDEZ, SCALES, LINDSEY, GORDO, LOBREE, BOKOR, and GOODEN, JJ., concur.

SCALES, J., concurring.

I concur in the majority opinion and write only to explain why I do not see the majority opinion as upending constitutional law or resulting in the City's economic calamity.

A. The Island's Rezoning Coupled with the City's High-Quality Hammock Designation Effected a Regulatory Taking under *__Lucas__*

Dr. Shands owned a 7.9-acre offshore island in the Florida Keys zoned General Use ("GU"). Pursuant to that GU zoning, Dr. Shands was able to build seven single-family homes (one per acre).

For legitimate public policy reasons, though, the island's zoning was changed from GU to Conservation Offshore Island. As a result of the island's rezoning, coupled with the City's prohibition on development in areas (such as the island) classified as high-quality hammocks, no construction is now permitted on the island, not even a dock.

Presumably, people can swim to the island to camp and bee-keep (i.e., the only uses permitted under the Conservation Offshore Island zoning), but, from a practical perspective, the island's zoning change and high-quality hammock designation prevent appellants from any meaningful economic use of their island. In this regard, appellants are in a similar position to David Lucas, whose two waterfront lots were rendered economically unviable by South Carolina's legitimate and well-meaning Beachfront Management Act. See Lucas v. South Carolina Coastal Council, 505 U.S. 1003, 1006-07 (1992).

Like the Beachfront Management Act examined under Lucas, the City's zoning ordinance has constitutional implications. As correctly concluded by both the City's hearing officer and the majority, the re-zoning of the island coupled with its high-quality hammock designation implicate the constitution per Lucas because the City's regulatory scheme has deprived the island of all economically beneficial use. As discussed in more detail below, the City owes appellants "just compensation" because the City's offer of $147,000 worth of transferable development rights did not infuse the island with value to prevent a regulatory taking under Lucas.

B. TDRs are No Longer Relevant to Determine Whether a Regulatory Taking Has Occurred, but are Relevant to the "Just Compensation" Side of the Takings Equation

In what can only be described as a trailblazing decision, the majority holds that, as a matter of constitutional law, the availability of TDRs[12] does not infuse value into property otherwise rendered valueless by the regulation. The majority, adopting the rationale expressed by Justice Scalia's concurring opinion in Suitum v. Tahoe Regional Planning Agency, 520 U.S. 725, 745 (1997), holds that the availability of TDRs is not to be considered in the analysis of whether a regulatory taking under Lucas has occurred, but is relevant to the just compensation side of the takings equation (Op. at 16-20).

C. *How to Apply TDRs to the Just Compensation Side of the Takings Equation*

While I concur in the majority opinion's holding, it bears noting that neither the majority opinion, nor Justice Scalia's concurrence in Suitum, discusses the practical mechanics of exactly *how* TDRs are to be considered "as part of the just compensation side of the takings equation." Because I am concerned that the instant decision leaves trial courts, local governments, property owners and practitioners without a framework to apply this new TDR/just compensation rubric (at least until an authority higher than this concurring opinion provides guidance), I offer the following.

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[12] In a TDR system, the government provides a property owner the right – which the property owner may sell to a third party – to undertake development on property other than the property affected by the regulation.

As a practical matter, because the value of TDRs is set in the marketplace and is easily determined, I presume the vast majority of regulatory takings cases will be settled (without the uncertainty, delay and expense occasioned by a jury trial) with the property owner accepting the government's TDR offer as just compensation, so long as the offer is reasonable and generous. TDR offers from government should be generous because TDRs, like the regulations from which TDRs provide valuable relief, are creations of government. Not only do TDRs require no appropriation of taxpayer funds, but the development occasioned by TDRs generally results in more ad valorem tax revenue for the government.[13]

Of course, under Florida's existing takings jurisprudence, I suspect a local government cannot force an owner to accept TDRs in lieu of cash as just compensation for a regulatory taking. But, presumably, if a written offer of TDRs in lieu of cash is made by the local government to the owner, the value of offered TDRs can certainly be taken into consideration in

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[13] For illustration purposes only, the City may, on remand, hypothetically choose to offer appellants, in lieu of cash, sufficient TDRs for a developer to build a profitable, affordability-restricted apartment complex. Given the relative scarcity of, and expense associated with otherwise obtaining, such TDRs, a hypothetical developer might be inclined to purchase those offered TDRs from appellants for a price less than what the developer would otherwise pay, but which compensates appellants for the damages sustained as a result of the City's regulatory taking of appellants' island.

determining whether an award of attorney's fees is appropriate, and, if so, the amount of such award.[14] And certainly, after a jury determines the damages that a regulatory taking has caused a property owner, the parties may negotiate a settlement where the owner accepts TDRs as an alternative to either party's appeal.

Thus, to the extent necessary to facilitate the use of TDRs as just compensation, local governments may consider amending their land development regulations to formalize the employment of TDRs as compensation for a regulatory taking. Accordingly, local governments and practitioners may wish to keep close tabs on marketplace transactions

[14] Section 73.092 of the Florida Statutes provides that, in eminent domain proceedings, when a written offer is made by the government to an owner, attorney's fees are awardable to the owner based solely on the "benefits achieved for the client." § 73.092(1), Fla. Stat. (2024). Section 73.092 is applicable also in inverse condemnation proceedings. City of N. Miami Beach v. Reed, 863 So. 2d 351, 352-53 (Fla. 3d DCA 2003).

While Section 73.092(1)(a) generally defines "benefits" as the difference between the final judgment and the government's written offer, section 73.092(1)(b) expressly authorizes the trial court, in determining whether an attorney has provided a "benefit" to the client, to consider nonmonetary benefits obtained, so long as such nonmonetary benefits can be easily quantified. Presumably, to give effect to the majority's constitutional dictate that TDRs are to be considered on the just compensation side of the takings equation, a trial court judge, in determining whether an attorney has provided a benefit to the client for section 73.092's purposes, must also now consider the value of TDRs (i.e., a nonmonetary benefit) contained in a written settlement offer made pursuant to section 73.092.

relating to TDRs so that the accurate valuation of such TDRs can be readily accessed. It seems to me that the proper and considered use of TDRs on the compensation side of the takings equation as required by the majority opinion should not have a calamitous effect on local governments' pocketbooks.

GORDO, J., concurring.

I concur in the majority opinion. I write separately to address my belief that the dissent's separation of powers argument is decidedly misplaced. This is not a case in which this Court is invading the province of the legislative branch or expanding its own power improperly. In my view, this is a case in which the Court is exercising its most important role envisioned by our founding fathers—safeguarding individual constitutional rights against government overreach.

I.

"The cornerstone of American democracy known as separation of powers recognizes three separate branches of government—the executive, the legislative, and the judicial—each with its own powers and responsibilities." Bush v. Schiavo, 885 So. 2d 321, 329 (Fla. 2004). "Our Constitution's separation of powers . . . is the absolutely central guarantee of a just Government and the liberty that it secures for us all." Trump v. United States, 603 U.S. 593, 650 (2024) (Thomas, J., concurring) (internal quotation marks and citation omitted). "Without a secure structure of separated powers, our Bill of Rights would be worthless, as are the bills of rights of many nations of the world that have adopted, or even improved upon, the mere words of ours." Morrison v. Olson, 487 U.S. 654, 697 (1988) (Scalia, J., dissenting).

In Florida, the constitutional doctrine has been expressly codified in article II, section 3 of the Florida Constitution, which divides the state's government into three branches and expressly prohibits one branch from exercising the powers of the other two branches:

> The powers of the state government shall be divided into legislative, executive and judicial branches. No person belonging to one branch shall exercise any powers appertaining to either of the other branches unless expressly provided herein.

Art. II, § 3, Fla. Const.

The Florida Supreme Court has explained that the separation of powers doctrine "encompasses two fundamental prohibitions." Chiles v. Child. A, B, C, D, E, & F, 589 So. 2d 260, 264 (Fla. 1991). "The first is that no branch may encroach upon the powers of another." Id. "The second is that no branch may delegate to another branch its constitutionally assigned power." Id. It rests soundly on principles that each branch of the government, both federal and state, will stay in its own lane and affirmatively act only when the ball is in its court. The majority, in my view, properly strikes the proverbial "government overreach ball" squarely before it for violating appellants' constitutional right not to have their property taken without full compensation.

II.

While the dissent pointedly accuses the majority of invading the province of the other branches, it is the fundamental role of the judiciary to say what the law is. See Marbury v. Madison, 5 U.S. 137, 177 (1803) ("It is emphatically the province and duty of the judicial department to say what the law is."). "As the United States Supreme Court has explained, the power of the judiciary is 'not merely to rule on cases, but to *decide* them, subject to review only by superior courts[.]'" Bush, 885 So. 2d at 330 (quoting Plaut v. Spendthrift Farm, Inc., 514 U.S. 211, 218-19 (1995)).

"Under the express separation of powers provision in our state constitution, the judiciary is a coequal branch of the Florida government vested with the sole authority to exercise the judicial power[.]" Id. (internal quotation marks and citation omitted). "The judicial power, as originally understood, requires a court to exercise its independent judgment in interpreting and expounding upon the laws." Loper Bright Enters. v. Raimondo, 603 U.S. 369, 414 (2024) (Thomas, J., concurring) (citation omitted). "Under the basic concept of separation of powers that flows from the scheme of a tripartite government adopted in the Constitution, the judicial

Power . . . cannot be shared with the other branches." SEC v. Jarkesy, 603 U.S. 109, 127 (2024) (internal quotation marks and citation omitted). "Or, as Alexander Hamilton wrote in The Federalist Papers, 'there is no liberty if the power of judging be not separated from the legislative and executive powers.'" Id. (quoting The Federalist No. 78 (Alexander Hamilton)).

III.

The Takings Clause of the Fifth Amendment provides: "[N]or shall private property be taken for public use, without just compensation." Amend. V, U.S. Const. It is noteworthy that the Florida Constitution has its own takings provision, which provides that "[n]o private property shall be taken except for a public purpose and with full compensation therefor paid . . . ." Art. X, § 6(a), Fla. Const.

While the Florida Supreme Court has interpreted the takings clauses of the United States and Florida Constitutions "coextensively,"[15] the Florida Constitution expands the Fifth Amendment's constitutional guarantee by affording property owners more expansive compensation protections by not simply offering a subjective version of "just compensation" but by requiring "full compensation." See Joseph B. Doerr Tr. v. Cent. Fla. Expressway

[15] See St. Johns River Water Mgmt. Dist. v. Koontz, 77 So. 3d 1220, 1226 (Fla. 2011), rev'd on other grounds, 570 U.S. 595 (2013).

Auth., 177 So. 3d 1209, 1215 n.5 (Fla. 2015) (recognizing that the Florida Constitution provides for more extensive compensation than the Fifth Amendment's Takings Clause because "full compensation" provided by the Florida Constitution includes reasonable attorney's fees for the property owner).

As originally understood—and as its name indicates—the Takings Clause of the Fifth Amendment applied only to direct, physical takings. See William Michael Treanor, The Original Understanding of the Takings Clause and the Political Process, 95 Colum. L. Rev. 782, 798 (1995) ("The predecessor clauses to the Fifth Amendment's Takings Clause, the original understanding of the Takings Clause itself, and the weight of early judicial interpretations of the federal and state takings clauses all indicate that compensation was mandated only when the government physically took property."); Jay T. Jarosz, Enough Is Enough, Unless of Course, It's Not: A Missed Opportunity to Reexamine the Ambiguity of *Penn Central*, 54 Suffolk U. L. Rev. 109, 109 (2021) ("The Founders envisioned the Takings Clause as a way to compensate property owners whose tangible property was physically seized by the government."); Aziz Z. Huq, Property Against Legality: Takings After *Cedar Point*, 109 Va. L. Rev. 233, 235 (2023) ("In a leading constitutional treatise of the early Republic, St. George Tucker

. . . identified the Takings Clause of the Fifth Amendment as a means to restrain the arbitrary and oppressive mode of obtaining supplies for the army, and other public uses.") (internal quotation marks and citation omitted); Horne v. USDA, 576 U.S. 350, 360 (2015) ("Prior to this Court's decision in Pennsylvania Coal Co. v. Mahon, 260 U.S. 393 (1922), the Takings Clause was understood to provide protection only against a direct appropriation of property—personal or real. Pennsylvania Coal expanded the protection of the Takings Clause, holding that compensation was also required for a 'regulatory taking'—a restriction on the use of property that went 'too far.'" (quoting Id. at 415)).

This narrowly drafted provision is representative of the basic political values of the founding fathers. The founders, believing in a representative democracy, never intended the Takings Clause to reach government regulation because "they believed it was the appropriate responsibility of democratic decision-makers to balance individual property interests against other community interests." William Michael Treanor, The Original Understanding of the Takings Clause, Georgetown Environmental Law & Policy Institute Papers & Reports, at 5 (1998).

Over the course of the nation's history, however, we have seen significant growth of government regulation. As we evolved into new and unchartered regulatory schemes, courts were faced with applying the Takings Clause to modern conditions of comprehensive regulation not originally envisioned by the founders. A consequence of this is that modern takings jurisprudence has essentially ignored the original understanding of the Takings Clause. See Lucas v. S.C. Coastal Council, 505 U.S. 1003, 1028 n.15 (1992) (J. Scalia writing: "Justice Blackmun is correct that early constitutional theorists did not believe the Takings Clause embraced regulations of property at all, but even he does not suggest (explicitly, at least) that we renounce the Court's contrary conclusion in [Pennsylvania Coal Co. v.] Mahon. Since the text of the Clause can be read to encompass regulatory as well as physical deprivations (in contrast to the text originally proposed by Madison), we decline to do so as well.") (cleaned up); Andrew S. Gold, The Diminishing Equivalence Between Regulatory Takings and Physical Takings, 107 Dick. L. Rev. 571, 581 (2003) ("As the Lucas Court emphasized, compensation for regulatory takings can be justified by the functional similarity between the effect of a regulation and a direct, physical taking of property.").

IV.

The majority here is not "expand[ing] the Court's authority relative to that of the other branches of government" so as to violate the separation of powers doctrine as the dissent suggests. Rather, we are simply enforcing the takings provisions of the United States and Florida Constitutions guaranteeing the natural right of property ownership and proscribing the taking of property without full and just compensation. See Wellness Int'l Network, Ltd. v. Sharif, 575 U.S. 665, 714 (2015) (Thomas, J., dissenting) ("[T]he judiciary is that department of the government to whom the protection of the rights of the individual is by the constitution especially confided.") (internal quotation marks and citation omitted); Dade Cnty. Classroom Tchrs. Ass'n, Inc. v. Legislature, 269 So. 2d 684, 687 (Fla. 1972) ("The doctrine of judicial authority and responsibility was early established in the historic case of Marbury v. Madison, 5 U.S. 137 (1803); and in the many years since then—particularly in the last quarter of a century—the courts have not hesitated to accomplish by judicial fiat what other divisions of government have failed or refused to do in protecting, implementing, or enforcing constitutional rights.").

The regulatory scheme as applied, which deprives Shands Key of all economically beneficial use, can only stand if we abrogate our duty to independently preserve and safeguard appellants' fundamental constitutional right. As I see it, failing to vindicate a right expressly stated in the Constitution is not judicial restraint but judicial abnegation. **That we must not do.**

FERNANDEZ, SCALES, BOKOR, and GOODEN, JJ., concur.

LOGUE, C.J., dissenting.

In this inverse condemnation case brought under the Fifth and Fourteenth Amendments, the hurricane regulation at issue requires offshore islands in the Florida Keys to have ten acres to build a residence. The owners of an offshore island of seven acres claimed this regulation constituted a taking. They argued the regulation essentially limited the owners to the island's value marketed for its transferable development rights and for recreational purposes in its natural state.

It is undisputed that the unique economy of the Florida Keys provides an active, competitive market among private buyers for (1) transferable development rights, and (2) islands in their natural state available for recreational uses. The first use provides the island a value of six times its purchase price; the second use provides the island a value of three times its purchase price. These facts were properly established in the summary judgment and trial record. The case went to a bench trial and the trial court concluded no taking occurred, finding these values provided the owners a reasonable return on their investment based on investment-backed expectations.

In an extraordinary feat of legal acrobatics, however, the majority opinion somersaults over these facts, as well as decades of well-established U.S. Supreme Court and Florida precedents, to reverse the trial court and find a taking. In doing so, it inserts the courts into land use policy issues that the U.S. Constitution assigns to the political branches of government. I respectfully dissent.

OVERVIEW OF THIS DISSENT

Contrary to the majority opinion, the only reliable touchstone to determine if a regulatory taking occurred warranting compensation is not a judge's subjective opinion regarding a property's "productive use" but the objective value the property commands in a free and competitive market. If the property subject to the regulation provides a reasonable return on investment, as the trial court found here, there can be no taking under the Fifth Amendment.

Regulatory takings analysis must examine "the impact of the restriction on the value of the parcel as a whole." Penn Cent. Transp. Co. v. City of New York, 438 U.S. 104, 130 n.27 (1978). The majority opinion ducks consideration of "the value of the property as a whole" in two ways. First, it excludes the value of the property's transferable development rights marketed to third parties. But Penn Central expressly included transferable development rights. And Penn Central has been consistently interpreted to mean the value of those rights marketed to third parties. The majority opinion breaks from this uniform body of precedent.

Second, unable to reverse solely on that ground, the majority opinion excludes the value of the island marketed for recreational use in its natural state. It does so even though the undisputed record shows that islands held in their natural state for recreational uses command significant value in an active, competitive market among private buyers in the Florida Keys. The majority opinion is again the only court in the nation so holding. The cases it cites are inapposite because they involve instances where there was no competitive market among private buyers for the subject properties held in their natural state.

The majority's reliance on Lucas v. South Carolina Coastal Council, 505 U.S. 1003 (1992), to exclude categories of value is grossly misplaced. Lucas allows a judge to bypass the fact-intensive review required by Penn Central and to declare a "categorical" taking in the "rare" circumstance where "the regulation wholly eliminated the value of the claimant's land" and "rendered [the owner's] parcels 'valueless.'" Id. at 1007, 1018, 1026. But no one in this case suggests the island at issue was rendered valueless.

The majority instead claims that Lucas switched the focus from objective "market value" to subjective "productive use." This claim has been rejected by the Supreme Court twice. Tahoe-Sierra Pres. Council, Inc. v. Tahoe Reg'l Plan. Agency, 535 U.S. 302, 332 (2002) ("[T]he categorical rule in Lucas was carved out for the 'extraordinary case' in which a regulation permanently deprives property of **all value**[.]") (emphasis added); Lingle v. Chevron U.S.A. Inc., 544 U.S. 528, 539 (2005) ("In the Lucas context, of course, the complete elimination of a **property's value** is the determinative factor.") (emphasis added).

Finally, the upshot of the majority opinion is to streamline and expedite the process to declare legislative acts an unconstitutional taking. This is contrary to my understanding of separation of powers. We should recognize that "legislatures are ultimate guardians of the liberties and welfare of the people in quite as great a degree as the courts." Mo., Kan., & Tex. Ry. Co. of Tex. v. May, 194 U.S. 267, 270 (1904) (Holmes, J.). I believe the courts should always incline to the most restrained, careful, and painstaking approach before declaring a law unconstitutional. The trial court should be affirmed and applauded, not reversed, for doing that here.

BACKGROUND

I. The Regulations.

The regulations at issue are part of a network of laws that the political branches determined are necessary to protect lives and property values in the Keys from hurricanes. The Keys are a half-mile wide scattering of reefs and small islands that lie barely above sea level. They project over a hundred miles into one of the busiest hurricane corridors on Earth. They are connected to the mainland by a single narrow road. The property values of the residents depend on water quality; their lives depend on timely hurricane evacuation.

The Florida Legislature designated the Florida Keys as an area of "critical state concern" in the Florida Keys Area Protection Act. § 380.0552(3), Fla. Stat. It did so not only to protect the Keys' economy and ecosystem, but most importantly to "[e]nsure that the population of the Florida Keys can be safely evacuated" during "hurricanes." § 380.0552(2)(j), Fla. Stat. As explained in an annual report mandated by the Legislature:

> The Florida Keys are a chain of lushly vegetated tropical islands surrounded by clear shallow ocean waters teeming with sea life. The islands are connected by a narrow ribbon of U.S. Highway 1 stretching 112 miles and spanned by 19 miles of bridges. The highest point of elevation along these rocky islands is only 18 feet above sea level and there is no point that is more than four miles from

> water. The Florida Keys are isolated from the rest of the state and receive electricity and potable water from Florida City, located on the Florida mainland.
>
> Access to and from the Keys is primarily by U.S. Highway 1. Evacuation of the Keys' population in advance of a hurricane strike is essential for public safety. No hurricane shelters are available in the Florida Keys for Category 3-5 hurricane storm events. A system of managed growth was developed to ensure the ability to evacuate within the 24-hour evacuation clearance time as required by section 380.0552(9)(a)2., Florida Statutes.

Div. of Cmty. Dev., Fla. Dep't of Econ. Opportunity, Fla. Keys Area of Critical State Concern, ANN. REP. 3–4 (2020). To ensure safe hurricane evacuation, the State placed a cap on permits for new residential structures built in the Keys. Id. at 4.

In response to the cap on residential structures, the City of Marathon adopted several related ordinances. One ordinance required ten acres of upland to build a residence on an offshore island zoned for conservation. See MARATHON, FLA., ORDINANCES app. A, § 103.15. Other ordinances gave undeveloped parcels transferable development rights, including Building Permit Allocation System points, which can be used by the owner or marketed to third parties. See, e.g., MARATHON, FLA., ORDINANCES app. A, ch. 107, art. 1–3.

II. The Case Before Us.

The central question the property owners raised in their lawsuit is whether the requirement of ten acres to construct a residence rises to the level of a regulatory taking of their property by denying them all economic use of their property.

In the property owners' pretrial summary judgment motion relied upon by the majority opinion, the property owners maintained that the City's regulation constituted a categorical taking under Lucas. In opposition, the City filed the deposition of one of the property owners which indicated that the property owners' father purchased the island in 1957 for $20,500. The deposition also reflected that no improvements were made to the property; the island has no bridge and no access to water, electricity, trash removal, or sewerage disposal. The City filed the affidavit of its appraiser. As he would later do at trial, the appraiser testified to the following points. An active, private market existed in the Keys for transferable development rights. Based on comparable sales, if sold for those rights, the island had a fair market value of $147,000. Also, an active, private market existed in the Keys for islands with their uses limited to recreation. Based on the comparable sales of islands in the Keys sold for recreational uses, the island had a fair market value of $60,000.

The property owners' argument in their summary judgment motion required the trial court to decide if the appraiser's testimony of value created an issue of fact as to whether "the regulation wholly eliminated the value of the claimant's land." Lucas, 505 U.S. at 1026. The property owners did not contest the adequacy of the appraiser's affidavit or otherwise contest the facts that the City submitted into the summary judgment record. Instead, they argued that the value of property should not include its value marketed for transferable development rights or recreational uses.

Applying Florida's old, subjective summary judgment standard, which disfavored summary judgments in a lopsided manner,[16] and relying on this Court's binding precedents that recognized the value of transferable development rights and recreational uses, two of which were law of this case,[17] the trial court denied the property owners' motion and found that

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[16] Florida's old summary judgment standard required that summary judgment be denied "[i]f the record reflects the existence of any genuine issue of material fact or the possibility of any issue, or if the record raises even the slightest doubt that an issue might exist . . . ." Raven v. Roosevelt REO US LLC, 278 So. 3d 245, 247 (Fla. 3d DCA 2019) (quoting Johnson v. Deutsche Bank Nat'l Tr. Co. Ams., 248 So. 3d 1205, 1208 (Fla. 2d DCA 2018)) (emphases added). In a development welcomed by the general legal community, the Florida Supreme Court has since adopted a more modern, rational, and objective summary judgment standard. In re Amends. to Fla. Rule of Civ. Proc. 1.510, 317 So. 3d 72 (Fla. 2021).

[17] Shands v. City of Marathon, 261 So. 3d 750, 753 (Fla. 3d DCA 2019) (reversing grant of summary judgment for City under Beyer v. City of

"there exist genuine issues of material fact which preclude the entry of partial summary judgment." Significantly, nothing in the summary judgment record addressed the issue of whether a return of six or three times an investment over that extended period was adequate given the time value of money. That issue obviously presents a serious question. But in the absence of any undisputed testimony, that question would appear to be a question of fact concerning investment-backed expectations in a particular market, which supports the trial court's decision to send this matter to trial. See generally Penn Cent., 438 U.S. 104.

Thus, under the antiquated summary judgment standard of the time, the appraiser's testimony raised the "possibility" or "the slightest doubt" as to whether "the regulation wholly eliminated the value of the claimant's land."

Marathon, 197 So. 3d 563 (Fla. 3d DCA 2013), expressly because the record did not contain a valuation for the transferable development rights relied upon by the trial court); Beyer, 197 So. 3d at 567 ("The award of ROGO [or Rate of Growth Ordinance] points, coupled with the current recreational uses allowed on the property, reasonably meets the Beyers' economic expectations . . . ."), reh'g en banc denied sub nom, Ganson v. City of Marathon, 222 So. 3d 17, 18 (Fla. 3d DCA 2016), rev. denied, No. SC16-1888, 2017 WL 1365218, at *1 (Fla. Apr. 13, 2017), cert. denied, 583 U.S. 1102 (2018); Beyer v. City of Marathon, 37 So. 3d 932, 934 (Fla. 3d DCA 2010) (basing its ruling on the fact that the subject property had "additional beneficial economic value because it has transferable development rights"); Shands v. City of Marathon, 999 So. 2d 718 (Fla. 3d DCA 2008) (expressly considering transferable development rights when denying a takings challenge under Lucas).

Lucas, 505 U.S. at 1026. Given the record, the lopsided standard, and the controlling law, it seems inescapable the trial court properly denied summary judgment and sent the case to trial.

After a non-jury trial, the trial court entered judgment, finding that the regulation did not constitute a taking. In finding no taking had occurred, the trial court accepted the trial testimony of the City's appraiser. The appraiser testified that the island had a fair market value of six times its purchase price when sold for its transferable development rights, and three times its purchase price when sold for recreational use in the Keys' unique recreational market. For each value, the appraiser relied on six comparable sales in the Keys, for a total of twelve comparable sales. Again, the owners presented no evidence addressing the issue of whether a return of six or three times an investment over that extended period was adequate given the time value of money.

A panel of our Court issued an opinion reversing the trial court. Our Court then unanimously agreed to consider this case en banc. Like the panel opinion, the en banc majority opinion reverses the trial court. In reversing the trial court, however, the majority opinion does not challenge or even address the evidence at trial or the trial court's fact-findings. Instead, the majority maintains the trial court erred in denying the property owners' motion for summary judgment. The trial court erred, the majority opinion contends, because when deciding whether "the regulation wholly eliminated the value of the claimant's land," Lucas, 505 U.S. at 1026, the trial court was prohibited by the Fifth Amendment from considering the value of the property's transferable development rights and the value of the property marketed for recreational use in the state of nature. To reach this result, the majority opinion reverses prior decisions of this Court decided over decades holding the opposite, including two prior decisions involving this case.[18]

DISCUSSION

I. The "value of the parcel as a whole" includes the value of transferable development rights marketed to third parties.

As held in innumerable takings cases, "our test for regulatory taking requires us to compare the value that has been taken from the property with the value that remains in the property[.]" Keystone Bituminous Coal Ass'n v. DeBenedictis, 480 U.S. 470, 497 (1987). This formulation has been refined over time. But the focus on value never changed. Contrary to the majority opinion, the only reliable touchstone to determine if a regulatory takings occurred warranting compensation is not a judge's subjective opinion regarding a property's "productive use" but the objective value the property

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[18] See footnote 2, supra.

commands in a free and competitive market. If the property subject to the regulation provides a reasonable return on investment, as the trial court found here, there can be no taking under the Fifth Amendment.

The takings analysis focuses on "the value of the parcel as a whole." Penn Cent., 438 U.S. at 130 n.27; see also id. at 130–31 (providing that the focus is on the value of "the parcel as a whole"). "'Taking' jurisprudence does not divide a single parcel into discrete segments and attempt to determine whether rights in a particular segment have been entirely abrogated." Id. at 130; see also Lucas, 505 U.S. at 1026 (requiring court to determine whether "the regulation wholly eliminated the value of the claimant's land").

The majority opinion evades consideration of "the value of the parcel as a whole." It contends no consideration can be given to the value of the property's transferable development rights. This assertion conflicts with Penn Central. In deciding that no taking occurred in Penn Central, the Supreme Court expressly held that "the transferable development rights afforded appellants by virtue of [their property's] designation as a landmark are valuable[.]" Penn Cent., 438 U.S. at 129 (emphases added). It therefore concluded that the value of the "parcel as a whole" included the value of the property's "transferable development rights" which must be considered when deciding whether a regulation caused a taking. Id. at 137.

The majority opinion, however, attempts to limit the holding of Penn Central by interpreting it to prohibit consideration of the value of transferable development rights transferred to third parties. The majority opinion's exclusion of the value provided by sale to third parties is contrary to the near universal judicial understanding of Penn Central that the required consideration of the value of the property as a whole includes the value of transferable development rights marketed to third parties. This understanding is reflected in every judicial decision on this issue.[19]

[19] See, e.g., Pulte Home Corp. v. Montgomery Cnty., Md., 909 F.3d 685, 696 (4th Cir. 2018) (finding the first Penn Central factor is not sufficiently met to constitute a regulatory taking as, among other things, the purchaser "remains free to sell its unused TDRs [Transferable Development Rights] to another developer for use in another location, allowing it to recoup at least some portion of its twelve million dollar TDR investment"); Sierra Nev. SW Enters., Ltd. v. Douglas Cnty., 506 F. App'x 663, 666–67 (9th Cir. 2013) (addressing the Penn Central factors and noting that "[e]ven if Defendants' conduct diminished the value of Plaintiffs' TDRs to some extent, the latter two factors preclude a Penn Central claim"); Rector, Wardens, & Members of Vestry of St. Bartholomew's Church v. City of New York, 914 F.2d 348, 359 (2d Cir. 1990) (addressing appellant's offered arguments to distinguish the facts of Penn Central as unavailing and finding "evidence . . . indicat[ing] that the transferrable development rights for the airspace above the Church property are, contrary to [appellant's] claim, not worthless"). See also Glisson v. Alachua Cnty., 558 So. 2d 1030, 1037 (Fla. 1st DCA 1990) (finding regulations at issue did not constitute a taking of property in part because they "provide a mechanism whereby individual landowners may obtain . . . a transfer of development rights").

This understanding is also reflected in the many state and local laws adopting transferable development rights saleable to third parties. Florida counties that have adopted ordinances reflecting this universal understanding include, but are not limited to, Alachua, Hillsborough, Miami-Dade, Monroe, Orange, and Polk.[20] Florida municipalities that have done so include Coral Gables, Fort Lauderdale, Fort Myers, Key West, Marco Island, Melbourne, Miami, Saint Petersburg, Sarasota, Tampa, and West Palm Beach.[21] Reflected in these laws are the considered reliance of our citizens

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[20] ALACHUA COUNTY, FLA., ORDINANCES part III, title 40, ch. 402, art. XXIX (2024) (recognizing the sale and transfer of development rights from properties "regulated [for] conservation" or that are "viable agriculture areas" where the county restricted development of these properties); HILLSBOROUGH COUNTY, FLA., LAND DEV. CODE art. V, part 5.07.00 (2024) (recognizing the sale and transfer of development rights from properties that are "environmentally sensitive," "agricultural," or "historic" where the county restricted development of these properties); MIAMI-DADE COUNTY, FLA., ORDINANCES ch. 33B, art. II, div. 3 (2024) (recognizing the sale and transfer of development rights from unimproved land in the East Everglades Area of Critical Environmental Concern where the county restricted development of these properties to preserve their natural state); ORANGE COUNTY, FLA., ORDINANCES ch. 30, art. XIV, div. 3 (2024) (recognizing the sale and transfer of development rights to create greenbelts in neighborhood districts); POLK COUNTY, FLA., LAND DEV. CODE ch. 9, § 914 ("establish[ing] procedures for the transfer of allocated development rights" in the county, and in particular recognizing that "[a]ny development right which is appurtenant to a parcel of land in the [c]ounty . . . which has not been developed may be transferred to any person at any time, to the same extent and in the same manner as any other interest in real property").

[21] CORAL GABLES, FLA., ZONING CODE art. 14, § 14-204 (creating a transfer development rights program recognizing the transfer of a property's

development right where the city restricted the development of the transferring property after designating it historic); FORT LAUDERDALE, FLA., UNIFIED LAND DEV. CODE art. XII (2023) (creating a transfer development rights program that recognizes the sale of a property's development right where the city restricted the development of the selling property after designating it as historic or of archeological significance); FORT MYERS BEACH, FLA., ORDINANCES ch. 34, art. III, div. 3, § 34-632(6) (2023) (recognizing the transfer of development rights from one property to a separate property where the first property's development rights were density restricted); KEY WEST, FLA., ORDINANCES subpart B, ch. 108, art. XI (2023) (creating a transfer development rights program that recognizes the sale of a property's development right where the city restricted the development of the selling property after designating it as a conservation land); MARCO ISLAND, FLA., ORDINANCES ch. 30, art. XV, §§ 30-969, 30-972 (2023) (recognizing the transfer of development rights from one property to another where the city designated the transferring property as a "special treatment" property, thereby restricting the use of these properties due to their "environmental sensitivity and historical and archaeological significance where the essential ecological or cultural value of the land is not adequately protected under the basic zoning district regulations"); MELBOURNE, FLA., ORDINANCES part III, app. B, art. IV, § 4(c) (2023) (recognizing the transfer of development rights from properties where the city restricted development to preserve the Indian River Lagoon to unrestricted properties); MIAMI, FLA., ORDINANCES ch. 23, art. I, § 23-6 (2023) (creating a transfer development rights program that recognizes the sale of a property's development right where the city restricted the development of the selling property after designating it as historic); SAINT PETERSBURG, FLA., ORDINANCES ch. 16, §§ 16.20.160.3, 16.70.040.1.16 (2023) (prohibiting "uses other than preservation" for properties within a "preservation district" and in return, "allow[ing] property owners of designated preservation districts to benefit from the development potential by allowing the sale of the development right"); SARASOTA, FLA., ZONING CODE art. VI, div. 9, § VI-912(c)(5) (2023) (recognizing the sale and transfer of development rights from properties designated historic, where the city limited the development of these properties); TAMPA, FLA., ORDINANCES ch. 27, art. II, div. 6, § 27-141 (2023) (recognizing the sale and transfer of development rights for properties designated historic, where the city restricted the use of these properties); WEST PALM BEACH, FLA., ORDINANCES ch. 94, art. IV, § 94-132 (2023) (creating a transfer development rights program that recognizes the sale of on the traditional and, until now, universal understanding of Penn Central. The majority opinion's holding would upend this considered reliance in a manner that is breathtaking.

Because our test for regulatory taking focuses on "the value of the parcel as a whole," Penn Cent., 438 U.S. at 130 n.27, 130-31, no persuasive reason exists for excluding entire categories of value in the manner done by the majority opinion.

The contention that categories of market value should be excluded from the takings analysis is just a variation of the old claim that the property should be severed into discrete strands to decide if a discrete strand of the property has lost value rather than the property as a whole. This severance argument has been routinely rejected as distorting the takings analysis. See, e.g., Andrus v. Allard, 444 U.S. 51, 65–66 (1979) ("[W]here an owner possesses a full 'bundle' of property rights, the destruction of one 'strand' of the bundle is not a taking, because the aggregate must be viewed in its entirety."). See also Keystone Bituminous Coal, 480 U.S. at 498 ("Many zoning ordinances place limits on the property owner's right to make profitable use of some segments of his property. A requirement that a

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a property's development right where the city restricted the development of the selling property).

building occupy no more than a specified percentage of the lot on which it is located could be characterized as a taking of the vacant area as readily as the requirement that coal pillars be left in place.”).

The only authority the majority offers for its creative revision of Penn Central is a twenty-seven-year-old suggestion by Justice Scalia in his concurrence in Suitum v. Tahoe Regional Planning Agency, 520 U.S. 725 (1997). In his concurrence, Justice Scalia suggested that the value of transferable development rights sold to third parties should not be considered part of the value of a property for purposes of the takings analysis. Id. at 749. He reasoned real estate development rights that are transferable are more like “chits” or “cash payments” than strands of the bundle of sticks that make up real property.

In the first place, this reasoning does not apply in Florida. Under Florida property law, transferable development rights are an interest in real estate and often a very valuable interest. For example, the Florida courts have recognized that the movement of transfer development rights from a sending to a receiving property can wrongfully impair the value of real estate collateral secured by a mortgage on the sending property. Gordon v. Flamingo Holding P’ship, 624 So. 2d 294, 297 (Fla. 3d DCA 1993) (holding that “[a]s a result of the transfer of development rights the collateral for the Mortgage has been wasted, impaired, and diminished”). Florida law in this regard is in accord with the general understanding that transferable development rights are an interest in real estate while attached to real estate. See, e.g., I.R.S. Priv. Ltr. Rul. 202335002, 2023 WL 5653502 (Sept. 1, 2023) (recognizing transferable development rights sold to third parties as real estate for purposes of like-kind exchanges under federal tax law); Appraisal Institute, Appraisal of Real Estate 76 (14th ed. 2013).

This status under Florida law is determinative because, of course, state, not federal, law defines property.[22] A court respectful of the few and diminishing vestiges of the federalism established by our original Constitution will be careful not to further degrade the authority of the states by creating what amounts to a federal common law of property that undermines “the legitimate and traditional interest which the State has in creating and defining the property interest of its citizens.” Aquilino v. United States, 363 U.S. 509, 514 (1960).

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[22] “Property interests, of course, are not created by the Constitution. Rather they are created and their dimensions are defined by existing rules or understandings that stem from an independent source such as state law[.]” Bd. of Regents of State Colls. v. Roth, 408 U.S. 564, 577 (1972); see also Morgan v. Comm’r of Internal Revenue, 309 U.S. 78, 80 (1940) (“State law creates legal interests and rights.”).

Moreover, the majority in Suitum firmly declined Justice Scalia's suggestion. It did not limit consideration of transferable development rights to those transferred to other property of the owner of the rights as suggested by Justice Scalia. Instead, the majority in Suitum based its decision (that the takings case was ripe for adjudication) on the very fact that the "salability" of the transferable development rights was established and "there are many potential, lawful buyers for Suitum's [transferable development rights], whose receipt of those rights would unquestionably be approved." 520 U.S. at 741 (emphases added). The majority expressly framed the issue as involving rights marketed to third parties: "[W]hether the claim is ripe for adjudication, even though Suitum has not attempted to sell the development rights she has or is eligible to receive." Id. at 728–29 (emphasis added).[23]

In the twenty-seven years since Suitum was issued, no court has adopted Justice Scalia's suggestion. Instead, courts considering the issue have uniformly held that the concurring opinion in Suitum "underscores the [Supreme] Court's reaffirmance of the Penn Central holding that the value of [transferable development rights] is to be considered to answer the threshold question of whether a taking has occurred." Good v. United States, 39 Fed.

[23] This ripeness holding became moot when the Supreme Court subsequently lowered the ripeness standard in Knick v. Township of Scott, Pennsylvania, 588 U.S. 180, 184–85 (2019).

Cl. 81, 108 (1997), aff'd, 189 F.3d 1355 (Fed. Cir. 1999) (using the value at sale of transferable development rights to determine no taking had occurred).

In these circumstances, the majority opinion erred in following the reasoning of a concurring opinion, rather than that of the Suitum majority opinion. See, e.g., Wirt v. Cent. Life Assurance, Co., 613 So. 2d 478, 479 (Fla. 2d DCA 1992) (noting that while a concurring opinion may be persuasive, "it does not provide authority").

II. The "value of the parcel as a whole" includes the value of the property marketed for recreational use in its natural state where an active, competitive market among private buyers exists for such use.

The majority opinion also evades consideration of "the value of the parcel as a whole" by excluding the value of the property marketed for recreational purposes in its natural state. In doing so, the majority opinion errs. Whether the sale of a property for recreational use produces meaningful value is not a question of constitutional law, it is a question of fact dependent on supply and demand in the particular market at issue.

Anyone who hunts or fishes knows that the market for land held in its natural state is growing as such land becomes scarcer. To deny this fact is to deny the basic tenet of supply and demand that underlies our free market economy. Indeed, studies have shown that land in its natural state can have substantial monetary value for hunting, fishing, camping, and other nature-oriented uses.[24]

In the Keys' real estate market, with its unique demand for recreational uses, a sale of an offshore island in its natural state for recreational use yields substantial value, according to the undisputed record before us. This should surprise no one familiar with the Florida Keys. The Keys draw visitors from across the globe for fishing, snorkeling, scuba diving, spearfishing, lobstering, kayaking, sailing, motorboating, windsurfing, and wildlife-observing. See, e.g., Fodor's Travel Guides, Fodor's InFocus Florida Keys (8th ed. 2023).

In any event, as an appellate court, we are not free to depart from the facts in the record. See generally Cruz v. State, 320 So. 3d 695, 712 (Fla. 2021) ("[A]s long as the trial court's findings are supported by competent substantial evidence, this Court will not substitute its judgment for that of the trial court on questions of fact, likewise of the credibility of the witnesses as

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[24] See, e.g., L. Macaulay, The Role of Wild-Life Associated Recreation in Private Land Use and Conservation: Providing the Missing Baseline, 58 LAND USE POLICY 218–33 (2016) ("Approximately 32.7% of the private land in the U.S. (440.1 million acres) is either leased or owned for wildlife-associated recreation. Hunting land is the primary contributor to the land area, accounting for 80.9% (355.9 million acres) of the total, followed by wildlife-watching at 11.3% (49.9 million acres) and fishing at 7.8% (34.3 million acres).").

well as the weight to be given to the evidence by the trial court." (citations and internal quotation marks omitted)).

Nevertheless, the majority opinion elevates this question of fact into an a priori principle of constitutional law. The majority opinion is based on the legal fiction that any value generated from a property in its natural state must be deemed a token amount regardless of its actual market value. This legal fiction finds no support in the text of the Fifth Amendment.

To elevate what would normally be a question of fact to a principle of constitutional law, the majority opinion relies upon a misreading of Lucas. Lucas concerned a South Carolina law barring the owner of two ocean front lots in a residential development surrounded by other homes from building homes on his lots. 505 U.S. at 1008. Under the regulation, the only use for the ocean front lots was recreation overlooked by the adjacent houses. Id. The South Carolina trial court expressly made a fact-finding that in the relevant real estate market, the parcels were rendered "valueless." Based on the state court's factfinding, Lucas held that a regulation that rendered the lots "valueless" in the sense that it "wholly eliminated the value of the claimant's land" was a "categorical" taking. Id. at 1015–18, 1026 (emphases added).

Lucas is easily distinguishable from this case. In Lucas, the state trial court made a factual finding that the lots marketed solely for recreational uses adjacent to lots with residences were rendered "valueless." Here, the state trial court made a factual finding that the offshore island in the Florida Keys when marketed for recreational use had significant value. In Lucas, moreover, the lots had no transferable development rights. Here, the offshore island has transferable development rights that the trial court found have substantial value. In sum, in Lucas the South Carolina trial court found the lots were "valueless" in the South Carolina market; here the Florida trial court found the offshore island had significant value in the Florida Keys market.

But the majority opinion reads Lucas as shifting the focus of takings analysis away from the regulation's impact "on the value of the parcel as a whole." Instead of "value," the majority opinion interprets Lucas as focusing on "productive use." The majority opinion would, in essence, remove the term "value" and insert the term "productive use" in the Supreme Court's classic formulation of the regulatory taking test: "[O]ur test for regulatory taking requires us to compare the value that has been taken from the property with the value that remains in the property[.]" Keystone Bituminous Coal, 480 U.S. at 497. The majority opinion then envisions "productive use" as limited only to physical development and therefore a priori excludes the value of the property used for recreation in its natural state, no matter how profitable. Thus, the majority opinion reasons that because the sale of property for recreational uses does not involve physical development, it does not constitute an "economic use" of property, even though the sale, as here, generates substantial economic value.

It is simply illogical, however, to maintain that a use that generates economic value is not an economic use. A theory of economic use divorced from market value is valueless—worse, it is ultimately subjective. Yet that is the essence of the majority's position. Nothing in the Constitution requires such a counter-intuitive result. The majority opinion's interpretation of Lucas as shifting the takings focus from market value to physical development does not withstand analysis.

It is not a fair reading of Lucas. At every step of its analysis, the Supreme Court in Lucas focused on "value." The Supreme Court framed the issue in Lucas as one of value: "This case requires us to decide whether the Act's dramatic effect on the **economic value** of Lucas's lots accomplished a taking of private property under the Fifth and Fourteenth Amendments requiring the payment of 'just compensation.'" 505 U.S. at 1007 (emphasis added). The Supreme Court framed the holding of Lucas as one of value based on the trial court's finding that the law at issue rendered the parcels **"valueless."** Id. (emphasis added).

Admittedly, Lucas uses the terms "economic use" and "value" interchangeably. But, as Lucas itself makes clear, "economic use" means a use that generates "value." In this regard, the only way to determine if a use is "economic" is to estimate its "value." The only way to estimate value is to turn to the market and determine sales price. It is extraordinary to suggest, as the majority opinion does, that a sale of property is not an "economic use of property." In any system of free market capitalism, provided there is an active and competitive market as exists here, the sale of property is "the most profitable **use** of [a property owner's] property." Andrus, 444 U.S. at 66 (emphasis added). Therefore, if a recreational use generates economic value when a property is sold in the real estate marketplace, it is an "economic use." The Fifth Amendment does not state otherwise.

Moreover, the Supreme Court has expressly rejected attempts to interpret Lucas as shifting the focus from value to "productive use" in the manner proposed by the majority opinion. First, in Tahoe-Sierra Preservation Council, Inc., the Supreme Court held that "the categorical rule in Lucas was carved out for the 'extraordinary case' in which a regulation permanently deprives property of **all value**[.]" 535 U.S. at 332 (emphasis added). Indeed, in Tahoe-Sierra, even the dissent conceded (what the majority opinion here denies) that "[t]he Court also reads Lucas as being **fundamentally concerned with value**, **rather than with the denial of 'all economically beneficial or productive use of land.**'" Id. at 350 (Rehnquist, J., dissenting) (internal citation omitted and emphasis added).

Again, in Lingle, the Court held that value is the key criteria in a Lucas analysis: "In the Lucas context, of course, the **complete elimination** of a property's **value** is the determinative factor." 544 U.S. at 539 (emphases added). Significantly, in this case, no one contends there was a complete elimination of the island's value.

Citing these cases, other courts have held that the value of a property based upon a sale must be considered because "later Supreme Court cases make clear that, to prevail on a [Lucas] categorical taking claim, the property must lose all value." Robinson v. City of Baton Rouge, No. CV 13-375-JWD-RLB, 2016 WL 6211276, at *40 (M.D. La. Oct. 22, 2016). See also Hawkeye Commodity Promotions, Inc. v. Vilsack, 486 F.3d 430, 441 (8th Cir. 2007); Nammari v. Town of Winfield, No. 2:07-CV-306, 2008 WL 4757334, at *11 (N.D. Ind. Oct. 29, 2008) (noting it was implausible that owner could state categorical taking claim under Lucas because they were able to sell their interest in the subject property).

The cases the majority cites for its misreading of Lucas all involved factual circumstances where a regulation left a property in its natural state but there was also no competitive, private market for the property in its natural state. Properly understood, they hold only that where "government action relegates permissible uses of property to those consistent with leaving the property in its natural state (e.g., nature preserve or public space), **and no competitive market exists for the property without the possibility of development**, a taking may have occurred." Del Monte Dunes at Monterey, Ltd. v. City of Monterey, 95 F.3d 1422, 1433 (9th Cir. 1996), aff'd, 526 U.S. 687 (1999) (emphasis added). These cases are easily distinguishable from the instant case where a competitive, private market exists.

The main case relied upon by the majority opinion, for example, found a Lucas taking in a denial of a permit to fill wetlands. Lost Tree Vill. Corp. v. United States, 787 F.3d 1111, 1113 (Fed. Cir. 2015). In doing so, the court readily acknowledged, what the majority here denies, namely that the Lucas "Court used the term 'use' synonymously with the term 'value.'" Id. at 1115 (quoting Lucas, 505 U.S. at 1019 n.8). Examining the issue of value, it noted that the subject property's "residual environmental value has been reduced by mosquito abatement measures, which left isolated hummocks and stagnant eutrophic pools." Id. at 1117. Critically and perhaps for this reason, “[t]he government did not produce evidence indicating that Lost Tree could sell [the subject property] in such a condition.” Id. For this reason, Lost Tree is easily distinguishable from the instant case in which the record reflects a competitive, private market for the island at issue. More importantly, it does not support the majority’s “productive use” theory.

In another case cited by the majority for its theory that the takings analysis involves comparison of productive use rather than value, the court held that the trial court committed reversible error in “reason[ing] that value was relevant to but not dispositive of the Lucas inquiry.” Bridge Aina Le‘a, LLC v. Hawaii Land Use Comm’n, 950 F.3d 610, 628 (9th Cir. 2020). “This was error,” the court held, “because, as we have explained, the Supreme Court’s precedents underscore that value is determinative.” Id. (“Absent more, there is no Lucas liability for this less than total deprivation of value.”). Bridge Aina Le‘a held that no Lucas taking had occurred. These cases do not support the majority’s “productive use” theory.

In sum, the Fifth Amendment does not require the government to compensate for every reduction in value caused by a regulation. This is because every regulation arguably impacts value. If the government had to pay for every regulation, the government could not regulate. At what point then does the Fifth Amendment require compensation? The Fifth

Amendment requires compensation when the regulation reduces the value below a reasonable return on investment. Thus, no regulatory taking occurs where the property subject to the regulation retains value sufficient to provide a reasonable return, which is what the trial court found here.

III. By streamlining the process to declare a taking, the majority opinion will encourage judges at all levels to depart from the appropriate restraint that courts must exercise when asked to review the constitutionality of the acts of the executive and legislature.

I would be less than candid if I did not admit that I have serious concerns about the majority opinion's impact on "the doctrine of separation of powers, one of the structural pillars upon which American freedoms rest." Detournay v. City of Coral Gables, 127 So. 3d 869, 873 (Fla. 3d DCA 2013).

The majority opinion clears the way for courts to quickly and easily declare laws a "categorical" taking, thereby avoiding the deliberate and fact-intensive approach of Penn Central. Indeed, the majority opinion seems motivated to expedite and streamline the process to declare laws a taking. But does it promote the Constitutional separation of powers to hand every judge the power to override the acts of executive and legislative bodies in a faster, easier, less deliberative way?

I believe courts should always incline to the most restrained, careful, and painstaking approach before declaring a law unconstitutional. I am particularly concerned that the majority opinion uses its quick and easy "categorical" approach to strike down laws that the other branches of government determined were necessary to protect the lives of the residents of the Florida Keys from hurricanes.

The majority opinion will place judges, rather than legislators, at the forefront of certain land use policy. To give one relatively small example, underlying this case are important land-use policy questions such as: how much upland should be required to build a residence on an offshore island in the Florida Keys given their dependence on water quality and hurricane evacuation? The Keys consist of thousands of small islands, most of them undeveloped. Should residences be allowed on islands of ten acres, one acre, a half-acre, a quarter acre, or less? Should residences be allowed on the many privately owned parcels of bay-bottom? The majority opinion essentially declares the requirement of ten acres a taking. In doing so, it will inevitably drag the courts into the role of drawing these lines in disputes regarding any undersized lots. I firmly believe this type of line drawing requires broad input and a constant rebalancing of interests that is outside the competence of judges, no matter how well-intentioned or self-assured.

A wise judge once wrote: "The aggressive judge expands the Court's authority relative to that of other branches of government. The modest judge tells the Court to think very hard indeed before undertaking to check actions by other branches of government." William H. Pryor, Jr., The Perspective of a Junior Circuit Judge on Judicial Modesty, 60 Fla. L. Rev. 1007, 1012 (Dec. 2008) (citations and quotations omitted). This Court should have taken the path of the modest judge here, recognizing that "legislatures are ultimate guardians of the liberties and welfare of the people in quite as great a degree as the courts." Mo., Kan., & Tex. Ry. Co. of Tex., 194 U.S. at 270 (Holmes, J.).

CONCLUSION

Because the trial court properly adjudicated this case under well-established law, the trial court should be applauded and affirmed, not reversed. The majority opinion overturns well-established law relied upon by many legislative bodies. It replaces objective criteria like "market value" with subjective criteria like "productive use." Its approach will ultimately prove unworkable. In the meantime, it will tie the hands of legislative bodies and interfere with their ability to enact hurricane and environmental regulations that save lives and shore up property values. I respectfully dissent.

Council Communication

To: Mayor and Village Council
From: Jennifer DeBoisbriand , Planning Director
Date: March 18, 2025
SUBJECT: **Discussion of Planning Work Plan and Priorities** **TAB 8**

Background:
Over the last couple of years, the Village Council has requested various items be completed by the Planning Department. Some of these items are still pending and with the installation of the new Council, I would like to get direction on the work plan for the Planning Department as well as some priorities.

Analysis:
A list of items directed by Council is attached.

Budget Impact:
Will depend on any Council decision.

Staff Impact:
Will depend on any Council decision.

Recommendation:

Attachments: 1. Requested Planning Work

Requested Planning Work Plan March 2025

TDR Ordinance – On After Action Report

Rezoning of properties at Village Incorporation - On After Action Report

Possible update to Environmental Standards in the Village Code - On After Action Report

Accessory Dwelling Units - On After Action Report

Affordable Housing Plan – Direction given May 13, 2024

Administrative Relief Plan – Direction given May 13, 2024

Windley Key Parking – Direction given December 10, 2024

Food Truck Ordinance- Direction given December 10, 2024

Public Workshop re: Use of Island Silver and Spice Property – Direction given June 11, 2024

Islamorada, Village of Islands

SPECIAL CALL VILLAGE COUNCIL MEETING

Council Vacancy & Interim Manager

January 30, 2025 - 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 5:30 p.m.

PRESENT: Mayor Sharon Mahoney, Vice Mayor Don Horton, Council Member Steve Friedman, Council Member Deb Gillis,

ABSENT:

II. PLEDGE OF ALLEGIANCE

Frank Derfler led the Pledge of Allegiance.

III. AGENDA: Requests for Deletion / Emergency Additions

There were no emergency additions or deletions to the agenda.

IV. PUBLIC COMMENT

This is general public comment. It provides an opportunity for the public to speak about matters that are pertinent to the Village but 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:
Van Cadenhead
Joe Wischmeier
Steve Friedman
Barry Wray

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

V. APPOINTMENT TO FILL COUNCIL SEAT VACANCY

A. Motion to Appoint New Councilmember to Replace Vacancy Created by Resignation of Former Councilmember Pinder

Interim Village Attorney John Quick introduced the proposed process to appoint a replacement to Seat 1.
It was noted that Ms. Scuderi had rescinded her application prior to the meeting.

Proposed Process:

• Each candidate will have three (3) minutes to express their interest and/or qualifications for appointment. Candidates will speak in alphabetical order.
• Councilmembers will ask any follow up questions (if necessary).
• Council will hear public comment
• Councilmembers will vote for up to three candidates by marking an "X" on the appointment sheet.
• Staff will tally the "X's" and provide the top three candidates for appointment.
• Councilmembers will discuss, deliberate and vote for one of the top three.
• When a majority vote is obtained, the appointment for Seat 1 will conclude.
• The winning candidate must receive three votes

The candidates spoke in alphabetical order and shared their qualifications.

Tom Raffanello (moved to first speaker at his request)
Van Cadenhead
Greg Dully
David Epstein
Beth Kaminstein
Anna Richards
Larry Zettwoch

Mayor Sharon Mahoney opened public comment.

Speakers included:
Joan Scholz
Jamie Engel
Joe Wischmeier
Barry Wray

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

Council thanked everyone who applied to serve.

The top three results from the first round of voting were:

Greg Dully
Tom Raffanello
Anna Richards

The top two results from the second round of voting were:

Greg Dully
Anna Richards

The results from the third, fourth, and fifth rounds of voting were tied with Greg Dully and Anna Richards each receiving two votes.

Mayor Sharon Mahoney called a recess at 6:43 p.m. and called the meeting back to order at 6:49 p.m.

Mayor Sharon Mahoney invited the two finalists back up to speak for another two minutes:

Greg Dully
Anna Richards

Mayor Sharon Mahoney opened public comment again for two minutes per speaker.

Speakers included:

Ken Phillipson
Van Cadenhead
Jamie Engel
Eric Gephart
Kim Parmelee
Joe Wischmeier
Matt Turk
Jason Richards

Mayor Sharon Mahoney closed public comment again.

Mayor Sharon Mahoney called a recess at 7:27 p.m. and called the meeting back to order at 7:39 p.m.

Interim Village Attorney John Quick noted that in the Charter, in section 8, subcategory 6 allowed for determination by lot in case of a tied vote after an election.

ACTION:	Motion to Approve to Appoint Greg Dully to the vacancy in Seat 1 item V.A. by Steve Friedman second by Deb Gillis; Motion Failed with a 2:2 vote
AYES:	Steve Friedman, Deb Gillis
NAYS:	Sharon Mahoney, Don Horton
ABSTAIN:	None

ACTION:	Motion to Toss a coin to determine the winner item V.A. by Sharon Mahoney, second by Don Horton; Motion Failed with a 2:2 vote
AYES:	Sharon Mahoney, Don Horton
NAYS:	Steve Friedman, Deb Gillis
ABSTAIN:	None

ACTION:	Motion to Toss a coin to determine the winner item V.A. by Sharon Mahoney, second by Don Horton; Motion Failed with a 2:2 vote

AYES: Sharon Mahoney, Don Horton
NAYS: Steve Friedman, Deb Gillis
ABSTAIN: None

ACTION: Motion to Approve to Appoint Greg Dully to the vacancy in Seat 1 item V.A. by Steve Friedman second by Deb Gillis;
Motion Failed with a 2:2 vote
AYES: Steve Friedman, Deb Gillis
NAYS: Sharon Mahoney, Don Horton
ABSTAIN: None

ACTION: Motion to Draw lots to determine the winner item V.A. by Sharon Mahoney second by Don Horton;
Motion Failed with a 2:2 vote
AYES: Sharon Mahoney, Don Horton
NAYS: Steve Friedman, Deb Gillis
ABSTAIN: None

After being unable to break the deadlock, the Council concurred to move forward with the rest of the agenda and return to this item afterward.

VI. MAYOR / COUNCIL COMMUNICATIONS

Vice Mayor Don Horton asked for Council to consider convening a Charter Review Committee. His main concerns were election reform, but noted that our community is changing, and it was prudent to review whether parts of the Charter may no longer be relevant.

Council Member Steve Freidman announced his recent attendance at the Florida League of Cities Elected Officials Institute and asked Acting Village Manager Sheila Denoncourt to privde a list of potential impacts with the impending freeze on federal funding.

A. Interim Village Manager Discussion

HR Director Jamie Terry reported that the Council directed staff to speak to members on the Florida League of Cities Managers-in-transition list. Alan Cohen has provided his resume for the Council's consideration.

Ms. Terry noted that while an RFP had been issued for an executive search firm, applications for a Village Manager had been received in-house as well. Staff recommended that Acting Village Manager Sheila Denoncourt continue to serve in the role until a permanent village manager was hired.

Mr. Cohen expressed interest in serving on an interim basis, and as he had school-age children in Broward, he was not looking to relocate his family. He did note that he would need accommodation in the area during his service to the Village.

Mayor Sharon Mahoney opened public comment.

Speakers included:
Joe Wischmeier
Van Cadenhead
Barry Wray

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

Council expressed interest in alleviating Ms. Denoncourt of the added responsibilities and directed staff to negotiate a contract with Mr. Cohen for consideration on the February 11 agenda.

VII. VILLAGE ATTORNEY / VILLAGE MANAGER COMMUNICATIONS

VIII. MOTIONS

The discussion resumed concerning Council Member Pinder's replacement on the Council.

Mayor Sharon Mahoney recessed the meeting at 8:46 p.m. and reconvened at 9:03 p.m.

ACTION:	Motion to Approve appointing Greg Dully item VIII. by Steve Friedman second by Deb Gillis; Motion Failed with a 2:2 vote
AYES:	Steve Friedman, Deb Gillis
NAYS:	Sharon Mahoney, Don Horton
ABSTAIN:	None

ACTION:	Motion to Approve appointing Greg Dully item VIII. by Steve Friedman second by Deb Gillis; Motion Failed with a 2:2 vote
AYES:	Steve Friedman, Deb Gillis
NAYS:	Sharon Mahoney, Don Horton
ABSTAIN:	None

ACTION:	Motion to Approve appointing Anna Richards item VIII. by Don Horton, second by Sharon Mahoney; Motion Failed with a 2:2 vote
AYES:	Sharon Mahoney, Don Horton
NAYS:	Steve Friedman, Deb Gillis
ABSTAIN:	None

After further discussion, the Council decided it was at an impasse and that it would be best to continue the appointment to the March 18 Regular Village Council Meeting.

Interim Village Attorney John Quick noted that while the Charter required Council

Member Pinder's replacement be appointed within thirty days there appeared no way to break the impasse. Mr. Quick noted that any legal action taken due to not complying with the 30-day requirement could only compel the Council to make a decision, not award any monetary damages to any party.

ACTION:	Motion to Continue the appointment of a Council Member to the March 18 Regular Village Council Meeting item VIII. by Sharon Mahoney, second by Don Horton; Motion Passed with a 3:1 vote
AYES:	Sharon Mahoney, Don Horton, Steve Friedman
NAYS:	Deb Gillis
ABSTAIN:	None

IX. ADJOURNMENT

Vice Mayor Don Horton moved to adjourn the meeting at 9:06 p.m.

Islamorada, Village of Islands

REGULAR VILLAGE COUNCIL MEETING

February 11, 2025 - 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 5:30 p.m.

PRESENT: Mayor Sharon Mahoney, Vice Mayor Don Horton, Council Member Steve Friedman, Council Member Deb Gillis

ABSENT:

II. PLEDGE OF ALLEGIANCE

Ty Harris led the Pledge of Allegiance.

III. AGENDA: Requests for Deletion / Emergency Additions

Council Member Steve Freidman asked to remove the fireworks discussion.

Council Member Deb Gillis asked to pull Tab 5 - Amendment 1 to Agreement KG No. 002.

IV. REPORTS, PRESENTATIONS AND ANNOUNCEMENTS

A. ADDED DURING THE MEETING - Move Council Member Appointment from the March 18 agenda and appoint Anna Richards to the vacant seat.

Greg Dully approached the podium and asked to speak at the beginning of the meeting. He thanked the community for their support and withdrew his application for the Council seat vacated by Council Member Pinder.

Vice Mayor Don Horton noted that in light of Mr. Dully's withdrawal, he asked to have a discussion on how to move forward. He further asked to move discussion from the March 18 agenda and moved to appoint Anna Richards to the vacant Council Seat. Council Member Deb Gillis seconded the motion with a caveat that she would prefer to swear in Ms. Richards at the end of the meeting.

Council Member Steve Freidman noted he wanted to talk about holding a Special Election for the residents to choose.

Interim Village Attorney John Quick indicated the Village would have to have a Special Election to change the Charter, and then have a Special Election for the vacant seat. He noted it required adoption of an ordinance after two readings to move towards that goal.

Mayor Sharon Mahoney opened public comment.

Speakers included:

Joe Wischmeier
Van Cadenhead
Dr. Harold Dalton
Roger Young

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

Mayor Sharon Mahoney addressed the allegation that Council Member Pinder had not been an Islamorada resident at the time of the November 5, 2024 election and, therefore, was ineligible to serve. She confirmed that Mr. Pinder's residency in Islamorada had been established and was not in question.

Interim Village Attorney John Quick noted that Ms. Richards could be sworn in immediately or after the meeting. Ms. Richards indicated that she preferred waiting until the end of the meeting to be sworn in.

Council Member Deb Gillis requested to have one motion moving the discussion from March 18 and appointing Anna Richards to the vacant Council Seat. The Council concurred.

Mr. Quick told Ms. Richards that she was now subject to sunshine.

Council Member Gillis thanked Mr. Dully for his efforts and consideration of the community.

ACTION:	Motion to Approve moving the discussion from 3/18 and appointing Anna Richards to the vacant Council Seat item IV.A. by Don Horton second by Deb Gillis; Motion Passed with a 4:0 vote
AYES:	Sharon Mahoney, Don Horton, Steve Friedman, Deb Gillis
NAYS:	None
ABSTAIN:	None

V. CITIZENS' ADVISORY COMMITTEE REPORTS & APPOINTMENTS

A. Nearshore Water Committee Report **TAB 1**

Vice Chair Matt Belinger presented the report sharing recent initiatives of the committee. He noted the committee was asking for more information from staff about vessel exclusion zones and they proposed an idle zone at Starks Wheel Ditch. Mayor Sharon Mahoney noted the Village was trying to determine who owned it.

Mr. Bellinger also announced that red tide had been spotted off the coast of the Keys and encouraged residents to take the threat seriously.

Mayor Mahoney announced the upcoming Heart Like Harlie fundraiser on Sunday, February 16 from noon to 6 p.m to raise funds for a fire boat. She encouraged everyone to attend.

VI. MAYOR / COUNCIL COMMUNICATIONS

A. Discussion Regarding Holiday Lights (Mayor Mahoney)

Mayor Sharon Mahoney asked for Council's thoughts on continuing the holiday lights to decorate the park. The Council concurred that the current budget of $105,000 per year was unsustainable. Mayor Sharon Mahoney suggested that staff research what we could get for $50,000 and $75,000.

Vice Mayor Don Horton suggested that as the Monroe County Sheriff's Office gives back unused funds each year, perhaps the Council could dedicate those funds to holiday lights and charitable donations. The Council concurred.

B. Discussion Regarding Village's Charitable Giving Policy (Mayor Mahoney)

Vice Mayor Don Horton suggested forming a committee to decide whether to donate tax dollars to charitable organizations. Council generally concurred, noting there should be a more comprehensive discussion of which charities and services should be eligible.

C. Discussion Regarding State Statutes Governing Mobile/Manufactured Homes (Vice Mayor Horton)

Vice Mayor Don Horton noted the Village was not collecting tax dollars for the mobile home park/modular homes at Sun Outdoors.

He indicated this was due to modular homes being considered mobile homes per Florida Statute. As such, they are not taxable as mobile home parks are designed to provide affordable housing.

He stated that the Sun Outdoors development was taking advantage of the statute and noted he spoke to various organizations and our lobbyists. He said he would like to be able to speak on behalf of the entire Council, asking to put it on the legislative agenda. Council concurred.

D. Discussion Regarding Possible Regulation of Fireworks (Councilmember Friedman)

Council Member Steve Freidman pulled the discussion from the agenda.

E. Discussion Regarding Vacant Village Council Seat (Vice Mayor Horton)

This item was dealt with at the beginning of the meeting.

F. July Council Meeting Date Confirmation **TAB 2**

After discussing the option, the Council directed staff to amend the meeting calendar to meet on July 22 and 24 and not hold an August meeting due to the late July meeting dates.

VII. VILLAGE ATTORNEY / VILLAGE MANAGER COMMUNICATIONS

A. Status Report on Comprehensive Plan Update **TAB 3**

Planning Director Jennifer DeBoisbriand provided the update on the progress with Able City. She indicated the signed contract was received on November 14, and a kick-off meeting with staff was held December 19, and she summarized work completed to date.

She stressed the importance of public input and encouraged residents to take the survey at planislamorada.com

Ms. DeBoisbriand shared upcoming activities that Able City would be undertaking:
February 12 - Meet with Chamber Board
February 18-20 - Tour the community and hold technical meetings
February 18 - Islamorada Chamber After Hours Event at Islander
March 24-28 - Hold a week-long public Blueprint for Balance Charrette

She noted Able City would be at the community center the entire week of the Charrette, starting daily at 9 a.m., and encouraged the public to drop by to share their ideas.

Ms. DeBoisbriand asked that she be the sole contact with the consultants as the Project Manager.

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:
Van Cadenhead
Dr. Harold Dalton
Joe Wischmeier
Jon Wallace

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

IX. CONSENT AGENDA

Interim Village Attorney John Quick reminded the Council that the Consent Agenda Items were Tabs 4, 6, 7, and 8 and that Tab 5 had been pulled.

Mayor Sharon Mahoney opened public comment.

Speakers included:
Van Cadenhead

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

ACTION:	Motion to Approve Tabs 4, 6, 7, and 8 item IX. by Don Horton second by Deb Gillis; Motion Passed with a 4:0 vote
AYES:	Sharon Mahoney, Don Horton, Steve Friedman, Deb Gillis
NAYS:	None
ABSTAIN:	None

A. Meeting Minutes: **TAB 4**
January 7, 2025 Regular Village Council Meeting
January 9, 2025 Executive Session
January 9, 2025 Land Use Village Council Meeting (Marne McGrath, Village Clerk)

B. Resolution Approving An Amendment To The Agreement With Monifi Technology Group To Include An Expansion Of The Village's Current Surveillance Camera System To Include Wastewater Stations **TAB 6** (A.J. Engelmeyer, Public Works Director)
A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING AN AMENDMENT TO THE AGREEMENT WITH MONIFI TECHNOLOGY GROUP TO INCLUDE AN EXPANSION OF THE VILLAGE'S CURRENT SURVEILLANCE CAMERA SYSTEM TO INCLUDE WASTEWATER STATIONS; AUTHORIZING VILLAGE OFFICIALS TO IMPLIMENT THE TERMS AND CONDISITONS FO THE AMENDMENT; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE AGREEMENT; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; APPROVING A WAIVER OF COMPETITIVE BIDDING; AND PROVIDING FOR AN EFFECTIVE DATE

C. Resolution for Purchase of Fire-Dex Turnout Gear from Municipal Emergency Services **TAB 7** (Terry Abel, Fire Chief)
A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING THE PURCHASE OF FIRE-DEX TURNOUT GEAR FROM MUNICIPAL EMERGENCY SERVICES FOR THE VILLAGE FIRE RESCUE DEPARTMENT THROUGH PIGGYBACKING LAKE COUNTY CONTRACT #22-730G; AUTHORIZING THE VILLAGE MANAGER AND VILLAGE ATTORNEY TO EXECUTE NECESSARY DOCUMENTS; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING WAIVER OF COMPETITIVE BIDDING; AND PROVIDING FOR AN EFFECTIVE DATE

D. Resolution Approving Change Orders and Contingency Fund For The Library Beach Bathroom Facility Renovation Project **TAB 8** (A.J. Engelmeyer, Public Works Director)
A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING CHANGE

ORDERS FOR THE LIBRARY BEACH BATHROOM FACILITY RENOVATION PROJECT; AUTHORIZING A CONTINGENCY FUND; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; AND PROVIDING FOR AN EFFECTIVE DATE.

X. **END OF CONSENT AGENDA**

XI. RESOLUTIONS

A. Resolution Approving Amendment No. 1 to DEP Agreement No. KG002 Between the FDEP and the Village Relating to Funding through the Florida Keys Stewardship Act for the Lower Matecumbe Canals Culvert Restoration Project **TAB 5** (Peter Frezza, Environmental Resources Manager)

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING AMENDMENT 1 TO AGREEMENT KG002 BETWEEN THE STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION AND THE VILLAGE RELATED TO FLORIDA KEYS STEWARDSHIP ACT FUNDING; AUTHORIZING VILLAGE OFFICIALS TO TAKE ALL STEPS NECESSARY TO FINALIZE AND IMPLEMENT THE TERMS AND CONDITIONS OF THE AMENDMENT; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE AMENDMENT; AND PROVIDING FOR AN EFFECTIVE DATE

Council Member Deb Gillis shared that the Village had been granted over $4,000,000 in grant funds toward the Lower Matecumbe Canal Restoration project, a large part of the full $5,200,000 project cost.

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

B. Resolution Approving the Ranking and Recommendation of the RFP 24-19 Evaluation Committee and Authorization to Enter into Agreement(s) with Adventure Environmental, Inc. for the Lower Matecumbe Canals Culvert Restoration Project **TAB 9** (Peter Frezza, Environmental Resources Manager)

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING THE FINAL RANKINGS AND RECOMMENDATIONS OF THE RFP 24-19 EVALUATION COMMITTEE FOR SELECTION OF A CONTRACTOR FOR THE LOWER MATECUMBE CANALS CULVERT RESTORATION PROJECT; AUTHORIZING THE VILLAGE MANAGER AND VILLAGE ATTORNEY TO NEGOTIATE AN AGREEMENT(S) FOR THE PROJECT; AUTHORIZING THE

VILLAGE MANAGER TO EXECUTE THE AGREEMENT(S); AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; AND PROVIDING AN EFFECTIVE DATE

Environmental Resources Manager Pete Frezza provided an overview of the project and noted the Village had been working on plans and funding for the past four years. We received two bids in response to the RFP - LPS and Adventure Environmental Inc. Mr. Frezza noted both were highly qualified and that the LPS bid was significantly higher than Adventure Environmental Inc. He indicated that an expert engineer estimated the project to cost ~$5,300,000 and that AEI was just under that amount. Therefore, the Evaluation Committee recommended AEI.

Mayor Sharon Mahoney opened public comment.

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

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

C. Approval of 4th Quarter 2024 Nonresidential Building Permit Allocations **TAB 10** (Jennifer DeBoisbriand , Planning Director)

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING NONRESIDENTIAL BUILDING PERMIT ALLOCATION SYSTEM ("BPAS") RANKINGS AND AWARDING NONRESIDENTIAL BUILDING PERMIT ALLOCATIONS FOR QUARTER 4 OF 2024; AND PROVIDING FOR AN EFFECTIVE DATE

Planning Director Jennifer DeBoisbriand recommended that the Village Council approve the nonresidential building permit allocation ranking and award nonresidential allocations for Quarter 4 of 2024.

Mayor Sharon Mahoney opened public comment.

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

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

D. Resolution to Approve Agreement with Alan Cohen to Serve as Interim Village Manager **TAB 11** (John Quick, Interim Village Attorney)

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING THE APPOINTMENT OF ALAN COHEN AS INTERIM VILLAGE

MANAGER; APPROVING AND AUTHORIZING EXECUTION OF AN EMPLOYMENT AGREEMENT WITH MR. COHEN FOR SERVICE AS THE INTERIM VILLAGE MANAGER; AND PROVIDING FOR AN EFFECTIVE DATE

Interim Village Attorney John Quick introduced, noting the proposed interim village manager agreement was presented for Council consideration.

The Council discussed the matter, expressing concern over some of the provisions of the contract. Ultimately, the Council moved to continue this item to the March 18, 2025, agenda.

Attorney Quick noted that public comment was not required for the continuation.

ACTION:	Motion to Continue the item to the March 18, 2025 Regular Village Council Meeting item XI.D. by Don Horton second by Deb Gillis; Motion Passed with a 3:1 vote
AYES:	Sharon Mahoney, Don Horton, Deb Gillis
NAYS:	Steve Friedman
ABSTAIN:	None

XII. ORDINANCES

A. Ordinance Relating to Animals and Animal Owners **TAB 12** (John Quick, Interim Village Attorney)

AN ORDINANCE OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, CREATING CHAPTER 4, "ANIMALS," OF THE VILLAGE CODE TO ADOPT REGULATIONS RELATING TO ANIMALS AND ANIMAL OWNERS; PROVIDING FOR THE REPEAL OF ALL CODE PROVISIONS AND ORDINANCES INCONSISTENT WITH THIS ORDINANCE; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE

Interim Village Attorney John Quick introduced Village does not have animal control ordinance, so Monroe County's ordinance that was in place when the Village incorporated was applicable. He noted that a recent court ruling clarified that the Monroe County ordinance - and its enforcement - stands.

He noted the Defendant was appealing; if they are successful, the Village would not have any ordinance on any type of animal. The Village would also lose enforcement by Monroe County's Animal Control. Mr. Quick noted that there would be wide-ranging impacts as the Village would have no way to deal with neglected animals if we didn't have an ordinance in place.

Discussion ensued and Mr. Quick was asked to work with the County on a carve-out for Islamorada before the second reading.

Mayor Sharon Mahoney opened public comment.

Speakers included:
Ty Harris

Van Cadenhead
Cheryl McBay
Jon Wallace
Alina Davis
Craig McBay
Robert Moser

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

ACTION:	Motion to Approve on first reading with caveat to work on local carve out for chickens item XII.A. by Deb Gillis second by Sharon Mahoney; Motion Passed with a 4:0 vote
AYES:	Sharon Mahoney, Don Horton, Steve Friedman, Deb Gillis
NAYS:	None
ABSTAIN:	None

XIII. QUASI-JUDICIAL

A. Ordinance Amendment to the Zoning Map for Parcel Numbers 00437590-000000, 00437610-000000 and 00437640-000000 - **Second Reading TAB 13** (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.

Council was asked to disclose any ex parte communications:
Mayor Sharon Mahoney - Bart Smith
Vice Mayor Don Horton - Bart Smith
Council Member Steve Freidman - None
Council Member Deb Gillis - Bart Smith

Planning Director Jennifer DeBoisbriand introduced the item noting this item was passed on first reading at the Council's meeting on December 12, 2024.

After first reading staff and the applicant discussed the following proposed conditions based on the Council's concerns at the last hearing:
1. No commercial fishing is permitted.
2. Docking facilities for recreational vessels shall be permitted. The mooring of recreational vessels shall be limited to vessels owned by the occupants of the

affordable housing dwelling units or guests of the occupants. Guests of the occupants of the affordable housing dwelling units shall be permitted to moor vessels at the docking facilities for up to, but not to exceed, two (2) consecutive days (whether or not consecutively moored).
3. No commercial uses, except for the existing restaurant, are permitted. In the event the lawfully existing restaurant is substantially damaged or destroyed, it is permitted to be rebuilt pursuant to all requirements and development standards of the underlying zoning district.

Staff have reviewed the request for Zoning Map Amendment from Village Center to Neighborhood Commercial and determined that the request meets the criteria. Therefore, staff recommended approval of the map amendment with the stated conditions.

Bart Smith represented the applicant and stated they were comfortable with the proposed conditions.

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

In favor:
None

Neutral:
Van Cadenhead

Opposed:
Joe Wischmeier

There being no one else wishing to provide testimony, Mayor Mahoney closed public testimony.

It was noted they can't get the C of O for the main property until they finish the affordable units. The Council agreed that there was a great dearth of affordable housing in Islamorada, and it was hoped that this redevelopment may help alleviate some of the need.

ACTION:	Motion to Approve item XIII.A. by Don Horton second by Deb Gillis; Motion Passed with a 3:1 vote
AYES:	Sharon Mahoney, Don Horton, Deb Gillis
NAYS:	Steve Friedman
ABSTAIN:	None

B. Administrative Relief - 165 Sunset Drive **TAB 14** (Jennifer DeBoisbriand , Planning Director)
A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, CONSIDERING THE REQUEST BY KRISTINA BOHNSTEDT FOR ADMINISTRATIVE RELIEF FROM THE VILLAGE BUILDING PERMIT ALLOCATION

SYSTEM (BPAS) FOR PROPERTY LOCATED AT 165 SUNSET DRIVE, LOWER 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:
Mayor Sharon Mahoney - None
Vice Mayor Don Horton - None
Council Member Steve Freidman - None
Council Member Deb Gillis - None

Planning Director Jennifer DeBoisbriand noted the application was entered into the BPAS on September 16, 2020. The application had been considered in four consecutive annual allocation periods and had failed to receive an allocation award. At the close of Quarter 4 of 2024, the Application was ranked 46th with fourteen points. Under the requirements outlined in Code Section 30-477(a), the applicant was eligible to apply for Administrative Relief between 12:01 PM on September 30, 2024, and 12:00 PM on January 28, 2025. The applicant applied for administrative relief on November 25, 2024.

The proposed development is one single-family, two-bedroom, two-bathroom home, approximately 1,632 square feet.

Remedies offered under Code Section 30-477(f): After 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.

The Village currently has nineteen allocations available for administrative relief.

During the review of this Administrative Relief application, it was discovered that a portion of Lot 19 had been subdivided without proper approval from the Village pursuant to Village Code section 30-432 (f). The building permit approval was granted in 2020, and the application entered BPAS with the expectation of receiving an allocation. Based on this information, staff recommended awarding the administrative relief with the condition that the applicant applies for and receives approval of a lot split from the Village before issuance of the building permit.

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

In favor:
None

Neutral:
Van Cadenhead

Opposed:
Joe Wischmeier

There being no one else wishing to provide testimony, Mayor Mahoney closed public testimony.

ACTION:	Motion to Approve with contingency that the lot split needs to be approved before issuance of a building permit item XIII.B. by Deb Gillis second by Don Horton; Motion Passed with a 3:1 vote
AYES:	Sharon Mahoney, Don Horton, Deb Gillis
NAYS:	Steve Friedman
ABSTAIN:	None

XIV. MOTIONS

There were none.

XV. ADJOURNMENT

The Village Clerk administered the oath of office to Incoming Council Member Anna Richards. Council Member Richards then moved to adjourn the meeting at 8:35 p.m.

Council Communication

To: Mayor and Village Council
From: Lisa Lynch, Finance Director
Date: March 18, 2025
SUBJECT: **Resolution Approving an Expenditure with Tropical Home Construction Contracting LLC and a Waiver of Competitive Bidding for the Replacement of the Plantation Yacht Harbor Marina Tiki Hut Decking TAB 10**

Background:

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

Due to its proximity to the water, wooden construction, and age, the tiki hut at the Plantation Yacht Harbor Marina is especially susceptible to wind, rain, sun. and all the outside elements. The wooden decking of the tiki hut is currently rotting and is unsafe for use and needs to be replaced as soon as possible. The Village has engaged the services of Tropical Home Construction Contracting LLC ("THCC") to replace the decking. Due to the constant exposure from outside elements at this location, Marina staff would like to replace the wooden deck with a concrete slab, which is much more durable and a permanent solution to this problem.

Analysis:

The Village Manager and Village staff would like to utilize the services of THCC for the demolition of the current decking and construction of the new concrete decking due to their familiarity with the tiki hut. THCC has been working with the Village Marina staff for decades and has exceptional knowledge of the structural components of the Tiki Hut and its foundation. Because of this, a waiver of competitive bidding is also being requested for this purchase. The Village desires to complete the project with THCC as set forth in the quote attached hereto as Exhibit "A". The total of these services is $36,500.00. The attached Resolution would approve the expenditure and authorize the Village Manager to execute the agreement with THCC on behalf of the Village.

Budget Impact:

Budget of $20,000 was approved for the FY24-25 budget from the Marina Enterprise Fund for this project. However, an additional $16,500 is needed to cover the entire cost of $36,500. The Marina has the funds to cover the additional amount requested.

Staff Impact:
No change in staffing time or levels would occur as a result of passage and adoption of the attached Resolution. Village staff would continue to work with THCC to complete the project.

Recommendation:
Staff recommends approval and adoption of the attached Resolution.

Attachments:
1. Resolution 25-xx Approving Waiver for Competitive Bid and Amount to Replace the Marina Tiki Hut Decking
2. Agreement with Tropical Home Construction Contracting LLC
3. Exhibit A

RESOLUTION NO. 25-xx

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING AN AGREEMENT WITH TROPICAL HOME CONSTRUCTION CONTRACTING LLC TO REPLACME THE PLANTATION YACHT CLUB MARINA TIKI HUT DECKING; AUTHORIZING VILLAGE OFFICIALS TO IMPLIMENT THE TERMS AND CONDISITONS FO THE AMENDMENT; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE AGREEMENT; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; APPROVING A WAIVER OF COMPETITIVE BIDDING; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, Islamorada, Village of Islands (the "Village") needs to replace the inadequate, rotting and unsafe wooden decking on the Plantation Yacht Club Marina Tiki Hut; and

WHEREAS, the proximity of the Tiki Hut is adjacent to the ocean which makes it susceptible to wind, rain, sun and all the outside elements. Accordingly, there is a need to replace the wooden deck with a concrete slab, which is more durable and provides a permanent solution to this problem; and

WHEREAS, a waiver of competitive bidding is requested because Tropical Home Construction Contracting LLC ("THCC") has been working with the Village Marina staff for decades and has an intimate knowledge of the structural components of the Tiki Hut and its foundation; and

WHEREAS, THCC also had a strong reputation and has a history of providing outstanding services to the Village; and

WHEREAS, the Village desires to complete the project with THCC as set forth in the quote attached hereto as Exhibit "A;" and

WHEREAS, the Village Council of Islamorada, Village of Islands (the "Village Council") finds that approval of the cost proposal from THCC and a waiver of competitive bidding 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 Purchase.** The Village Council hereby accepts and approves the cost proposal from THCC for the demolition and construction of the Tiki Hut decking in the amount of Thirty-Six Thousand Five Hundred and no/100 Cents ($36,500.00), as set forth in the quote attached hereto as Exhibit "A".

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

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

Section 5. **Waiver of Competitive Bidding.** In accordance with Section 2-328(a) of the Village's Code of Ordinances, the Village Council hereby approves a waiver of the competitive bidding provision for the Agreement with THCC to construct the Tiki Hut decking.

Section 6. **Authorization of Fund Expenditure.** Notwithstanding the limitations imposed upon the Village Manager pursuant to the Village's Purchasing Procedures Ordinance, the Village Manager is authorized to expend budgeted funds to implement the terms and conditions of the Amendment. Use of reserve funds to cover the entire purchase is authorized.

Section 7. **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

Mayor Sharon Mahoney _____
Vice Mayor Don Horton _____
Councilwoman Deb Gillis _____
Councilman Steve Friedman _____
Councilwoman Anna Richards _____

PASSED AND ADOPTED THIS 18TH DAY OF MARCH, 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, VILLAGE ATTORNEY

AGREEMENT

THIS IS AN AGREEMENT, dated the_____day of ________________, 2025, between:

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

and

TROPICAL HOME CONSTRUCTION CONTRACTING.
a Florida LLC, authorized to do business in the State of Florida, hereinafter "**CONTRACTOR**."

WITNESSETH:

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

Article I. PREAMBLE

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

Section 1.01 The VILLAGE is in need of an independent, experienced contractor for all demolition as required to remove and dispose of wood deck floor structure at the tiki hut of Plantation Yacht Harbor Marina, replace with new 6" concrete slab including all form work, steel and concrete material. The concrete slab will be the same size as existing wood deck including existing stairs and ramp. Spalling repair to damaged columns is included in the project, as well.

Section 1.02 On February 12, 2025 the VILLAGE received a proposal from CONTRACTOR.

Section 1.03 VILLAGE and CONTRACTOR desire to enter into this Agreement for the completion of the Project in accordance with the proposal 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 project timeline will not exceed 30 days (1 month). CONTRACTOR shall complete all work in a timely manner in accordance with this 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" and Section 3.01 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 WARRANTEES

Section 4.01 The VILLAGE hereby agrees to pay CONTRACTOR for the faithful performance of this Agreement, for work completed in accordance with the Proposal attached hereto as Exhibit "A", and as directed by VILLAGE. Prices for work completed by the CONTRACTOR shall be as reflected in Exhibit "A". A total contract price hereto is referred to as Contract Price and shall not exceed **Thirty six thousand five hundred and no/100 Dollars ($36,500.00).**

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 labors.

Article V. CONTRACTOR'S LIABILITY INSURANCE

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

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

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

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

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

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

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

(c) Automobile Liability Insurance - $300,000 per occurrence, $300,000 per Accident for bodily injury and $1,000,000 per accident for property damage; and

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

Contractor shall obtain all necessary endorsements to support these requirements.

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

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

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

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

Article VI. PROTECTION OF PROPERTY

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

Article VII. CONTRACTOR'S INDEMNIFICATION

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

Section 7.02 The CONTRACTOR shall indemnify and hold harmless the VILLAGE and its officers and employees from liabilities, damages, losses, and costs, including but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONTRACTOR and other persons employed or utilized by the CONTRACTOR, in the performance of the Agreement.

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

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

Article VIII. INDEPENDENT CONTRACTOR

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

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

Article IX. CHANGES TO SCOPE OF WORK AND ADDITIONAL WORK

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

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

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

Article X. TERM AND TERMINATION

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

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

Article XI. CONTRACT DOCUMENTS

Section 11.01 CONTRACTOR and VILLAGE hereby agree that the following Exhibits, which are attached hereto and made a part thereof, are fully incorporated herein and made a part of this Agreement, as if written herein word for word: this Agreement; including CONTRACTOR's Proposal as set forth and incorporated into this Agreement as Exhibit "A"; and the proposal as incorporated into this Agreement and all other addendums and exhibits thereto. In the event there is a conflict between the terms of the 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, 86800 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: Jonathan Lindmar
Tropical Home Construction Contracting, LLC
237 Pueblo St.
Tavernier, FL 33070

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 threating to use physical force against any person;
2. Restraining, isolating, or confining or threating 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 threating 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.

<u>Written Declaration</u>

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: ______________________________

Sheila Denoncort, Acting 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”

Contract

State Certified General Contractor
Licensed and Insured CGC1519356

Tropical Home Construction Contracting LLC
237 Pueblo St.
Tavernier FL 33070

Date: 2-12-25

Name: Islamorada founders park

Street: 86880 Overseas highway

City: Islamorada State: FL Zip: 33036

We hereby submit specifications and estimates for: Marina pavilion floor

Demolition. All demolition as required to remove and dispose of wood deck floor structure. This proposal includes all labor and dump fees to remove and dispose of all wood decking inn preparation for a new concrete slab. Total cost for demo $4,500.00 .

New slab. A new 6 inch thickened edge slab will be installed including all form work, steel, concrete material. Slab will be the same size as existing wood deck including existing stairs and ramp.. Total cost for concrete slab $32,000.00

Not included are any Architect, Engineer, or permit fees. This proposal is only for the work stated above. No other work is included.

Spalling repair to damaged columns to be done in a range between $1,500 to $3,500 based on exploratory work. This work can be added to this contract for the additional cost

We hereby propose to furnish labor and materials – complete in accordance with the above specifications, for the sum of $___36,500.00____________.

Payment schedule. The Owner shall make the remaining payments upon request of the Contractor in accordance of the following schedule:

1. $15,000.00 due upon contract signing

2. $15,000.00 due upon completion of demo

3. $6,500.00 Final payment due upon completion of all above stated work.

All material is guaranteed to be as specified. All work to be completed in a work-man-like manner according to standard practices. Any alteration or deviation from above specifications involving extra costs, will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. This proposal subject to acceptance within ______30______ days and is void thereafter at the option of the undersigned. Authorized Signature: _Jonathan Lindmar_________________

ACCEPTANCE OF Contract
The above prices, specifications and conditions are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

ACCEPTED:

Date:____ Signature:____

Work will take about 3 weeks to complete from commencement date

Council Communication

To: Mayor and Village Council
From: Megan Rumbaugh, Floodplain/CRS Coordinator, Sheila Denoncourt, Acting Village Manager/Chief Building Official
Date: March 18, 2025
SUBJECT: **Resolution Approving a Three (3) Year Statement of Work with Forerunner Industries, Inc. TAB 11**

Background:
Islamorada, Village of Islands (the "Village") received a complimentary Forerunner Industries, Inc. floodplain software demo in February and March 2024. On March 13, 2024 the Village and Forerunner entered into a Master Services Agreement (Exhibit "B") (the "Contract") and one (1) year Statement of Work No. 1, effective April 1, 2024 and ending March 30, 2025, with a total value of $24,000.00.

The Village used April to upload Elevation Certificates and familiarize itself with the software before its public release on May 1, 2024.

Statement of Work No. 2 (Exhibit "A") outlines a three (3)-year agreement with Forerunner from 2025 to 2028, which will reference the underlying Contract (Exhibit "B") currently in effect.

Forerunner works with 50 communities in Florida (including FDEM, Key West and Monroe County), and 130 communities nationwide.

Analysis:
The software allows Islamorada to store all FEMA flood data in one centralized location. Each property in our community has a unique public profile that can be used by homeowners, contractors, insurance agents, realtors, and others to review the property's available flood data. The Village is continuously adding new data to Forerunner to display current data on all parcels. The more documents the software stores, the more compliance data the Village can analyze.

From the public perspective, Forerunner enables residents to search for a property by address to find its flood zone, Base Flood Elevation (BFE), Design Flood Elevation (DFE), elevation certificate, important flood compliance-related warnings, and more. Also, the "Get Help" feature allows users to directly contact the Floodplain Manager.

Some other features that Forerunner provides include:

- **Disaster Assessment Data Management**: During a disaster, communities report to the Florida Division of Emergency Management (FDEM) and Monroe County, both of which have partnered with Forerunner. The software allows multiple users to collect data both online and offline on mobile devices during disaster events. This will enable us to provide the necessary documentation in the event of a hurricane or other disaster.

- **Elevation Certificate Management**: Forerunner includes automated error detection as a second line of defense. The Village must maintain 90% accuracy to participate in the Community Rating System (CRS) program.

- **Internal Document Management**: This includes managing final and under-construction elevation certificates, nonconversion agreements, floodproofing certificates, V-zone certificates, and more.

- **Activity Tracking**: Forerunner tracks substantial improvement and damage activities to ensure compliance and accurate reporting.

- **Custom Inspections**: The software supports conducting inspections with custom forms and provides the option to include photos or videos.

- **Property Communication Log**: This log is required for CRS points and also aids in the effective management of properties.

- **Customization and Networking Options**: Forerunner offers the ability to customize features, access to consultants, and opportunities for networking with other communities.

Budget Impact:
In 2024, with the understanding that Forerunner would increase the cost of the annual license, the Building Department budgeted $28,000.00 for the 2025 to 2026 period. Entering into a three (3) year agreement saves the Village $4,000.00 for year 1, plus $2,560.00 for paying year 2 and 3 together, with a total savings of $6,560.00.

The Village will pay $24,900.00 for year 1 during the 2025-2026 period and $51,680 for year 2 and 3 during the 2026-2028 period. The total cost of this three-year agreement is $76,580.00.

Staff Impact:
The Village Staff will receive five (5) additional users, bringing the total to ten (10) users. During a disaster, unlimited users may be temporarily added at no extra cost to assist with completing preliminary damage assessments. Additionally, Forerunner is expanding its services as a resiliency platform. The Sustainability and Vulnerability Coordinator will also directly benefit from the software and services offered by Forerunner.

Recommendation:
It is recommended that the Village Council adopt the attached Resolution, thereby approving the Statement of Work of the Forerunner software.

Attachments:
1. Resolution
2. Islamorada SOW #2 (Exhibit A)
3. Contract / Agreement 2024_03_12 (Exhibit B)

RESOLUTION NO. 25-

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING STATEMENT OF WORK AGREEMENT NO 2.0 WITH FORERUNNER INDUSTRIES, INC. TO PROVIDE FLOODPLAIN MANAGEMENT AND RESILIENCY SOFTWARE; AUTHORIZING VILLAGE OFFICIALS TO IMPLEMENT THE TERMS AND CONDITIONS OF THE AGREEMENT; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE WORK AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, Islamorada, Village of Islands (the "Village") currently has an underlying Master Service Agreement (the "Contract") (Exhibit "B") with Forerunner effective on April 1, 2024. The three (3) year hybrid pay Statement of Work (SOW) No. 2 (Exhibit "A") adopts and incorporates the terms and conditions of the Contract (Exhibit "B"); and

WHEREAS, Forerunner Industries, Inc. has submitted a SOW (Exhibit "A"), for the term of three (3) years, effective date April 1, 2025 to March 31, 2026 for $24,900.000 and April 1, 2026 to March 31, 2028 for $51,680.00; and

WHEREAS, the Floodplain Management software includes:

Accounts for up to ten (10) users

Disaster assessment management

Elevation Certificate management including automated error detection

Internal document management

Activity tracking Substantial Improvement and Damage tracking

Mapping

Property communication log

Public access to property profiles with flood risk information and Elevation Certificates

Customization and Consulting; and

WHEREAS, Village staff has identified the Building Service Special Fund as the appropriate funding source for this project; and

WHEREAS, the Village Council of Islamorada, Village of Islands (the "Village Council"), has determined that approval of the Statement of Work Forerunner Industries, Inc. is in the best interest of the Village and its residents.

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

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

Section 2. **Approval of Work Authorization.** The Village Council hereby approves Statement of Work No. 2.0 with Forerunner Industries, Inc, attached as Exhibit "A," for completion of the Project.

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

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

<u>Section 5</u>. **<u>Effective Date</u>.** 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 Friedman ____
Councilwoman Deb Gillis ____
Councilwoman Anna Richards ____

PASSED AND ADOPTED ON THIS ___ DAY OF ______________, 2025.

____
SHARON MAHONEY, MAYOR

ATTEST:

____
MARNE MCGRATH, VILLAGE CLERK

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

____
JOHN J. QUICK, VILLAGE ATTORNEY

Statement of Work No. 2

This Statement of Work No. [2] (“**SOW**”), effective as of 4/1/2025 (the “**SOW Effective Date**”), is entered into between Forerunner Industries, Inc., a Delaware corporation (“**Forerunner**”), and the Village of Islamorada, a municipal corporation of the State of Florida (“**Customer**”). This SOW adopts and incorporates by reference the terms and conditions of the Master Services Agreement (**"MSA"**), entered into by Forerunner and Customer on 4/1/2024. Capitalized terms used but not defined in this SOW shall have the meanings set out in the MSA.

Customer Information

Customer Name: Islamorada, FL
Customer Address: 86800 Oversees Highway, Islamorada, FL 33036
Customer Contact Name: Sheila Denoncourt
Contact Email: sheila.denoncourt@islamorada.fl.us
Contact Phone: 305-664-6400

Billing Contact Name:
Billing Contact Email:
Payment Type (Ex. ACH, Check):
Purchase order signature necessary? (Y/N):

Initial Term

Three (3) Year

Fees

Items	Cost	
Forerunner License	April 1, 2025 - March 31, 2026	$24,900
	April 1, 2026 - March 31, 2028	$51,680

Payment Terms

Forerunner’s may be renewed for additional periods, subject to written agreement of both parties. As described in the Agreement, all amounts due shall be payable within 30 days after invoice is received by Customer.

Description of Forerunner Software and Services

1. **Software and Services**. Forerunner will provide the following software and services to the Customer:
    a. **Data Extraction.** Forerunner will extract select fields ("Extracted Data") from Customer's archived and incoming Elevation Certificates, subject to the terms and conditions of the Master Services Agreement. List of extracted fields provided to Customer by request.
        i. **Data augmentation.** When available, data extraction will include:
            b. Automated address geocoding, subject to the terms and conditions of the Master Services Agreement.
            c. Automated Elevation Certificate parcel assignment, subject to the terms and conditions of the Master Services Agreement.
            d. FIRM data assignment.
            e. Datum conversion.
    b. **Software.** As part of its ongoing Software offering, Forerunner will provide the following:
        i. Accounts for up to ten (10) users. Additional seats available for added fee.
        ii. Forerunner internal dashboard
            a. Elevation Certificate management.
                i. Internal Elevation Certificate upload.
                ii. Elevation Certificate table with filtering.
                iii. Elevation Certificate download.
            b. Internal document management.
                i. Internal per-property document upload and storage.
            c. Activity tracking.
                i. Activity tracking for internal actions taken in dashboard.
                ii. Per-property comment tracking.
            d. Substantial Improvement and Damage tracking
            e. Mapping.
                i. FIRM map overlay(s) where available.
                ii. Address search.
                iii. Per-property building attribute data, where available.
            f. Automated Elevation Certificate error detection for:
                i. Residential structures only.
                ii. Documents with form dates more recent than 2015.
                iii. Documents with issue dates more recent than Effective FIRM date for location.
            g. Per-property communication log.
                i. Log export.
            h. Dashboard permissions.
                i. Segmented access to dashboard functionality by role type.
                ii. Ability to add new users and set roles.
        iii. Public Website.
            a. Elevation Certificate public search including:
                i. Elevation Certificate table filtering by address, parcel ID, Block, Lot, and more.
                ii. PDF document view.
            b. Public property profiles displaying flood risk information.

        i. Share public profile functionality and communication log tracking on internal dashboard.
    c. Property search by address.

2. **Onboarding.** As part of initial Customer onboarding and implementation, Forerunner will provide Customer with successful transfer of all existing and relevant Customer Materials to Forerunner's database, user login/password provisioning, and onboarding training. Additionally, Forerunner will import and extract Customer's existing Elevation Certificate archive, as made available by Customer, during initial onboarding period. Customer will be responsible for uploading Elevation Certificates to Forerunner after initial onboarding period.

3. **Support.** Forerunner provides a dedicated account manager to the Customer starting at the time of initial onboarding to assist in coordination, troubleshooting, and error identification. Additional trainings are available upon request.

4. **License.** During the Term, Forerunner hereby grants a non-exclusive, non-transferable, non-sub-licensable license to Customer to access and use the Services through the Forerunner Website for Customer's internal purposes and in accordance with the terms and conditions of the Master Services Agreement, to which this Statement of Work is attached and incorporated by reference. Forerunner will be responsible for hosting the Software, and Customer and its Authorized Users will be responsible for obtaining internet connections and other third party software and services necessary for it to access the Software through the Internet. Customer and any of its Authorized Users will be responsible to Forerunner for compliance with the restrictions on use and other terms and conditions of the Master Services Agreement, to which this Statement of Work is attached and incorporated by reference.

5. **Customization and Consulting**.
    a. Customer will notify Forerunner of changes in FIRM data that warrant updates from FEMA's Map Service Center.
    b. Data incorporated into dashboard is obtained from Vendors at Forerunner's discretion. Incorporating additional data sources into the Services may be possible for an additional fee, to be negotiated as needed.
    c. Customization, including the integration of additional map layers and unique exports, and data analysis consulting services are available for an additional fee. Any work or services not outlined in the Master Services Agreement or this Statement of Work will be incorporated in a separate SOW.
    d. To the extent Services involve the development of any customization or configuration of software, all Intellectual Property Rights to such customization or configuration will be solely owned by Forerunner and will be deemed to be included in the definition of Services and licensed to Customer on the terms set forth in the Master Services Agreement, to which this Statement of Work is attached and incorporated by reference.

6. **Termination.** Extracted Data will be made available to Customer for 90 days following the termination of this Statement of Work.

[Signature Page Follows]

Forerunner SOW Signature Page

The parties hereto have executed this STATEMENT OF WORK as of the SOW Effective Date.

Forerunner Industries, Inc.	**Village of Islamorada, FL**
Signed:	Signed:
Name: Susanna Pho	Name:
Title: Chief Operating Officer	Title:
Date:	Date:
Address: 548 Market Street #93531, San Francisco, CA 94104	Address:

FORERUNNER

Master Services Agreement & Statement of Work

Islamorada, FL

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Master Services Agreement

Statement of Work

Master Services Agreement

This Master Services Agreement ("**Agreement**"), effective as of 4/1/2024 ("**MSA Effective Date**"), is entered into between Forerunner Industries, Inc., a Delaware corporation ("**Forerunner**"), and Islamorada, Village of Islands, a municipal corporation of the State of Florida ("**Customer**").

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Definitions.** Defined terms have the meanings set forth in this Paragraph 1. Definitions and elsewhere in this Agreement and any Statement of Work attached to this Agreement and incorporated herein when capitalized. These terms may be read in singular, plural, or an alternative tense as the context requires.
    a. **Affiliate** means, with respect to any entity, any other entity who, directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such entity. The term "control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of an entity, whether through the ownership of voting securities, by contract or otherwise.
    b. **Applicable Law** means, with respect to any party, any federal, state or local statute, law, ordinance, rule, administrative interpretation, regulation, order, writ, injunction, directive, judgment, decree or other requirement of any international, federal, state or local court, administrative agency or commission or other governmental or regulatory authority or instrumentality, domestic or foreign, applicable to such party or any of its properties, assets or business operations and specifically with respect to this Agreement and the obligations of the Customer, the laws of the State of Florida.
    c. **Authorized User** means an Affiliate, employee or independent contractor of Customer (solely to the extent such contractor is providing services to Customer), who has been authorized by Customer to use the Services.
    d. **Confidential Data Sets** means any sets of data or content originally created or developed by Forerunner or the Software, which may include, but is not limited to, sets of data in which Extracted Data is an input, combined or aggregated with, or augmented by other data or content that is not Extracted Data.
    e. **Confidential Information** means, without limitation, business, technical, and/or financial information relating to the Disclosing Party, regardless of the form and whether or not marked or otherwise identified as "Confidential." With respect to Forerunner, Confidential Information also means the Services, Confidential Data Sets, and any and all source code relating thereto, as well as documentation and non-public information or material regarding Forerunner's legal or business affairs, financing, customers, properties or data. With respect to the Customer, Confidential Information means any non-public information or material regarding Customer's legal or business affairs, financing, customers, properties or data. Notwithstanding any of the foregoing, Confidential Information does not include information which is not exempt from Public Records Chapter 119, Florida Statutes and: (i) is or becomes public knowledge without any action by, or involvement of, the party to which the Confidential Information is disclosed (the "Receiving Party"); (ii) is documented as being known to the Receiving Party prior to its disclosure by the other party (the "Disclosing Party"); (iii) is independently developed by the Receiving Party without reference or access to the Confidential Information of the Disclosing Party and it so documents; or (iv) is obtained by the Receiving Party without restrictions on use or disclosure from a third person who did not receive it, directly or indirectly, from the disclosing party.
    f. **Customer Data** shall mean the Customer Materials and Extracted Data, collectively.
    g. **Customer Materials** means all materials and other content provided by Customer to Forerunner to enable the provision of the Services.
    h. **Extracted Data** means all information, data, and other content that is extracted or collected by Forerunner solely from the Customer Materials or otherwise from the Customer through the Services and is not combined or aggregated with or augmented by data or content that is not Extracted Data.
    i. **Forerunner Intellectual Property** means:

1. The Software used by Forerunner to provide the Services, including all Updates, revisions, derivatives, improvements and modifications thereto.
2. The hardware, software, databases, networks, cloud or other hosted solutions, or other information technology infrastructure used by or on behalf of Forerunner in performing the Services (the "**Forerunner Information Technology Infrastructure**").
3. Any other technology, data (whether encrypted or unencrypted), reports, documents, manuals, instructions or other materials or deliverables that Forerunner creates, derives from, provides or uses in connection with the Services, and, any other information or materials that otherwise comprise or relate to the Services, including but not limited to any Confidential Data Sets.
4. Any models, analyses, analytics, algorithms, and machine learning applications created or developed by Forerunner that incorporate, in whole or in part, the Confidential Data Sets and/or Extracted Data.
5. Any other technology, data (whether encrypted or unencrypted), reports, documents, manuals, instructions or other materials or deliverables that Forerunner provides in connection with the Services designates as confidential, proprietary or trade secret information and/or as exempt from public disclosure.

j. **Forerunner Representatives** mean Forerunner's employees, officers, directors, agents, independent contractors, service providers, subcontractors.

k. **Integration Agreement** means the agreement, if applicable, governing any integrations with Third Party Applications.

l. **Intellectual Property Rights** means all intellectual and industrial property rights, whether now existing or existing in the future, including without limitation, (i) all patent rights, including any rights in pending patent applications and any related rights; (ii) all copyrights and other related rights throughout the world in works of authorship, including all registrations and applications therefor; (iii) all trademarks, service marks, trade dress or other proprietary trade designations, including all registrations and applications therefor (iv) all rights throughout the world to proprietary know-how, trade secrets and other confidential information, whether arising by law or pursuant to any contractual obligation of non-disclosure; and (v) all other rights covering industrial or intellectual property recognized in any jurisdiction.

m. **Services** means the services provided or required to be provided according to this Agreement, as well as any Statements of Work attached to this Agreement and incorporated by reference.

n. **Software** means Forerunner's computer software and all Updates made available by Forerunner to Customer under this Agreement, including Confidential Data Sets.

o. **Statement of Work (SOW)** means a detailed plan of work to be agreed by the Parties in conjunction with this Agreement.

p. **Term** means the Initial Term and any Renewal Terms.

q. **Third Party Provider** means third parties, including other Vendors, state agencies and local agencies that control products and/or databases with which Forerunner Services are to be interfaced and whose engagement has been pre-approved by Forerunner. Before engaging with a Third Party Provider, Customer agrees to obtain prior approval by Forerunner.

r. **Updates** means any and all new releases, new versions, patches and other updates for the Services that Forerunner makes generally available without additional charge to other customers of its Services.

s. **Vendors** means third parties with whom Forerunner contracts to provide components of the Services and includes without limitation, Amazon Web Services (for platform hosting) and Google (for Google Maps).

2. **Forerunner Software Services.**

a. Subject to this Agreement, Forerunner will use commercially reasonable efforts to provide the Forerunner Services described in the Statement of Work attached to this Agreement and incorporated herein by reference, and in any additional SOWs that may be entered into by the parties from time to time and which incorporate this Agreement by reference (collectively, the "Services").

b. Forerunner may make changes or updates to the Services that it deems necessary or useful to: (a) maintain or enhance the quality, delivery, cost efficiency or performance of the Services; and/or (b) comply with any Applicable Law, statute, regulation or other governmental rule or requirement ("Law").

c. Forerunner may also make other changes and updates as it deems necessary, provided that such changes do not materially derogate the overall quality of the Services. Forerunner does not guarantee that the Services are or will remain compatible with any particular third party software or equipment, and may, upon written notice, terminate its support for any software or equipment that Forerunner determines is incompatible with the operation of the Services.

d. Other than with respect to reasonable costs incurred to provide updated versions of Forerunner Services, all Updates or updated versions provided by Forerunner during the Term of this Agreement are deemed part of the Services and are subject to all applicable terms and conditions in this Agreement. Customer agrees to pay for reasonable costs, if any, incurred to achieve compliance with laws, statutes, regulations, and/or other governmental rules.

e. The parties acknowledge and agree that Forerunner may engage Vendors to perform Services. Vendors will be subject to provisions detailed in this Master Services Agreement and any Statement of Work attached and incorporated by reference.

3. **Customer Responsibilities; Restrictions; and Suspension.**

a. **Responsibilities.** Customer will be responsible for and is required to obtain and maintain an information technology infrastructure necessary to connect to, access, or otherwise use the Services, including, without limitation, hardware, software, operating systems, networks, databases, and web servers and/or any other information technology infrastructures necessary to connect to, access, or otherwise use the Services. However, notwithstanding any provision herein, nothing in this Agreement and any Statement of Work attached shall require Customer to fail to comply with all applicable records retention requirements and public records laws.

b. **In addition, Customer shall:**

i. Have sole responsibility for the accuracy; legality; and rights to use, obtain, and share with Forerunner all Customer Materials and any data or information contained therein.

ii. Ensure that its Authorized Users shall securely manage their respective password(s) for access to the Service and any user IDs, passwords, and other access credentials for the Services are kept strictly confidential and not shared with any unauthorized person.

iii. Promptly notify Forerunner of any breach of security or unauthorized use of its account.

iv. Comply with all applicable local, state, federal and foreign laws in using the Services.

c. **Restrictions.**

i. As a condition to receiving the Services, and in addition to any other obligations set forth in a properly executed SOW, Customer may only use the Services in furtherance of its internal government operations, and not for the use by, or benefit of, any third party.

ii. Customer shall use the Services solely for itself and its Affiliates' government purposes as contemplated by this Agreement for itself and its Affiliates.

iii. Customer shall not license, sell, resell, lease, transfer, distribute, or otherwise commercially exploit or make the Services or Forerunner Intellectual Property available to any third party.

iv. Customer shall not modify, translate or create derivative works based on the Services or Forerunner Intellectual Property.

v. Customer shall not alter or remove any proprietary rights, notices or marks in the Services or Forerunner Intellectual Property, or use the Services or Forerunner Intellectual Property in any way or for any purpose that infringes, misappropriates or otherwise violates any Intellectual Property Rights or other right of Forerunner and/or any third party.

vi. Customer shall not send via the Services, or store within the Services, any unlawful, offensive or tortious material, including, without limitation, hate speech or discriminatory content.

vii. Customer shall not imitate or impersonate another person, or his, her or its email or other address or contact information.

viii. Customer shall not create false accounts for the purposes of sending unsolicited messages (spam).

ix. Customer shall not send messages to individuals who have asked not to receive future messages from Customer (opted out).

x. Customer shall not send, upload to, or store within the Services any viruses, worms, time bombs, Trojan horses and/or any other harmful or malicious codes, files, scripts, agents or programs.

xi. Customer shall not interfere with, or disrupt, the integrity or performance of the Services or the data contained therein.

xii. Customer shall not attempt to gain unauthorized access to the Services or its related systems or networks.

xiii. Customer shall not use the Services in any fraudulent, harmful or misleading way or in any other way that violates any Applicable Law.

d. **Suspension.** Any use of the Services by Customer or its Authorized Users that, in Forerunner's reasonable judgment, imminently threatens the security, stability, integrity or availability of the Services, or otherwise harms other customers or third parties, may result in immediate suspension of the Services. Forerunner, however, will use commercially reasonable efforts under the circumstances to notify Customer in advance of such suspension and provide Customer with an opportunity to correct its usage prior to any such suspension. Forerunner will have no liability for any such suspension made in good faith. Additionally, unless this Agreement has been terminated, Forerunner will cooperate with Customer to restore access to the Services once it verifies that Customer has resolved the condition requiring suspension.

4. **Fees; Payment Terms; Taxes; Customer Acknowledgement**. Customer will pay Forerunner the fees described in any SOW attached to this Agreement for the applicable Services in accordance with the terms therein (the "**Fees**").

   a. **Fees.** Except as otherwise may be specified herein or in any SOW attached to this Agreement:

      i. Fees are based on the Services purchased.

      ii. Payment obligations are non-cancelable.

      iii. Fees paid for services rendered are non-refundable.

      iv. OR [Upon the expiration of the Term, the Annual Fee for any subsequent renewal Term shall be subject to Forerunner's sole discretion and based on, among other factors, software enhancements that Forerunner has made or anticipates making to the Services, security and other updates to the Services, but at least a 10% increase over the prior Term's Annual Fee.]

   b. **Payment Terms.**

      i. All amounts due for this Agreement and any SOW's attached to this Agreement shall be paid within thirty (30) days after invoice is received by Customer.

      ii. Forerunner reserves the right to charge, and Customer agrees to pay, a late charge equal to one and one half percent (1.5%) per month on any amount that is unpaid on such amount's due date, and on any other outstanding balance.

      iii. Customer will pay all amounts due under this Agreement without setoff, deduction, recoupment or withholding of any kind, for amounts owed or payable by Forerunner whether under this Agreement, Applicable Law or otherwise and whether relating to Forerunner's breach, bankruptcy or otherwise.

   c. **Taxes.** Customer will be responsible for all taxes associated with Services.

   d. **Customer Acknowledgement.** Customer acknowledges and agrees that although the Services may include legal-related information, no recommendations are being made by Forerunner regarding Customer's legal or other decisions related to any agreements, forms or related advice. Customer acknowledges that no Services provided by Forerunner constitutes investment, accounting, tax, or legal advice. Planning decisions made by Customer using Forerunner deliverables are done at the sole discretion and risk of the Customer and Forerunner is not responsible for the outcomes of any decisions.

5. **Term; Termination.**

   a. **Term**. This Agreement is effective as of the MSA Effective Date and will continue thereafter for the Term specified in any SOW attached to this Agreement (the "**Initial Term**"), unless earlier terminated.

   b. **Renewal.** This Agreement may be renewed for additional periods, subject to written agreement of both parties.

c. **Termination.**

   i. Forerunner may terminate this Agreement in the event of a breach by Customer of any term or condition of this Agreement upon ten (10) days prior written notice (written notice includes an e-mail to the e-mail address provided by the Customer).

   ii. In addition, Forerunner may terminate this Agreement immediately if the Customer becomes insolvent, files for bankruptcy or is adjudged to bankruptcy proceedings.

   iii. Forerunner may also terminate this Agreement under other reasonable circumstances with thirty (30) days prior written notice, provided that Forerunner shall refund any pre-paid fees for the Term (pro-rated based on the number of days that have elapsed from the MSA Effective Date through the effective date of termination).

   iv. Customer may terminate this Agreement for convenience or cause with thirty (30) days prior written notice.

   v. **Effect of Expiration of Term; Termination; Survival.** Upon expiration of Term or earlier termination:

      1. The Services will terminate and each party will cease use of the other party's Confidential Information.
      2. Customer will pay Forerunner any remaining balance of the fees in full for the Services up to and including the last day on which the Services are provided.
      3. Forerunner may, but is not obligated to, delete stored Customer Materials.
      4. All sections of this Agreement which by their nature should survive termination will survive termination, including, without limitation, accrued rights to payment, perpetual licenses granted by Customer, confidentiality obligations, warranty disclaimers, and limitations of liability.

6. **Intellectual Property and Ownership.**

   a. **Forerunner Intellectual Property.**

      i. All right, title and interest in, and to, the Services and the Forerunner Intellectual Property are and will remain with Forerunner and its licensors, if any, subject only to the Limited License granted to Customer in the next paragraph **"Limited License."**

      ii. **Limited License.** Forerunner grants Customer a revocable, non-exclusive, non-transferable, non-sub-licensable license to use the Services and Forerunner Intellectual Property during the Term solely in furtherance of Customer's internal government operations and not for the use by, or benefit of, any third party.

   b. **Customer Data.**

      i. Other than as provided in this Agreement, Forerunner acknowledges and agrees that Customer will own all rights to, title in, and interest in Customer Data, and Forerunner will provide copies of Customer Data to Customer upon Customer's request. Customer grants Forerunner a perpetual, irrevocable, worldwide, royalty-free right and license to use Customer Data for business or commercial purposes including, but without limit to, performing the Services and exercising its rights hereunder, improving and enhancing the Services or other Forerunner services or offerings, and preparing reports and other interpretation of trends for analysis, analytics, marketing purposes; developing algorithms, creating or developing Confidential Data Sets, data applications or analytical programs; and for machine learning applications, whether or not in connection with the Services.

7. **Publicity and Marketing.** The parties agree that:

   a. Forerunner may include Customer's name and logo in its customer lists and on its website.

   b. Forerunner may issue communications, such as press releases, case studies, and testimonials that reference the relationship between Customer and Forerunner and the manner in which Customer is using the Forerunner solution.

   c. Customer will use reasonable efforts to act as a reference for Forerunner.

   d. Forerunner shall coordinate its efforts with appropriate communications personnel in Customer's organization to secure approval of any such published materials.

8. **Confidential Information.**
    a. Each party as the "**Recipient**" understands that the other party as the "**Disclosing Party**" has disclosed or may disclose nonpublic, confidential or proprietary information relating to the Disclosing Party's business. In addition to all descriptions of Confidential Information in this Agreement, Confidential Information does not include information that:
        i. Was rightfully known to the Recipient prior to such information being disclosed or made available to it in connection with this Agreement.
        ii. Was or becomes generally known by the public other than by the Recipient's or Representative's noncompliance with this Agreement.
        iii. Was or is received by the Recipient on a non-confidential basis from a third party that was not or is not, at the time of such receipt, under any obligation to maintain its confidentiality.
        iv. Is not exempt from Chapter 119, Florida Statutes as a Public Record.
    b. As a condition to being provided with access to Confidential Information, Recipient agrees that it will:
        i. Not access or use Confidential Information other than as necessary to exercise its rights or perform its obligations under and in accordance with this Agreement.
        ii. Not disclose or permit access to Confidential Information other than to its Authorized Users, who need to know such Confidential Information for purposes of the Recipient's exercise of its rights or performance of its obligations under this Agreement and are bound by confidentiality obligations no less restrictive than those set forth herein, or to a third party if the Recipient is compelled by Applicable Law pursuant to a lawful court order or judicial subpoena (but in no event will the Recipient voluntarily provide any Confidential Information to any third party, whether governmental or otherwise).
        iii. Safeguard the Confidential Information from unauthorized use, access or disclosure using at least the degree of care it uses to protect its similarly sensitive information and in no event less than a reasonable degree of care.

9. **Representations and Warranties.**
    a. **Customer.**
        i. Customer represents and warrants that Customer owns or otherwise has and will have the necessary rights and consents in and relating to the Customer Materials so that, as received by Forerunner and processed in accordance with this Agreement, they do not and will not infringe, misappropriate, or otherwise violate any Intellectual Property Rights, or any privacy or other rights of any third party or knowingly violate any Applicable Law.
        ii. Customer further represents and warrants that it will ensure that all Authorized Users will:
            1. Safeguard the Services and only use the Services in accordance with the terms and conditions set forth herein and not in any manner prohibited by this Agreement.
            2. Not use the Services or any Forerunner Intellectual Property in a manner or for any purpose that infringes, misappropriates or otherwise violates any law or Intellectual Property Right of Forerunner or other third party.
            3. Use the Services in compliance with all Applicable Laws.
    b. **Forerunner.** Forerunner represents and warrants to Customer that it will:
        i. Perform the Services using personnel of required skill, experience and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services.
        ii. Devote reasonably adequate resources to maintain the Services in a manner that minimizes errors and interruptions.
        iii. Employ commercially reasonable security measures in accordance with applicable industry practice in connection with its collection, storage and processing of Customer Materials.
        iv. Notwithstanding the foregoing, Forerunner will not incur any obligation or liability if the Services are unavailable:

1. For scheduled maintenance.
2. As a result of any satellite, broadband or network connectivity issues, interruptions or failures.
3. As a result of any other circumstances beyond Forerunner's reasonable control, including, without limitation:
   a. Customer's negligence or failure to use the Services properly or in accordance with the terms and conditions of this Agreement;
   b. Customer's use of the Services in a modified form, or Customer's use of the Services in connection or combination with any third party software or hardware;
   c. When Forerunner suspends the Services where it determines in its sole discretion that any data collection, processing, or transferring would be restricted or prohibited by Applicable Law;
   d. When Forerunner suspends or terminates Customer's access to the Services due to its good faith belief that Customer is involved in any type of fraudulent, misleading or unlawful activity relating to or in connection with any of the Services, or has otherwise failed to comply with the terms and conditions of this Agreement; and/or
   e. Where Forerunner receives a judicial or other governmental order, subpoena or similar request that expressly or by reasonable implication requires Forerunner to suspend or terminate the Services.

10. **Disclaimer of Warranties.**
    a. Forerunner does not warrant that the Services will be uninterrupted or error free or be compatible with any other goods, services, or technologies.
    b. Forerunner does not make any warranty as to the data, reports, or results that may be obtained from use of the services, including the completeness or accuracy of such data, reports or results, including geocoding or data extraction, except as expressly set forth in this section.
    c. The Services are provided "AS IS" and Forerunner disclaims all warranties, express or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose and non-infringement.

11. **Indemnification**. Customer (the "**Indemnifying Party**"), to the extent permitted by law, shall indemnify, defend and hold harmless Forerunner and its officers, directors, employees, agents, successors and assigns (collectively, the "**Indemnified Party**") against all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs or expenses of whatever kind, including reasonable attorney fees and the costs of enforcing any right to indemnification under this Agreement ("**Losses**"), arising out of or resulting from any third-party claim, suit, action or proceeding ("**Action**") arising out of, relating to or resulting from its:
    a. Breach of any representation, warranty, covenant or obligation under this Agreement.
    b. Use of the Services in a manner not authorized by this Agreement.
    c. Gross negligence, willful misconduct or fraud in connection with the performance of its obligations under this Agreement.
    d. The Indemnified Party will promptly notify the Indemnifying Party of the existence of any Action giving rise to a claim for indemnification under this section and will give the Indemnifying Party a reasonable opportunity to defend the same at its own expense and with its own counsel, provided that the Indemnified Party will at all times have the right to participate in such defense at its own expense.

12. **Limitation of Liability.**
    a. **Limitation of Liability.** In no event will Forerunner be liable to Customer or to any third party under, or in, connection with this agreement under any legal or equitable theory, including breach of contract, tort (including negligence), strict liability and/or otherwise, for:
    i. Any loss of revenue or profit.
    ii. Cost of replacement goods or services.

iii. Loss of goodwill or reputation.
iv. Loss, damage, or corruption of any Customer Materials or reports provided as part of the Services.
v. Losses caused by, or resulting from, any action, conclusion, decision or omission based on any data or reports provided as part of the Services.
vi. Damage or losses caused by any third party materials used in connection with the services.
vii. For any consequential, incidental, indirect, exemplary, special, enhanced or punitive damages, regardless of whether such party was advised of the possibility of such losses or damages were otherwise foreseeable.

b. **Limitation of Aggregate Liability.** In no event will the aggregate liability of Forerunner in connection with this Agreement under any legal or equitable theory exceed the fees paid or payable by Customer to Forerunner in the twelve months preceding the action. In no event will the aggregate liability of Customer in connection with the Agreement exceed the limits set forth in Section 768.28, Florida Statutes, as if those limits applied to contractual obligations.

13. **Court Litigation.** In any claim, objection, or dispute arising out of the terms of this Agreement, the parties shall submit to the personal jurisdiction of the federal and state courts located in Monroe County, Florida..

14. **Notices.** All notices under this Agreement will be provided in writing to the addresses set forth on the signature page and will be deemed to have been duly given when received as follows:
    a. Personally delivered.
    b. When receipt is confirmed by recipient and/or by email delivery notification if transmitted by facsimile or e-mail.
    c. The day after it is sent, if sent for next day delivery by recognized overnight delivery service.
    d. Upon receipt, if sent by certified or registered mail, return receipt requested.

15. **Miscellaneous**.
    a. This Agreement is for the sole benefit of the parties hereto and their respective permitted successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer on any other third party any legal or equitable right, benefit or remedy of any nature whatsoever under, or by reason of this Agreement.
    b. This Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement.
    c. In the event a conflict between this Agreement and a SOW arises, this Agreement will control, unless otherwise expressly provided in the SOW.
    d. The parties agree that all waivers and modifications must be in a writing signed by both parties,.
    e. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.
    f. All remedies for breach of this Agreement are cumulative, and may be exercised concurrently or separately, and the exercise of any one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.
    g. The titles and headings contained in this Agreement are for reference purposes only and shall not in any manner limit the construction or interpretation of this Agreement.
    h. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable.
    i. Except as otherwise provided in this Agreement, neither party may assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of the other party; provided, that Forerunner may assign any of its rights or delegate any of its duties under this Agreement without

any prior written consent of Customer if such assignment or delegation is to a successor by consolidation, merger or operation of law or to a purchaser of all or substantially all of its assets.

j. No agency, partnership, joint venture, or employment is created as a result of this Agreement and Customer does not have any authority of any kind to bind Forerunner in any respect whatsoever.

k. Except with respect to failure to pay any amount due under this Agreement, nonperformance of either party will be excused to the extent that performance is rendered impossible by strike, fire, flood, governmental acts that are not caused by or within the control of the nonperforming party, orders or restrictions, failure of suppliers, or any other reason where failure to perform is beyond the control and not caused by the negligence of the non-performing party.

l. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorneys' fees.

m. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement.

n. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

o. IN THE EVENT OF ANY LITIGATION ARISING OUT OF THIS AGREEMENT, EACH PARTY HEREBY KNOWINGLY, IRREVOCABLY, VOLUNTARILY AND INTENTIONALLY WAIVES ITS RIGHT TO TRIAL BY JURY.

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

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

    ii. Provide the public with access to such public records on the same terms and conditions that the Contractor 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;

    iii. 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

    iv. Meet all requirements for retaining public records and transfer to Contractor, 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 FORERUNNER 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.

q. <u>**Public Entity Crimes Affidavit**</u>. Forerunner shall comply with Section 287.133, Florida Statutes (Public Entity Crimes Statute), notification of which is hereby incorporated herein by reference, including execution of any required affidavit.

r. <u>**Scrutinized Companies.**</u>

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

ii. If this Agreement is for more than one million dollars, Forerunner certifies that it and its sub-consultants 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 Contractor may immediately terminate this Agreement at its sole option if Forerunner, its affiliates, or its sub-consultants are found to have submitted a false certification; or if Forerunner, its affiliates, or its sub-consultants 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.

iii. Forerunner agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.

iv. 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.

s. E-Verify Affidavit. In accordance with Section 448.095, Florida Statutes, the Contractor requires all parties doing business with the Contractor to register with and use the E-Verify system to verify the work authorization status of all newly hired employees. The Contractor will not enter into a contract unless each party to the contract registers with and uses the E-Verify system. The contracting entity must provide of its proof of enrollment in E-Verify. For instructions on how to provide proof of the contracting entity's participation/enrollment in E-Verify, please visit: https://www.e-verify.gov/faq/how-do-i-provide-proof-of-my-participationenrollment-in-e-verify. By entering into this Agreement, the Forerunner acknowledges that it has read Section 448.095, Florida Statutes; will comply with the E-Verify requirements imposed by Section 448.095, Florida Statutes, including but not limited to obtaining E-Verify affidavits from subcontractors; and has executed the required affidavit attached hereto and incorporated herein.

[Signature Page Follows]

Forerunner MSA Signature Page

IN WITNESS WHEREOF, the parties hereto have executed this Master Services Agreement as of the MSA Effective Date.

Forerunner Industries, Inc.

Signed:

Name: Susanna Pho

Title: Chief Operating Officer

Date: 03-06-24

Address: 548 Market Street #93531,
San Francisco, CA 94104

Village of Islamorada, FL

Signed:

Name: KIMBERLY Matthews

Title: Acting Village Manager

Date: 3/12/24

Address:

Statement of Work No. 1

This Statement of Work No. [1] ("**SOW**"), effective as of 4/1/2024 (the "**SOW Effective Date**"), is entered into between Forerunner Industries, Inc., a Delaware corporation ("**Forerunner**"), and the Village of Islamorada, a municipal corporation of the State of Florida ("**Customer**"). This SOW adopts and incorporates by reference the terms and conditions of the Master Services Agreement ("**MSA**"), entered into by Forerunner and Customer on 4/1/2024. Capitalized terms used but not defined in this SOW shall have the meanings set out in the MSA.

Customer Information

Customer Name: Islamorada, FL
Customer Address: 86800 Oversees Highway, Islamorada, FL 33036
Customer Contact Name: Sheila Denoncourt
Contact Email: sheila.denoncourt@islamorada.fl.us
Contact Phone: 305-664-6400

Billing Contact Name:
Billing Contact Email:
Payment Type (Ex. ACH, Check):
Purchase order signature necessary? (Y/N):

Initial Term

One (1) Year

Fees

Item	Type	Cost
Forerunner Annual License	Yearly	$24,000
~~**One-time Set-up**~~ *Waived if signed by 3/30/2024*	~~One-Time~~	~~$10,000~~
Repetitive Loss Data Module *Waived for Year 1 if signed by 3/30/2024*	Yearly	$4,800

Payment Terms

Forerunner's may be renewed for additional periods, subject to written agreement of both parties. As described in the Agreement, all amounts due shall be payable within 30 days after invoice is received by Customer.

Description of Forerunner Software and Services

1. **Software and Services.** Forerunner will provide the following software and services to the Customer:
   a. **Data Extraction.** Forerunner will extract select fields ("Extracted Data") from Customer's archived and incoming Elevation Certificates, subject to the terms and conditions of the Master Services Agreement. List of extracted fields provided to Customer by request.
      i. **Data augmentation.** When available, data extraction will include:
         b. Automated address geocoding, subject to the terms and conditions of the Master Services Agreement.
         c. Automated Elevation Certificate parcel assignment, subject to the terms and conditions of the Master Services Agreement.
         d. FIRM data assignment.
         e. Datum conversion.
   b. **Software.** As part of its ongoing Software offering, Forerunner will provide the following:
      i. Accounts for up to ten (10) users. Additional seats available for added fee.
      ii. Forerunner internal dashboard
         a. Elevation Certificate management.
            i. Internal Elevation Certificate upload.
            ii. Elevation Certificate table with filtering.
            iii. Elevation Certificate download.
         b. Internal document management.
            i. Internal per-property document upload and storage.
         c. Activity tracking.
            i. Activity tracking for internal actions taken in dashboard.
            ii. Per-property comment tracking.
         d. Substantial Improvement and Damage tracking
         e. Mapping.
            i. FIRM map overlay(s) where available.
            ii. Address search.
            iii. Per-property building attribute data, where available.
         f. Automated Elevation Certificate error detection for:
            i. Residential structures only.
            ii. Documents with form dates more recent than 2015.
            iii. Documents with issue dates more recent than Effective FIRM date for location.
         g. Per-property communication log.
            i. Log export.
         h. Dashboard permissions.
            i. Segmented access to dashboard functionality by role type.
            ii. Ability to add new users and set roles.
      iii. Public Website.
         a. Elevation Certificate public search including:
            i. Elevation Certificate table filtering by address, parcel ID, Block, Lot, and more.
            ii. PDF document view.
         b. Public property profiles displaying flood risk information.

i. Share public profile functionality and communication log tracking on internal dashboard.

c. Property search by address.

iv. Repetitive Loss Data Module

a. Yearly import of Customer's repetitive loss data, as provided by Customer.
b. Advanced user role/permissions and access logging.
c. Forerunner has implemented commercially reasonable measures designed to protect Repetitive Loss Data. Upon import, Repetitive Loss Data is scrambled in staging and local development environments. Forerunner also provides features that allow Customer to limit access to Repetitive Loss Data to authorized personnel.

2. **Onboarding.** As part of initial Customer onboarding and implementation, Forerunner will provide Customer with successful transfer of all existing and relevant Customer Materials to Forerunner's database, user login/password provisioning, and onboarding training. Additionally, Forerunner will import and extract Customer's existing Elevation Certificate archive, as made available by Customer, during initial onboarding period. Customer will be responsible for uploading Elevation Certificates to Forerunner after initial onboarding period.

3. **Support.** Forerunner provides a dedicated account manager to the Customer starting at the time of initial onboarding to assist in coordination, troubleshooting, and error identification. Additional trainings are available upon request.

4. **License.** During the Term, Forerunner hereby grants a non-exclusive, non-transferable, non-sub-licensable license to Customer to access and use the Services through the Forerunner Website for Customer's internal purposes and in accordance with the terms and conditions of the Master Services Agreement, to which this Statement of Work is attached and incorporated by reference. Forerunner will be responsible for hosting the Software, and Customer and its Authorized Users will be responsible for obtaining internet connections and other third party software and services necessary for it to access the Software through the Internet. Customer and any of its Authorized Users will be responsible to Forerunner for compliance with the restrictions on use and other terms and conditions of the Master Services Agreement, to which this Statement of Work is attached and incorporated by reference.

5. **Customization and Consulting.**
   a. Customer will notify Forerunner of changes in FIRM data that warrant updates from FEMA's Map Service Center.
   b. Data incorporated into dashboard is obtained from Vendors at Forerunner's discretion. Incorporating additional data sources into the Services may be possible for an additional fee, to be negotiated as needed.
   c. Customization, including the integration of additional map layers and unique exports, and data analysis consulting services are available for an additional fee. Any work or services not outlined in the Master Services Agreement or this Statement of Work will be incorporated in a separate SOW.
   d. To the extent Services involve the development of any customization or configuration of software, all Intellectual Property Rights to such customization or configuration will be solely owned by Forerunner and will be deemed to be included in the definition of Services and licensed to Customer on the terms set forth in the Master Services Agreement, to which this Statement of Work is attached and incorporated by reference.

6. **Termination.** Extracted Data will be made available to Customer for 90 days following the termination of this Statement of Work.

[Signature Page Follows]

4

Forerunner SOW Signature Page

The parties hereto have executed this STATEMENT OF WORK as of the SOW Effective Date.

Forerunner Industries, Inc.

Signed: Pho

Name: Susanna Pho

Title: Chief Operating Officer

Date: 03-06-24

Address: 548 Market Street #93531,
San Francisco, CA 94104

Village of Islamorada, FL

Signed:

Name: KIMBERLY MATTHEWS

Title: Acting Village Manager

Date: 3/12/24

Address:

Council Communication

To: Mayor and Village Council
From: A.J. Engelmeyer, Public Works Director
Date: March 18, 2025
SUBJECT: **Resolution Approving Turf and Landscape Maintenance Agreement Renewal #2 with the Florida Department of Transportation TAB 12**

Background:
On June 24, 2005, the Village entered into a Turf and Landscape Maintenance Joint Participation Agreement with the Florida Department of Transportation ("FDOT"). Since 2005, the Village has continued to perform services for FDOT, and an agreement has either been renewed annually or a new agreement for a specific term has been executed.

The Village performs turf and landscape maintenance services in the FDOT right-of-way along the U. S. Highway 1 corridor pursuant to an agreement entered on May 3, 2023 – Turf and Landscape Maintenance Department Funded Agreement, Contract No. ASW48-R0 / Financial Project No. 405798-6-78-01 (the "Agreement"). The current Agreement's initial term was for a one (1) year from July 11, 2023, through July 10, 2024, with two (2) one (1)-year renewals.

On March 12, 2024, Resolution 24-03-15 was passed, approving the first renewal to the Agreement which was made effective from July 11, 2024, and to be continued through July 10, 2025

Analysis:
Entering into the final one-year renewal of the Agreement with FDOT whereby the Village will continue to perform turf and landscape maintenance services of the FDOT right-of-way along U. S. Highway 1 enables the Village to provide a higher level of service within the limits of the Village than FDOT would provide if performed by them instead. FDOT would only provide maintenance services on a monthly basis. The Village is able to maintain the subject areas on a more frequent basis.

In order for the Village to continue to receive an annual stipend from FDOT for costs related to turf and landscape maintenance in the U.S. Highway 1 corridor, the Village Council must approve the one-year renewal to the Agreement effective July 10, 2025.

Budget Impact:
FDOT pays a stipend to the Village for its services, but the "stipend" is not intended to fully offset the costs incurred by the Village in maintaining the U.S. Highway 1 corridor. Under the renewed Agreement, the Village would receive quarterly payments in the amount of $16,411.00 up to an annual not-to-exceed stipend in the amount of $65,644.00.

The stipend revenue would be recorded in the Village's Transportation Fund where 65% of the Public Works Department Roadway Maintenance budget is accounted for.

Staff Impact:
Public Works staff would continue to maintain the U.S. Highway 1 corridor, and the Finance Department would continue to invoice FDOT for one-fourth of the stipend amount on a quarterly basis.

Recommendation:
It is recommended that the Village Council adopt the attached Resolution, thereby approving a second one-year renewal to the original Turf and Landscape Maintenance Agreement with the Florida Department of Transportation effective July 10, 2025.

Attachments: 1. Resolution
2. Exhibit A

RESOLUTION NO. 25-

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

WHEREAS, Islamorada, Village of Islands (the "Village") desires to provide a high level of maintenance services to its citizens and visitors; and

WHEREAS, the Village's Public Works Department has maintained the U.S. Highway 1 right-of-way located within the Village's municipal boundaries through an agreement with the Florida Department of Transportation ("FDOT") since State Fiscal Year 2007-2008; and

WHEREAS, The Village performs turf and landscape maintenance services in the FDOT right-of-way along the U. S. Highway 1 corridor pursuant to an agreement entered on May 3, 2023 – Turf and Landscape Maintenance Department Funded Agreement, Contract No. ASW48-R0 / Financial Project No. 405798-6-78-01(the "Agreement"); and

WHEREAS, the original Agreement term was for a one (1) year from July 11, 2023, through July 10, 2024, with two (2) one (1)-year renewals; and

WHEREAS, On March 12, 2024 Resolution 24-03-15 was passed approving the first renewal to the Agreement which was made effective from July 11, 2024, and to be continued through July 10, 2025 ; and

WHEREAS, the Village desires to continue providing the services and enter into the second renewal of the Agreement with FDOT for the period from July 11, 2025 through July 10, 2026; and

WHEREAS, in accordance with Section 287.058, Florida Statutes, FDOT has agreed to pay the Village quarterly compensation to offset the cost of U.S. Highway 1 right-of-way maintenance in the total amount of $65,644.00 for the annual period from July 11, 2025 through July 10, 2026, to be authorized by execution of the renewal of the Agreement attached hereto as Exhibit "A"; and

WHEREAS, the Village Council finds that entering into the second renewal of the Agreement is in the best interest of the Village and its residents.

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

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

Section 2. **Approval of Agreement.** The Village Council of Islamorada, Village of Islands, hereby approves the second renewal of the Agreement between the Village and FDOT to provide turf and landscape maintenance services along the U. S. Highway 1 right-of-way, from July 11, 2025, through July 10, 2026, together with such non-material changes as may be acceptable to the Village Manager and approved as to form and legality by the Village Attorney.

Section 3. **Authorization of Village Officials.** The Village Manager and/or his designee is authorized to take all necessary and expedient actions to implement the terms and conditions of this Resolution and the renewal of the Agreement.

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

Section 5. **Execution of Agreement.** The Village Manager is authorized to execute the renewal to the Agreement attached as Exhibit A on behalf of the Village, to execute any other required agreements and/or documents to implement the terms and conditions of any agreements, subject to the approval as to form and legality by the Village Attorney.

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

Motion to adopt by ________________ and seconded by _________________________.

FINAL VOTE AT ADOPTION

VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS

Mayor Sharon Mahoney	___
Vice Mayor Don Horton	___
Councilman Steve Friedman	___
Councilwoman Deb Gillis	___
Councilwoman Anna Richards	___

PASSED AND ADOPTED THIS ____ DAY OF _________, 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 J. QUICK, INTERIM VILLAGE ATTORNEY

Exhibit "A"

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

CONTRACT RENEWAL

375-020-23
CONTRACTS ADMINISTRATION
OGC - 04/06

Contract No.: ASW48-R2 Renewal: (1st, 2nd, etc.) 2nd

Financial Project No(s).: 405798-6-78-01

County(ies): Miami-Dade

This Agreement made and entered into this _____ day of ________________, _____, by and between the State of
(This date to be entered by DOT only.)
Florida Department of Transportation, hereinafter called "Department", and Islamorada, Village of Islands - 86800 Overseas Highway, Islamorada, Florida 33036 hereinafter called "Contractor".

WITNESSETH:

WHEREAS, the Department and the Contractor heretofore on this 3 day of May, 2023
(This date to be entered by DOT only)
entered into an Agreement whereby the Department retained the Contractor to perform maintenance of all turf and landscape within the right of way on the State Roads described in "Exhibit A" of the original contract; and

WHEREAS, said Agreement has a renewal option which provides for a renewal if mutually agreed to by both parties and subject to the same terms and conditions of the original Agreement;

NOW, THEREFORE, this Agreement witnesseth that for and in consideration of the mutual benefits to flow each to the other, the parties agree to a renewal of said original Agreement for a period beginning the 10 day of July, 2025 and ending the 9 day of July, 2026 at a cost of $65,644.00.

All terms and conditions of said original Agreement shall remain in force and effect for this renewal.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized officers on the day, month, and year set forth above.

Islamorada, Village of Islands
Name of Contractor

____
Contractor Name and Title

BY: ______________________________
Authorized Signature

______________________________ (SEAL)
Name of Surety

______________ ______________
City State

By: ______________________________
Florida Licensed Insurance Agent or Attorney-In-Fact (Signature) Date

Countersigned: ______________________________
Florida Licensed Insurance Agent Date

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

BY: ______________________________
District Secretary or Designee (Signature)

Title: ______________________________

Legal: ______________________________

Fiscal: ______________________________
Approval as to Availability of Funds

Council Communication

To: Mayor and Village Council
From: A.J. Engelmeyer, Public Works Director
Date: March 18, 2025
SUBJECT: **Resolution Approving the Expansion of the Current Access Control System with Integrated Fire and Security Solutions to Include Wastewater Stations TAB 13**

Background:
In April 2019, the Village approved the initial purchase of the Access Control System for Village Hall, from Integrated Fire and Security Solutions at a cost of $20,704.77. This project aimed to enhance security features and control unwarranted access into specific areas and buildings.

In October 2019, the Village approved the expansion of the Access Control System to include Fire stations 19 & 20 at an additional cost of $24,184.84.

Staff have identified a critical need to expand the access control system capabilities once more to include the 6 Wastewater Stations owned by the Village (the “Wastewater Stations”). The facilities require badge access to enhance security, monitor operations, and protect vital infrastructure and equipment.

Recently, the Wastewater Stations have experienced security issues, including the theft of over $20,000 worth of equipment. These incidents highlight the urgent need for enhanced security to deter further losses and ensure the safety of Village assets.

Analysis:
The proposed expansion to include access control systems at the Wastewater Stations will follow the framework of the previously approved access control systems for Village Hall as well as Fire Stations 19 & 20. This approach ensures continuity and compatibility with the existing system and avoids the inefficiencies of utilizing disjointed technologies.
The solution will integrate seamlessly with the centralized system managed by the Village’s IT Systems Engineer and other relevant department heads.
Additionally, to prevent potential delays and ensure the project progresses smoothly, staff recommends establishing a contingency fund of $10,000.00 for any unforeseen changes that may arise.

Budget Impact:
The total cost is expected not to exceed $88,642.16, plus a $10,000.00 contingency amount. The Wastewater Utility Fund currently includes $15,000.00 for badge access. If

approved, staff would present a budget amendment to increase the wastewater utility account budget by $83,642.16.

Staff Impact:
The Village's Public Works Director will oversee the expansion of the Access Control System to the Wastewater Stations, in coordination with the IT Systems Engineer. This ensures proper scheduling, installation, and system integration. The staff impact is expected to be minimal, as the implementation process will mirror the methods used during the initial project.

Recommendation:
It is recommended that the Village Council approve the request to expand the Access Control System to include the Wastewater Stations. This includes authorizing the Village Manager to execute any necessary documents with Integrated Fire and Security Solutions for the installation of the access control system at the Wastewater Stations, consistent with the terms of the previously approved projects.

Attachments:
1. Resolution
2. Exhibit A

RESOLUTION NO. 25-

RESOLUTION APPROVING THE EXPANSION OF THE CURRENT ACCESS CONTROL SYSTEM WITH INTEGRATED FIRE AND SECURITY SOLUTIONS TO INCLUDE WASTEWATER STATIONS; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE NECESSARY DOCUMENTS; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; APPROVING A WAIVER OF COMPETITIVE BIDDING; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, in April 2019, Islamorada, Village of Islands ("Village") approved the initial purchase of the Access Control System from Integrated Fire and Security Solutions ("IFSS") at a cost not to exceed Twenty Thousand, Seven Hundred and Four and 77/100 Dollars ($20,704.77) and

WHEREAS, in October 2019, the Village approved the expansion of the Access Control System with IFSS to include Fire Stations 19 & 20 at a cost not to exceed Twenty-Four Thousand, One Hundred and Eight Four 84/100 Dollars ($24,184.84); and

WHEREAS, the Village's 6 wastewater stations (the "Wastewater Stations") have recently experienced security issues, including the theft of over $20,000 worth of equipment; and

WHEREAS, staff have identified a critical need to expand security capabilities to include the Wastewater Stations; and

WHEREAS, the Village Council recognizes the need to avoid delays in the completion of these expanded security capabilities and deems it prudent to establish an additional contingency fund of $10,000.00 for any additional unforeseen changes; and

WHEREAS, the Village Council finds that expansion of the current Access Control System to include the Wastewater Stations is in the best interest of the Village and its residents.

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF ISLAMORADA,

VILLAGE OF ISLANDS, FLORIDA, AS FOLLOWS:

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

Section 2. **Authorization of Village Officials.** The Village Manager and/or her designee and the Village Attorney are authorized to take all actions necessary to implement the terms and conditions of the purchase from IFFS of the expanded Access Control System for the Wastewater Stations in an amount not to exceed $88,642.16 as set forth in the proposals attached as composite Exhibit "A" hereto. The Village Council also establishes an additional contingency fund of $10,000.00 for any additional unforeseen changes related to this expansion of security capabilities. 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 contingency fund.

Section 3. **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 authorized herein.

Section 4. **Authorization of Fund Expenditure.** Notwithstanding the limitations imposed upon the Village Manager pursuant to the Village's Purchasing Procedures Ordinance, the Village Manager is authorized to expend budgeted funds for the expanded Access Control System for the Wastewater Stations and to present budget amendments to the Village Council as necessary and appropriate as provided herein.

Section 5. **Waiver of Competitive Bidding.** In accordance with Section 2-328(a) and (e) of the Village Code, the Village Council waives the competitive bidding provisions of the Village

Code for these purchases.

<u>Section 6</u>. **<u>Effective Date</u>.** This Resolution shall take effect immediately upon its adoption.

Motion to adopt by ____________________, second by ____________________________.

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

Mayor Sharon Mahoney ____
Vice Mayor Don Horton ____
Councilman Steve Friedman ____
Councilwoman Deb Gillis ____
Councilwoman Anna Richards ____

PASSED AND ADOPTED ON THIS ___ DAY OF ______________, 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 J. QUICK, INTERIM VILLAGE ATTORNEY

Exhibit "A"

LOCATION	COST
North Plantation Key – Transfer	$15,249.33
North Plantation Key	$10,100.92
Middle Plantation Key	$16,072.40
South Plantation Key	$10,999.20
Upper Matecumbe	$19,860.32
Lower Matecumbe	$16,359.99
TOTAL	$88,642.16

Date:	2/4/25
Version:	1
Total:	***$15,249.33***

Project Name: ***DSX Access control system (NPK Transfer)***
Customer: ***Village of Islands, Islamorada***
Address: 86800 Overseas Hwy, Islamorada,FL 33036
Attention: ***Vince Tarves***
Contact Info: ***Vince.Tarves@islamorada.fl.us***

IFSS Rep: Gene Napolitano

QTY	Part Number	***Equipment Description / SOW***
1	FALCON	Falcon Panic bar for 3.0x7.9 doot, 626 (exterior single door)
1	HES	Electric strike for panic bar
1	VON	Hole cover plate filler for latch and strike lock
1	DSX1042NV	DSX intelligent controller two door nonvolitile with enclorsue cabinet *(1) 1040E enclosue cabinet, (1) 1042 expansion board, (1) 1040 PDP Power distribution panel, (1) CDM Communications distribution module. 120 VAC provided by others at panels.*
1	DSX-LAN	DSX network interface LAN card *(Network pathway and designated IP address provided by others)*
1	DSXRWS150/28	DSX power supply unit with enclosure cabinet
2	CONT	Industrial magnetic door contact with armored corder door supervision
2	HONEYWELL	Request to exit PIR (white) above the door
2	HID	HID surface mount proximity card reader
1	MIS	Miscellaneous. Connectors and conduit for cable concealment
1	PM	Assigned project manager
1	PROG	System programmimg and configuration and commisioning
1	HES	Storeroom lock, Grade 1
1	HES	Electric strike for cylindrical lock 24 volts (Interior single door)

PURCHASED INVESTMENT $15,249.33

Tax exempt project

Please Note: All fire alarm system interafce shall be provided by others if applicable, Permits and drawings if required shall be invoiced seperately and is not included in this SOW. Village of Islands shall provide DWG/CAD file of facility if applicable.

Total **$15,249.33**

Thank you for the opportunity, we look forward to working together in the future!

INTEGRATED FIRE & SECURITY SOLUTIONS, Inc
1970 Dana Drive
Fort Myers FL, 33907
Voice (239) 415-4374 fax (239) 415-4378
EC0001085

Version: 1
Integrated Fire & Security Reference: Village of Islands, Islamorada

Date: 2/4/25
Sale Price: ***$15,249.33***

INTEGRATED FIRE & SECURITY SOLUTIONS Terms and Conditions of Sale

1.DEFINITIONS:

a. Integrated Fire and Security Solutions, Inc. will be referred to as IFSS.
b. The signor of this Agreement will be referred to as the Purchaser.
c. The end user of the software and/or equipment will be referred to as the Customer.
d. In some cases, the Customer and the Purchaser are one and the same.

2. LIMITATION OF WARRANTY: Purchaser understands that Integrated Fire and Security Solutions, Inc. (hereinafter known as IFSS) is not an Insurer. Subject to the limitations below, IFSS warrants that the Product (as distinguished from Software) be free from defects in material and workmanship under normal use for a period of one year from the date of first beneficial use of all or any part of this Product or 18 months after Product shipment whichever is earlier. However, IFSS's sole liability, and purchaser's sole remedy, under said warranty, shall be limited to the repair or replacement of any Product, or part thereof, which IFSS determines to be defective at IFSS's sole option and subject to the availability of service personnel and parts, as determined by IFSS. IFSS's expendable items including, but not limited to, video and print heads, batteries and certain other products in accordance with the applicable manufacturer's warranty. IFSS does not warrant devices designed to fail in protecting a system such as, but not limited to fuses and circuit breakers. IFSS warrants that any IFSS Software described in this Agreement, as well as that Software contained in or sold as part of any Product described in this Agreement, will reasonably conform to its published specifications in effect at the time of delivery and for ninety (90) days after delivery. However, Purchaser agrees and acknowledges that the Software may have inherent defects because of its complexity. IFSS sole obligation with respect to Software, and purchasers sole remedy, shall be to make available published modifications, designed to correct inherent defects, which become available during the warranty period.

3. VALIDITY PERIOD: The price quotes provided are valid for 30 days unless otherwise specified in writing by IFSS.

4. INTEGRATED FIRE & SECURITY SOLUTIONS: Purchaser and others agrees that IFSS offers various levels of services and that the Purchaser, after reviewing the same, has contracted with IFSS to perform only those services described in writing in this Agreement. IFSS denies liability for materials, supplies or work provided by other persons, unless that work is specifically contracted. IFSS denies any supervisory role and this Agreement shall not commit IFSS to any supervisory role, including, but not limited to the placement or routing of any wires or other product. If this Agreement includes a quote for Monitoring Services to be supplied by IFSS, purchaser agrees for himself, and any assignees to this Agreement that IFSS shall have no duty to perform such Monitoring Services until and unless the Purchaser, and any assignee including but not limited to the end-user, agree to and sign an approved IFSS Monitoring Agreement.

5. CANCELLATION: Any cancellation must be made in writing. Recognizing that any damages affecting IFSS arising from cancellation will be difficult to estimate or determine, the following changes shall be construed as liquidated damages representing an approximation of the administrative, engineering, and other costs IFSS will actually incur in reliance upon this Agreement and not as a penalty: If, prior to shipment purchaser cancels this Agreement or any portion thereof, for any reason not attributable to any action of IFSS, Purchaser agrees to pay IFSS an amount equal to 20% of the price of the products canceled if the cancellation occurs more than 21 days after IFSS receives Purchaser's order or Purchaser accepts this Agreement. If Purchaser cancels after shipment, Purchaser agrees to pay the aforementioned 20% damages plus freight charges for the shipment, return the products already shipped at Purchaser' expense, and additionally pay any incurred restocking fees.

6. LIMITATION OF LIABILITY: It is understood and agreed that since it is impractical and extremely difficult to fix actual damages, if any, or ascertain what, it any, portion of any loss of would be proximately caused by the failure of IFSS Product and/or Software to operate, or to operate properly, or IFSS to perform any of its obligations or services described herein. UNDER NO CIRCUMSTANCES WILL IFSS's LIABILITY FOR ANY DAMAGES, INCLUDING BUT NOT LIMITED TO THOSE ARISING IN ANY WAY OUT OF THE INSTALLATION USE DESIGN, FUNCTION OR FAILURE TO FUNCTION OF ANY PRODUCT AND/OR SOFTWARE SOLD BY IFSS BE IN EXCESS OF THE PURCHASE PRICE PAID FOR THE PRODUCT, SOFTWARE AND/OR SERVICES. IN NO CIRCUMSTANCES SHALL IFSS BE HELD LIABLE FOR ANY CLAIMS, LOSSES, DAMAGES OR INJURIES ARISING FROM OR CAUSED BY THE PURCHASER'S OR ANY OTHER PARTY'S MATERIAL, EQUIPMENT, ACTIONS, OR OMISSIONS. If Purchaser wishes for IFSS to increase the amount of liability over the limitation as stated above, Purchaser may inquire about obtaining an increase to this amount in exchange for an increased purchase or contract price. Under no circumstances will it be construed to mean that IFSS is an insurer or that the obligations of obtaining and maintaining insurance are not with the Purchaser

7. CONSEQUENTIAL DAMAGES: IFSS and Purchaser agree to a mutual waiver of consequential damages.

8. INSURANCE OBLIGATIONS: It is understood and agreed by the Purchaser that IFSS is not an insurer and that it is the Purchaser's obligation to obtain and maintain any insurance covering any losses to property or personal injury or any other damage which may occur at the premises where IFSS's Product, Software or Services is being installed, assembled, utilized, and or performed. The Purchaser agrees to list IFSS as an additional insured on all such policies and to provide IFSS a copy of the Certificate of Insurance upon request. Purchaser further agrees that the Certificate of Insurance shall contain a provision that coverage afforded under these policies will not be canceled or materially discontinued until at least thirty (30) days after written notice is given to IFSS.

9. WAIVER OF SUBROGATION: Purchaser does hereby for itself, and all other parties claiming under it to release and discharge IFSS from and against all hazards covered by Purchaser's insurance. It being expressly agreed and understood that no insurance company insurer, or any other third party will have any right of subrogation against IFSS.

10. LIMITATION OF ACTIONS: The Purchaser hereby agrees that no claim, suit or action of any kind shall be brought against IFSS, its agents, employees, and/or officers more than one year after the incident, which is subject to the claim, suit or action, whether known or unknown at the time of incident. If there is a claim, suit, or cause of action arising under the Warranty, it must be brought, if at all, within six months of expiration of the Warranty period stated above. This clause is in no way to be interpreted as an extension of the Express Warranty stated in paragraph 1 above.

11. DRUG FREE WORKPLACE POLICY: IFSS has a written drug free workplace policy available for review by written request.

12. INSTALLATION: The installation of any Product is NOT INCLUDED unless specifically provided for in this Agreement.

13. TITLE: The Software and any relevant Product as described in this Agreement shall remain the property of IFSS, even if attached to real or other property owned by the Customer or others. Customer shall not sell, assign, encumber or remove from the premises as installed the Product or Software without the prior written consent of IFSS. Customer shall perform all necessary acts to preserve and protect the rights, title and interest of IFSS in the Product and Software including but not limited to signing any financing statements or other documents requested by IFSS or its agents. IFSS may inspect the product and/or Software during normal business hours and may affix labels or notices of ownership on the Product and Software.

14. FORCE MAJEURE: IFSS shall not be liable for any loss or damage of any kind resulting from delay, inability to deliver, or install, or to perform any other work under this Agreement on account of fire, flood, labor problems, access to premises, accidents, acts of civil or military authorities, acts of God, or from any other causes beyond IFSS control.

15. DRAWINGS: All drawings and wiring diagrams provided by IFSS in connection with this Agreement are protected under United States Copyright Laws and Intended solely for the use of the installing contractor as a general guide for the installation of the System. Those drawings and wiring diagrams were prepared in accordance with the project plans available to IFSS at the time of the bid and are NOT intended to be System design or approval documents. Unless explicitly contracted to provide system design, IFSS is not to be considered a design professional and under no circumstances is any clause in this agreement or any actions taken by IFSS to be construed in such a way as to impose upon IFSS the duties or liabilities of a design.

16. CHANGE ORDERS: This Agreement can be modified, amended or altered only by an Agreement in writing, signed by both parties or their duty authorized representatives

17. SOFTWARE LICENSE AND USE: Software Products provided by IFSS are licensed, not sold. The Customer has only a non-exclusive, non-transferable license to use the software ('License'). IFSS retains all rights, title and interest to the Software. In some cases, IFSS may have a right to re-license the Software. 'Software' shall mean any part of Software provided by IFSS or contained in any IFSS product covered by this Agreement or to be subsequently ordered, as well as any modified versions and all related documentation. Customer shall use the Software only on the Product and all the Product Sites listed herein. Any Software received by the Customer at any time is subject to this Agreement. The License term begins upon delivery of the Software and continues until the last use of the Software with the Product, unless terminated. IFSS may terminate this License if the Customer.: (1) Fails to perform any obligation under the Agreement; (2) ceases to do business as a going concern; (3) has its assets assigned or attached by law. Within five (5) days after the License terminates, Customer shall, at its expense, return any physical media containing Software to IFSS and destroy all virtual or stored copies of the Software, including copies in memory or otherwise stored.

18. PROTECTION AND NON-DISCLOSURE OF SOFTWARE: Customer shall maintain the Software in strict confidence and shall disclose it only to its employees requiring access. Customer shall utilize adequate procedures controlling access to and use of the Software consistent with the protection of IFSS's rights. Customer may duplicate Software only for internal use on the Product according to IFSS instructions.

THIS QUOTATION AND ANY RESULTING CONTRACT SHALL BE SUBJECT TO THE GENERAL TERMS AND CONDITIONS CONTAINED HEREIN

Order By:		Accepted By:	
Integrated Fire & Security Solutions		Company Name:	
1970 Dana Drive		Address:	
Fort Myers FL, 33907		Representative Name:	
Voice (239) 415-4374 fax (239) 415-4378		Representative Signature: ________________________________	
Representative Name:	***Gene Napolitano***	Title:	
Representative Signature:		P.O. # :	
		Date:	
Date:	**2/4/2025**	Sale Price:	***$15,249.33***

Date:	2/4/25
Version:	1
Total:	***$10,100.92***

Project Name: ***DSX Access control system (NPK)***
Customer: ***Village of Islands, Islamorada***
Address: 86800 Overseas Hwy, Islamorada,FL 33036
Attention: ***Vince Tarves***
Contact Info: ***Vince.Tarves@islamorada.fl.us***

IFSS Rep: Gene Napolitano

QTY	Part Number	***Equipment Description / SOW***
1	MORTISE	Electrfied Mortise body only (Double door)
1	HES	Door Closer with Bore through
1	VON	Von Duprin electric hinge 8 wire 626
1	DSX1042NV	DSX intelligent controller two door nonvolitile with enclorsue cabinet *(1) 1040E enclosue cabinet, (1) 1042 expansion board, (1) 1040 PDP Power distribution panel, (1) CDM Communications distribution module. 120 VAC provided by others at panels.*
1	DSX-LAN	DSX network interface LAN card *(Network pathway and designated IP address provided by others)*
1	DSXRWS150/28	DSX power supply unit with enclosure cabinet
1	CONT	Industrial magnetic door contact with armored corder door supervision
1	HONEYWELL	Request to exit PIR (white) above the door
1	HID	HID surface mount proximity card reader
1	MIS	Miscellaneous. Connectors and conduit for cable concealment
1	PM	Assigned project manager
1	PROG	System programmimg and configuration and commisioning

PURCHASED INVESTMENT $10,100.92

Tax exempt project

Please Note: All fire alarm system interafce shall be provided by others if applicable, Permits and drawings if required shall be invoiced seperately and is not included in this SOW. Village of Islands shall provide DWG/CAD file of facility if applicable.

Total **$10,100.92**

Thank you for the opportunity, we look forward to working together in the future!

INTEGRATED FIRE & SECURITY SOLUTIONS, Inc
1970 Dana Drive
Fort Myers FL, 33907
Voice (239) 415-4374 fax (239) 415-4378
EC0001085

Version: 1
Integrated Fire & Security Reference: Village of Islands, Islamorada

Date: 2/4/25
Sale Price: ***$10,100.92***

INTEGRATED FIRE & SECURITY SOLUTIONS Terms and Conditions of Sale

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b. The signor of this Agreement will be referred to as the Purchaser.
c. The end user of the software and/or equipment will be referred to as the Customer.
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7. CONSEQUENTIAL DAMAGES: IFSS and Purchaser agree to a mutual waiver of consequential damages.

8. INSURANCE OBLIGATIONS: It is understood and agreed by the Purchaser that IFSS is not an insurer and that it is the Purchaser's obligation to obtain and maintain any insurance covering any losses to property or personal injury or any other damage which may occur at the premises where IFSS's Product, Software or Services is being installed, assembled, utilized, and or performed. The Purchaser agrees to list IFSS as an additional insured on all such policies and to provide IFSS a copy of the Certificate of Insurance upon request. Purchaser further agrees that the Certificate of Insurance shall contain a provision that coverage afforded under these policies will not be canceled or materially discontinued until at least thirty (30) days after written notice is given to IFSS.

9. WAIVER OF SUBROGATION: Purchaser does hereby for itself, and all other parties claiming under it to release and discharge IFSS from and against all hazards covered by Purchaser's insurance. It being expressly agreed and understood that no insurance company insurer, or any other third party will have any right of subrogation against IFSS.

10. LIMITATION OF ACTIONS: The Purchaser hereby agrees that no claim, suit or action of any kind shall be brought against IFSS, its agents, employees, and/or officers more than one year after the incident, which is subject to the claim, suit or action, whether known or unknown at the time of incident. If there is a claim, suit, or cause of action arising under the Warranty, it must be brought, if at all, within six months of expiration of the Warranty period stated above. This clause is in no way to be interpreted as an extension of the Express Warranty stated in paragraph 1 above.

11. DRUG FREE WORKPLACE POLICY: IFSS has a written drug free workplace policy available for review by written request.

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13. TITLE: The Software and any relevant Product as described in this Agreement shall remain the property of IFSS, even if attached to real or other property owned by the Customer or others. Customer shall not sell, assign, encumber or remove from the premises as installed the Product or Software without the prior written consent of IFSS. Customer shall perform all necessary acts to preserve and protect the rights, title and interest of IFSS in the Product and Software including but not limited to signing any financing statements or other documents requested by IFSS or its agents. IFSS may inspect the product and/or Software during normal business hours and may affix labels or notices of ownership on the Product and Software.

14. FORCE MAJEURE: IFSS shall not be liable for any loss or damage of any kind resulting from delay, inability to deliver, or install, or to perform any other work under this Agreement on account of fire, flood, labor problems, access to premises, accidents, acts of civil or military authorities, acts of God, or from any other causes beyond IFSS control.

15. DRAWINGS: All drawings and wiring diagrams provided by IFSS in connection with this Agreement are protected under United States Copyright Laws and Intended solely for the use of the installing contractor as a general guide for the installation of the System. Those drawings and wiring diagrams were prepared in accordance with the project plans available to IFSS at the time of the bid and are NOT intended to be System design or approval documents. Unless explicitly contracted to provide system design, IFSS is not to be considered a design professional and under no circumstances is any clause in this agreement or any actions taken by IFSS to be construed in such a way as to impose upon IFSS the duties or liabilities of a design.

16. CHANGE ORDERS: This Agreement can be modified, amended or altered only by an Agreement in writing, signed by both parties or their duty authorized representatives

17. SOFTWARE LICENSE AND USE: Software Products provided by IFSS are licensed, not sold. The Customer has only a non-exclusive, non-transferable license to use the software ('License'). IFSS retains all rights, title and interest to the Software. In some cases, IFSS may have a right to re-license the Software. 'Software' shall mean any part of Software provided by IFSS or contained in any IFSS product covered by this Agreement or to be subsequently ordered, as well as any modified versions and all related documentation. Customer shall use the Software only on the Product and all the Product Sites listed herein. Any Software received by the Customer at any time is subject to this Agreement. The License term begins upon delivery of the Software and continues until the last use of the Software with the Product, unless terminated. IFSS may terminate this License if the Customer.: (1) Fails to perform any obligation under the Agreement; (2) ceases to do business as a going concern; (3) has its assets assigned or attached by law. Within five (5) days after the License terminates, Customer shall, at its expense, return any physical media containing Software to IFSS and destroy all virtual or stored copies of the Software, including copies in memory or otherwise stored.

18. PROTECTION AND NON-DISCLOSURE OF SOFTWARE: Customer shall maintain the Software in strict confidence and shall disclose it only to its employees requiring access. Customer shall utilize adequate procedures controlling access to and use of the Software consistent with the protection of IFSS's rights. Customer may duplicate Software only for internal use on the Product according to IFSS instructions.

THIS QUOTATION AND ANY RESULTING CONTRACT SHALL BE SUBJECT TO THE GENERAL TERMS AND CONDITIONS CONTAINED HEREIN

Order By:		Accepted By:	
Integrated Fire & Security Solutions		Company Name:	
1970 Dana Drive		Address:	
Fort Myers FL, 33907		Representative Name:	
Voice (239) 415-4374 fax (239) 415-4378		Representative Signature: ________________________________	
Representative Name:	***Gene Napolitano***	Title:	
Representative Signature:		P.O. # :	
		Date:	
Date:	**2/4/2025**	Sale Price:	***$10,100.92***

Date:	2/4/25	
Version:	1	
Total:	*$16,072.40*	

Project Name: ***DSX Acce control system (MPK)***
Customer: ***Village of Islands, Islamorada***
Address: 86800 Overseas Hwy, Islamorada,FL 33036
Attention: ***Vince Tarves***
Contact Info: ***Vince.Tarves@islamorada.fl.us***

IFSS Rep: Gene Napolitano

QTY	Part Number	*Equipment Description / SOW*
1	VON	Von Duprin electrified panic bar, Verticle, 2-point lock
1	VON	Pull trim with RIM cylinder
1	VON	Von Duprin electric hinge 8 wire 626
1	DSX1042NV	DSX intelligent controller two door nonvolitile with enclorsue cabinet *(1) 1040E enclosue cabinet, (1) 1042 expansion board, (1) 1040 PDP Power distribution panel, (1) CDM Communications distribution module. 120 VAC provided by others at panels.*
1	DSX-LAN	DSX network interface LAN card *(Network pathway and designated IP address provided by others)*
1	DSXRWS150/28	DSX power supply unit with enclosure cabinet
1	CONT	Industrial magnetic door contact with armored corder door supervision
1	HONEYWELL	Request to exit PIR (white) above the door
1	HID	HID surface mount proximity card reader
1	MIS	Miscellaneous. Connectors and conduit for cable concealment
1	PM	Assigned project manager
1	PROG	System programmimg and configuration and commisioning

PURCHASED INVESTMENT $16,072.40

Tax exempt project

Please Note: All fire alarm system interafce shall be provided by others if applicable, Permits and drawings if required shall be invoiced seperately and is not included in this SOW. Village of Islands shall provide DWG/CAD file of facility if applicable.

Total $16,072.40

Thank you for the opportunity, we look forward to working together in the future!

INTEGRATED FIRE & SECURITY SOLUTIONS, Inc
1970 Dana Drive
Fort Myers FL, 33907
Voice (239) 415-4374 fax (239) 415-4378
EC0001085

Version: 1
Integrated Fire & Security Reference: Village of Islands, Islamorada
Date: 2/4/25
Sale Price: ***$16,072.40***

INTEGRATED FIRE & SECURITY SOLUTIONS Terms and Conditions of Sale

1.DEFINITIONS:

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c. The end user of the software and/or equipment will be referred to as the Customer.
d. In some cases, the Customer and the Purchaser are one and the same.

2. LIMITATION OF WARRANTY: Purchaser understands that Integrated Fire and Security Solutions, Inc. (hereinafter known as IFSS) is not an Insurer. Subject to the limitations below, IFSS warrants that the Product (as distinguished from Software) be free from defects in material and workmanship under normal use for a period of one year from the date of first beneficial use of all or any part of this Product or 18 months after Product shipment whichever is earlier. However, IFSS's sole liability, and purchaser's sole remedy, under said warranty, shall be limited to the repair or replacement of any Product, or part thereof, which IFSS determines to be defective at IFSS's sole option and subject to the availability of service personnel and parts, as determined by IFSS. IFSS's expendable items including, but not limited to, video and print heads, batteries and certain other products in accordance with the applicable manufacturer's warranty. IFSS does not warrant devices designed to fail in protecting a system such as, but not limited to fuses and circuit breakers. IFSS warrants that any IFSS Software described in this Agreement, as well as that Software contained in or sold as part of any Product described in this Agreement, will reasonably conform to its published specifications in effect at the time of delivery and for ninety (90) days after delivery. However, Purchaser agrees and acknowledges that the Software may have inherent defects because of its complexity. IFSS sole obligation with respect to Software, and purchasers sole remedy, shall be to make available published modifications, designed to correct inherent defects, which become available during the warranty period.
3. VALIDITY PERIOD: The price quotes provided are valid for 30 days unless otherwise specified in writing by IFSS.
4. INTEGRATED FIRE & SECURITY SOLUTIONS: Purchaser and others agrees that IFSS offers various levels of services and that the Purchaser, after reviewing the same, has contracted with IFSS to perform only those services described in writing in this Agreement. IFSS denies liability for materials, supplies or work provided by other persons, unless that work is specifically contracted. IFSS denies any supervisory role and this Agreement shall not commit IFSS to any supervisory role, including, but not limited to the placement or routing of any wires or other product. If this Agreement includes a quote for Monitoring Services to be supplied by IFSS, purchaser agrees for himself, and any assignees to this Agreement that IFSS shall have no duty to perform such Monitoring Services until and unless the Purchaser, and any assignee including but not limited to the end-user, agree to and sign an approved IFSS Monitoring Agreement.
5. CANCELLATION: Any cancellation must be made in writing. Recognizing that any damages affecting IFSS arising from cancellation will be difficult to estimate or determine, the following changes shall be construed as liquidated damages representing an approximation of the administrative, engineering, and other costs IFSS will actually incur in reliance upon this Agreement and not as a penalty: If, prior to shipment purchaser cancels this Agreement or any portion thereof, for any reason not attributable to any action of IFSS, Purchaser agrees to pay IFSS an amount equal to 20% of the price of the products canceled if the cancellation occurs more than 21 days after IFSS receives Purchaser's order or Purchaser accepts this Agreement. If Purchaser cancels after shipment, Purchaser agrees to pay the aforementioned 20% damages plus freight charges for the shipment, return the products already shipped at Purchaser' expense, and additionally pay any incurred restocking fees.
6. LIMITATION OF LIABILITY: It is understood and agreed that since it is impractical and extremely difficult to fix actual damages, if any, or ascertain what, it any, portion of any loss of would be proximately caused by the failure of IFSS Product and/or Software to operate, or to operate properly, or IFSS to perform any of its obligations or services described herein. UNDER NO CIRCUMSTANCES WILL IFSS's LIABILITY FOR ANY DAMAGES, INCLUDING BUT NOT LIMITED TO THOSE ARISING IN ANY WAY OUT OF THE INSTALLATION USE DESIGN, FUNCTION OR FAILURE TO FUNCTION OF ANY PRODUCT AND/OR SOFTWARE SOLD BY IFSS BE IN EXCESS OF THE PURCHASE PRICE PAID FOR THE PRODUCT, SOFTWARE AND/OR SERVICES. IN NO CIRCUMSTANCES SHALL IFSS BE HELD LIABLE FOR ANY CLAIMS, LOSSES, DAMAGES OR INJURIES ARISING FROM OR CAUSED BY THE PURCHASER'S OR ANY OTHER PARTY'S MATERIAL, EQUIPMENT, ACTIONS, OR OMISSIONS. If Purchaser wishes for IFSS to increase the amount of liability over the limitation as stated above, Purchaser may inquire about obtaining an increase to this amount in exchange for an increased purchase or contract price. Under no circumstances will it be construed to mean that IFSS is an insurer or that the obligations of obtaining and maintaining insurance are not with the Purchaser
7. CONSEQUENTIAL DAMAGES: IFSS and Purchaser agree to a mutual waiver of consequential damages.
8. INSURANCE OBLIGATIONS: It is understood and agreed by the Purchaser that IFSS is not an insurer and that it is the Purchaser's obligation to obtain and maintain any insurance covering any losses to property or personal injury or any other damage which may occur at the premises where IFSS's Product, Software or Services is being installed, assembled, utilized, and or performed. The Purchaser agrees to list IFSS as an additional insured on all such policies and to provide IFSS a copy of the Certificate of Insurance upon request. Purchaser further agrees that the Certificate of Insurance shall contain a provision that coverage afforded under these policies will not be canceled or materially discontinued until at least thirty (30) days after written notice is given to IFSS.
9. WAIVER OF SUBROGATION: Purchaser does hereby for itself, and all other parties claiming under it to release and discharge IFSS from and against all hazards covered by Purchaser's insurance. It being expressly agreed and understood that no insurance company insurer, or any other third party will have any right of subrogation against IFSS.
10. LIMITATION OF ACTIONS: The Purchaser hereby agrees that no claim, suit or action of any kind shall be brought against IFSS, its agents, employees, and/or officers more than one year after the incident, which is subject to the claim, suit or action, whether known or unknown at the time of incident. If there is a claim, suit, or cause of action arising under the Warranty, it must be brought, if at all, within six months of expiration of the Warranty period stated above. This clause is in no way to be interpreted as an extension of the Express Warranty stated in paragraph 1 above.
11. DRUG FREE WORKPLACE POLICY: IFSS has a written drug free workplace policy available for review by written request.
12. INSTALLATION: The installation of any Product is NOT INCLUDED unless specifically provided for in this Agreement.
13. TITLE: The Software and any relevant Product as described in this Agreement shall remain the property of IFSS, even if attached to real or other property owned by the Customer or others. Customer shall not sell, assign, encumber or remove from the premises as installed the Product or Software without the prior written consent of IFSS. Customer shall perform all necessary acts to preserve and protect the rights, title and interest of IFSS in the Product and Software including but not limited to signing any financing statements or other documents requested by IFSS or its agents. IFSS may inspect the product and/or Software during normal business hours and may affix labels or notices of ownership on the Product and Software.
14. FORCE MAJEURE: IFSS shall not be liable for any loss or damage of any kind resulting from delay, inability to deliver, or install, or to perform any other work under this Agreement on account of fire, flood, labor problems, access to premises, accidents, acts of civil or military authorities, acts of God, or from any other causes beyond IFSS control.
15. DRAWINGS: All drawings and wiring diagrams provided by IFSS in connection with this Agreement are protected under United States Copyright Laws and Intended solely for the use of the installing contractor as a general guide for the installation of the System. Those drawings and wiring diagrams were prepared in accordance with the project plans available to IFSS at the time of the bid and are NOT intended to be System design or approval documents. Unless explicitly contracted to provide system design, IFSS is not to be considered a design professional and under no circumstances is any clause in this agreement or any actions taken by IFSS to be construed in such a way as to impose upon IFSS the duties or liabilities of a design.
16. CHANGE ORDERS: This Agreement can be modified, amended or altered only by an Agreement in writing, signed by both parties or their duty authorized representatives
17. SOFTWARE LICENSE AND USE: Software Products provided by IFSS are licensed, not sold. The Customer has only a non-exclusive, non-transferable license to use the software ('License'). IFSS retains all rights, title and interest to the Software. In some cases, IFSS may have a right to re-license the Software. 'Software' shall mean any part of Software provided by IFSS or contained in any IFSS product covered by this Agreement or to be subsequently ordered, as well as any modified versions and all related documentation. Customer shall use the Software only on the Product and all the Product Sites listed herein. Any Software received by the Customer at any time is subject to this Agreement. The License term begins upon delivery of the Software and continues until the last use of the Software with the Product, unless terminated. IFSS may terminate this License if the Customer.: (1) Fails to perform any obligation under the Agreement; (2) ceases to do business as a going concern; (3) has its assets assigned or attached by law. Within five (5) days after the License terminates, Customer shall, at its expense, return any physical media containing Software to IFSS and destroy all virtual or stored copies of the Software, including copies in memory or otherwise stored.

18. PROTECTION AND NON-DISCLOSURE OF SOFTWARE: Customer shall maintain the Software in strict confidence and shall disclose it only to its employees requiring access. Customer shall utilize adequate procedures controlling access to and use of the Software consistent with the protection of IFSS's rights. Customer may duplicate Software only for internal use on the Product according to IFSS instructions.

THIS QUOTATION AND ANY RESULTING CONTRACT SHALL BE SUBJECT TO THE GENERAL TERMS AND CONDITIONS CONTAINED HEREIN

Order By:	Accepted By:
Integrated Fire & Security Solutions	Company Name:
1970 Dana Drive	Address:
Fort Myers FL, 33907	Representative Name:
Voice (239) 415-4374 fax (239) 415-4378	Representative Signature: ___________________________________
Representative Name: ***Gene Napolitano***	Title:
Representative Signature:	P.O. # :
	Date:
Date: **2/4/2025**	Sale Price: ***$16,072.40***

Project Name:	***DSX Acce control system (SPK)***	**Date:**	2/4/25
Customer:	***Village of Islands, Islamorada***	**Version:**	1
Address:	86800 Overseas Hwy, Islamorada,FL 33036	**Total:**	***$10,999.20***
Attention:	***Vince Tarves***	**IFSS Rep:**	Gene Napolitano
Contact Info:	***Vince.Tarves@islamorada.fl.us***		

Equipment Description / SOW

QTY	Part Number	Equipment Description / SOW
1	HES	Electrified KIT for existing YALE 3 point panic bar
1	VON	Pull trim with RIM cylinder & Hole cover plate filler for latch & strike
1	VON	Von Duprin electric hinge 8 wire 626
1	DSX1042NV	DSX intelligent controller two door nonvolitile with enclorsue cabinet *(1) 1040E enclosue cabinet, (1) 1042 expansion board, (1) 1040 PDP Power distribution panel, (1) CDM Communications distribution module. 120 VAC provided by others at panels.*
1	DSX-LAN	DSX network interface LAN card *(Network pathway and designated IP address provided by others)*
1	DSXRWS150/28	DSX power supply unit with enclosure cabinet
1	CONT	Industrial magnetic door contact with armored corder door supervision
1	HONEYWELL	Request to exit PIR (white) above the door
1	HID	HID surface mount proximity card reader
1	MIS	Miscellaneous. Connectors and conduit for cable concealment
1	PM	Assigned project manager
1	PROG	System programmimg and configuration and commisioning

PURCHASED INVESTMENT $10,999.20

Tax exempt project

Please Note: All fire alarm system interafce shall be provided by others if applicable, Permits and drawings if required shall be invoiced seperately and is not included in this SOW. Village of Islands shall provide DWG/CAD file of facility if applicable.

Total **$10,999.20**

Thank you for the opportunity, we look forward to working together in the future!

INTEGRATED FIRE & SECURITY SOLUTIONS, Inc
1970 Dana Drive
Fort Myers FL, 33907
Voice (239) 415-4374 fax (239) 415-4378
EC0001085

Version: 1
Integrated Fire & Security Reference: Village of Islands, Islamorada

Date: 2/4/25
Sale Price: ***$10,999.20***

INTEGRATED FIRE & SECURITY SOLUTIONS Terms and Conditions of Sale

1.DEFINITIONS:

a. Integrated Fire and Security Solutions, Inc. will be referred to as IFSS.
b. The signor of this Agreement will be referred to as the Purchaser.
c. The end user of the software and/or equipment will be referred to as the Customer.
d. In some cases, the Customer and the Purchaser are one and the same.

2. LIMITATION OF WARRANTY: Purchaser understands that Integrated Fire and Security Solutions, Inc. (hereinafter known as IFSS) is not an Insurer. Subject to the limitations below, IFSS warrants that the Product (as distinguished from Software) be free from defects in material and workmanship under normal use for a period of one year from the date of first beneficial use of all or any part of this Product or 18 months after Product shipment whichever is earlier. However, IFSS's sole liability, and purchaser's sole remedy, under said warranty, shall be limited to the repair or replacement of any Product, or part thereof, which IFSS determines to be defective at IFSS's sole option and subject to the availability of service personnel and parts, as determined by IFSS. IFSS's expendable items including, but not limited to, video and print heads, batteries and certain other products in accordance with the applicable manufacturer's warranty. IFSS does not warrant devices designed to fail in protecting a system such as, but not limited to fuses and circuit breakers. IFSS warrants that any IFSS Software described in this Agreement, as well as that Software contained in or sold as part of any Product described in this Agreement, will reasonably conform to its published specifications in effect at the time of delivery and for ninety (90) days after delivery. However, Purchaser agrees and acknowledges that the Software may have inherent defects because of its complexity. IFSS sole obligation with respect to Software, and purchasers sole remedy, shall be to make available published modifications, designed to correct inherent defects, which become available during the warranty period.

3. VALIDITY PERIOD: The price quotes provided are valid for 30 days unless otherwise specified in writing by IFSS.

4. INTEGRATED FIRE & SECURITY SOLUTIONS: Purchaser and others agrees that IFSS offers various levels of services and that the Purchaser, after reviewing the same, has contracted with IFSS to perform only those services described in writing in this Agreement. IFSS denies liability for materials, supplies or work provided by other persons, unless that work is specifically contracted. IFSS denies any supervisory role and this Agreement shall not commit IFSS to any supervisory role, including, but not limited to the placement or routing of any wires or other product. If this Agreement includes a quote for Monitoring Services to be supplied by IFSS, purchaser agrees for himself, and any assignees to this Agreement that IFSS shall have no duty to perform such Monitoring Services until and unless the Purchaser, and any assignee including but not limited to the end-user, agree to and sign an approved IFSS Monitoring Agreement.

5. CANCELLATION: Any cancellation must be made in writing. Recognizing that any damages affecting IFSS arising from cancellation will be difficult to estimate or determine, the following changes shall be construed as liquidated damages representing an approximation of the administrative, engineering, and other costs IFSS will actually incur in reliance upon this Agreement and not as a penalty: If, prior to shipment purchaser cancels this Agreement or any portion thereof, for any reason not attributable to any action of IFSS, Purchaser agrees to pay IFSS an amount equal to 20% of the price of the products canceled if the cancellation occurs more than 21 days after IFSS receives Purchaser's order or Purchaser accepts this Agreement. If Purchaser cancels after shipment, Purchaser agrees to pay the aforementioned 20% damages plus freight charges for the shipment, return the products already shipped at Purchaser' expense, and additionally pay any incurred restocking fees.

6. LIMITATION OF LIABILITY: It is understood and agreed that since it is impractical and extremely difficult to fix actual damages, if any, or ascertain what, it any, portion of any loss of would be proximately caused by the failure of IFSS Product and/or Software to operate, or to operate properly, or IFSS to perform any of its obligations or services described herein. UNDER NO CIRCUMSTANCES WILL IFSS's LIABILITY FOR ANY DAMAGES, INCLUDING BUT NOT LIMITED TO THOSE ARISING IN ANY WAY OUT OF THE INSTALLATION USE DESIGN, FUNCTION OR FAILURE TO FUNCTION OF ANY PRODUCT AND/OR SOFTWARE SOLD BY IFSS BE IN EXCESS OF THE PURCHASE PRICE PAID FOR THE PRODUCT, SOFTWARE AND/OR SERVICES. IN NO CIRCUMSTANCES SHALL IFSS BE HELD LIABLE FOR ANY CLAIMS, LOSSES, DAMAGES OR INJURIES ARISING FROM OR CAUSED BY THE PURCHASER'S OR ANY OTHER PARTY'S MATERIAL, EQUIPMENT, ACTIONS, OR OMISSIONS. If Purchaser wishes for IFSS to increase the amount of liability over the limitation as stated above, Purchaser may inquire about obtaining an increase to this amount in exchange for an increased purchase or contract price. Under no circumstances will it be construed to mean that IFSS is an insurer or that the obligations of obtaining and maintaining insurance are not with the Purchaser

7. CONSEQUENTIAL DAMAGES: IFSS and Purchaser agree to a mutual waiver of consequential damages.

8. INSURANCE OBLIGATIONS: It is understood and agreed by the Purchaser that IFSS is not an insurer and that it is the Purchaser's obligation to obtain and maintain any insurance covering any losses to property or personal injury or any other damage which may occur at the premises where IFSS's Product, Software or Services is being installed, assembled, utilized, and or performed. The Purchaser agrees to list IFSS as an additional insured on all such policies and to provide IFSS a copy of the Certificate of Insurance upon request. Purchaser further agrees that the Certificate of Insurance shall contain a provision that coverage afforded under these policies will not be canceled or materially discontinued until at least thirty (30) days after written notice is given to IFSS.

9. WAIVER OF SUBROGATION: Purchaser does hereby for itself, and all other parties claiming under it to release and discharge IFSS from and against all hazards covered by Purchaser's insurance. It being expressly agreed and understood that no insurance company insurer, or any other third party will have any right of subrogation against IFSS.

10. LIMITATION OF ACTIONS: The Purchaser hereby agrees that no claim, suit or action of any kind shall be brought against IFSS, its agents, employees, and/or officers more than one year after the incident, which is subject to the claim, suit or action, whether known or unknown at the time of incident. If there is a claim, suit, or cause of action arising under the Warranty, it must be brought, if at all, within six months of expiration of the Warranty period stated above. This clause is in no way to be interpreted as an extension of the Express Warranty stated in paragraph 1 above.

11. DRUG FREE WORKPLACE POLICY: IFSS has a written drug free workplace policy available for review by written request.

12. INSTALLATION: The installation of any Product is NOT INCLUDED unless specifically provided for in this Agreement.

13. TITLE: The Software and any relevant Product as described in this Agreement shall remain the property of IFSS, even if attached to real or other property owned by the Customer or others. Customer shall not sell, assign, encumber or remove from the premises as installed the Product or Software without the prior written consent of IFSS. Customer shall perform all necessary acts to preserve and protect the rights, title and interest of IFSS in the Product and Software including but not limited to signing any financing statements or other documents requested by IFSS or its agents. IFSS may inspect the product and/or Software during normal business hours and may affix labels or notices of ownership on the Product and Software.

14. FORCE MAJEURE: IFSS shall not be liable for any loss or damage of any kind resulting from delay, inability to deliver, or install, or to perform any other work under this Agreement on account of fire, flood, labor problems, access to premises, accidents, acts of civil or military authorities, acts of God, or from any other causes beyond IFSS control.

15. DRAWINGS: All drawings and wiring diagrams provided by IFSS in connection with this Agreement are protected under United States Copyright Laws and Intended solely for the use of the installing contractor as a general guide for the installation of the System. Those drawings and wiring diagrams were prepared in accordance with the project plans available to IFSS at the time of the bid and are NOT intended to be System design or approval documents. Unless explicitly contracted to provide system design, IFSS is not to be considered a design professional and under no circumstances is any clause in this agreement or any actions taken by IFSS to be construed in such a way as to impose upon IFSS the duties or liabilities of a design.

16. CHANGE ORDERS: This Agreement can be modified, amended or altered only by an Agreement in writing, signed by both parties or their duty authorized representatives

17. SOFTWARE LICENSE AND USE: Software Products provided by IFSS are licensed, not sold. The Customer has only a non-exclusive, non-transferable license to use the software ('License'). IFSS retains all rights, title and interest to the Software. In some cases, IFSS may have a right to re-license the Software. 'Software' shall mean any part of Software provided by IFSS or contained in any IFSS product covered by this Agreement or to be subsequently ordered, as well as any modified versions and all related documentation. Customer shall use the Software only on the Product and all the Product Sites listed herein. Any Software received by the Customer at any time is subject to this Agreement. The License term begins upon delivery of the Software and continues until the last use of the Software with the Product, unless terminated. IFSS may terminate this License if the Customer.: (1) Fails to perform any obligation under the Agreement; (2) ceases to do business as a going concern; (3) has its assets assigned or attached by law. Within five (5) days after the License terminates, Customer shall, at its expense, return any physical media containing Software to IFSS and destroy all virtual or stored copies of the Software, including copies in memory or otherwise stored.

18. PROTECTION AND NON-DISCLOSURE OF SOFTWARE: Customer shall maintain the Software in strict confidence and shall disclose it only to its employees requiring access. Customer shall utilize adequate procedures controlling access to and use of the Software consistent with the protection of IFSS's rights. Customer may duplicate Software only for internal use on the Product according to IFSS instructions.

THIS QUOTATION AND ANY RESULTING CONTRACT SHALL BE SUBJECT TO THE GENERAL TERMS AND CONDITIONS CONTAINED HEREIN

Order By:	Accepted By:
Integrated Fire & Security Solutions	Company Name:
1970 Dana Drive	Address:
Fort Myers FL, 33907	Representative Name:
Voice (239) 415-4374 fax (239) 415-4378	Representative Signature: ___________________________________
Representative Name: ***Gene Napolitano***	Title:
Representative Signature:	P.O. # :
	Date:
Date: **2/4/2025**	Sale Price: ***$10,999.20***

Date:	2/4/25
Version:	1
Total:	***$19,860.32***

Project Name: ***DSX Access control system (UMK)***
Customer: ***Village of Islands, Islamorada***
Address: 86800 Overseas Hwy, Islamorada,FL 33036
Attention: ***Vince Tarves***
Contact Info: ***Vince.Tarves@islamorada.fl.us***

IFSS Rep: Gene Napolitano

QTY	Part Number	*Equipment Description / SOW*
1	VON	Von Duprin electrfied panic bar for 3.0 x7.0 with 3 point locking mechanisum (Second door left)
1	VON	Von Duprin Pull Trim with RIM Cylinder
1	VON	Von Duprin electric hinge 8 wire 626
1	DSX1042NV	DSX intelligent controller two door nonvolitile with enclorsue cabinet *(1) 1040E enclosue cabinet, (1) 1042 expansion board, (1) 1040 PDP Power distribution panel, (1) CDM Communications distribution module. 120 VAC provided by others at panels.*
1	DSX-LAN	DSX network interface LAN card *(Network pathway and designated IP address provided by others)*
1	DSXRWS150/28	DSX power supply unit with enclosure cabinet
2	CONT	Industrial magnetic door contact with armored corder door supervision
2	HONEYWELL	Request to exit PIR (white) above the door
2	HID	HID surface mount proximity card reader
1	MIS	Miscellaneous. Connectors and conduit for cable concealment
1	PM	Assigned project manager
1	PROG	System programmimg and configuration and commisioning
1	HES	Electrified kit for existing Yale 3 point Panic Bar (Main door right)
1	HES	Electrified Hinge 8-wire , 626

PURCHASED INVESTMENT $19,860.32

Tax exempt project

Please Note: All fire alarm system interafce shall be provided by others if applicable, Permits and drawings if required shall be invoiced seperately and is not included in this SOW. Village of Islands shall provide DWG/CAD file of facility if applicable.

Total **$19,860.32**

Thank you for the opportunity, we look forward to working together in the future!

INTEGRATED FIRE & SECURITY SOLUTIONS, Inc
1970 Dana Drive
Fort Myers FL, 33907
Voice (239) 415-4374 fax (239) 415-4378
EC0001085

Version:	1
Integrated Fire & Security Reference:	Village of Islands, Islamorada
Date:	2/4/25
Sale Price:	***$19,860.32***

INTEGRATED FIRE & SECURITY SOLUTIONS Terms and Conditions of Sale

1.DEFINITIONS:

a. Integrated Fire and Security Solutions, Inc. will be referred to as IFSS.
b. The signor of this Agreement will be referred to as the Purchaser.
c. The end user of the software and/or equipment will be referred to as the Customer.
d. In some cases, the Customer and the Purchaser are one and the same.

2. LIMITATION OF WARRANTY: Purchaser understands that Integrated Fire and Security Solutions, Inc. (hereinafter known as IFSS) is not an Insurer. Subject to the limitations below, IFSS warrants that the Product (as distinguished from Software) be free from defects in material and workmanship under normal use for a period of one year from the date of first beneficial use of all or any part of this Product or 18 months after Product shipment whichever is earlier. However, IFSS's sole liability, and purchaser's sole remedy, under said warranty, shall be limited to the repair or replacement of any Product, or part thereof, which IFSS determines to be defective at IFSS's sole option and subject to the availability of service personnel and parts, as determined by IFSS. IFSS's expendable items including, but not limited to, video and print heads, batteries and certain other products in accordance with the applicable manufacturer's warranty. IFSS does not warrant devices designed to fail in protecting a system such as, but not limited to fuses and circuit breakers. IFSS warrants that any IFSS Software described in this Agreement, as well as that Software contained in or sold as part of any Product described in this Agreement, will reasonably conform to its published specifications in effect at the time of delivery and for ninety (90) days after delivery. However, Purchaser agrees and acknowledges that the Software may have inherent defects because of its complexity. IFSS sole obligation with respect to Software, and purchasers sole remedy, shall be to make available published modifications, designed to correct inherent defects, which become available during the warranty period.

3. VALIDITY PERIOD: The price quotes provided are valid for 30 days unless otherwise specified in writing by IFSS.

4. INTEGRATED FIRE & SECURITY SOLUTIONS: Purchaser and others agrees that IFSS offers various levels of services and that the Purchaser, after reviewing the same, has contracted with IFSS to perform only those services described in writing in this Agreement. IFSS denies liability for materials, supplies or work provided by other persons, unless that work is specifically contracted. IFSS denies any supervisory role and this Agreement shall not commit IFSS to any supervisory role, including, but not limited to the placement or routing of any wires or other product. If this Agreement includes a quote for Monitoring Services to be supplied by IFSS, purchaser agrees for himself, and any assignees to this Agreement that IFSS shall have no duty to perform such Monitoring Services until and unless the Purchaser, and any assignee including but not limited to the end-user, agree to and sign an approved IFSS Monitoring Agreement.

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6. LIMITATION OF LIABILITY: It is understood and agreed that since it is impractical and extremely difficult to fix actual damages, if any, or ascertain what, it any, portion of any loss of would be proximately caused by the failure of IFSS Product and/or Software to operate, or to operate properly, or IFSS to perform any of its obligations or services described herein. UNDER NO CIRCUMSTANCES WILL IFSS's LIABILITY FOR ANY DAMAGES, INCLUDING BUT NOT LIMITED TO THOSE ARISING IN ANY WAY OUT OF THE INSTALLATION USE DESIGN, FUNCTION OR FAILURE TO FUNCTION OF ANY PRODUCT AND/OR SOFTWARE SOLD BY IFSS BE IN EXCESS OF THE PURCHASE PRICE PAID FOR THE PRODUCT, SOFTWARE AND/OR SERVICES. IN NO CIRCUMSTANCES SHALL IFSS BE HELD LIABLE FOR ANY CLAIMS, LOSSES, DAMAGES OR INJURIES ARISING FROM OR CAUSED BY THE PURCHASER'S OR ANY OTHER PARTY'S MATERIAL, EQUIPMENT, ACTIONS, OR OMISSIONS. If Purchaser wishes for IFSS to increase the amount of liability over the limitation as stated above, Purchaser may inquire about obtaining an increase to this amount in exchange for an increased purchase or contract price. Under no circumstances will it be construed to mean that IFSS is an insurer or that the obligations of obtaining and maintaining insurance are not with the Purchaser

7. CONSEQUENTIAL DAMAGES: IFSS and Purchaser agree to a mutual waiver of consequential damages.

8. INSURANCE OBLIGATIONS: It is understood and agreed by the Purchaser that IFSS is not an insurer and that it is the Purchaser's obligation to obtain and maintain any insurance covering any losses to property or personal injury or any other damage which may occur at the premises where IFSS's Product, Software or Services is being installed, assembled, utilized, and or performed. The Purchaser agrees to list IFSS as an additional insured on all such policies and to provide IFSS a copy of the Certificate of Insurance upon request. Purchaser further agrees that the Certificate of Insurance shall contain a provision that coverage afforded under these policies will not be canceled or materially discontinued until at least thirty (30) days after written notice is given to IFSS.

9. WAIVER OF SUBROGATION: Purchaser does hereby for itself, and all other parties claiming under it to release and discharge IFSS from and against all hazards covered by Purchaser's insurance. It being expressly agreed and understood that no insurance company insurer, or any other third party will have any right of subrogation against IFSS.

10. LIMITATION OF ACTIONS: The Purchaser hereby agrees that no claim, suit or action of any kind shall be brought against IFSS, its agents, employees, and/or officers more than one year after the incident, which is subject to the claim, suit or action, whether known or unknown at the time of incident. If there is a claim, suit, or cause of action arising under the Warranty, it must be brought, if at all, within six months of expiration of the Warranty period stated above. This clause is in no way to be interpreted as an extension of the Express Warranty stated in paragraph 1 above.

11. DRUG FREE WORKPLACE POLICY: IFSS has a written drug free workplace policy available for review by written request.

12. INSTALLATION: The installation of any Product is NOT INCLUDED unless specifically provided for in this Agreement.

13. TITLE: The Software and any relevant Product as described in this Agreement shall remain the property of IFSS, even if attached to real or other property owned by the Customer or others. Customer shall not sell, assign, encumber or remove from the premises as installed the Product or Software without the prior written consent of IFSS. Customer shall perform all necessary acts to preserve and protect the rights, title and interest of IFSS in the Product and Software including but not limited to signing any financing statements or other documents requested by IFSS or its agents. IFSS may inspect the product and/or Software during normal business hours and may affix labels or notices of ownership on the Product and Software.

14. FORCE MAJEURE: IFSS shall not be liable for any loss or damage of any kind resulting from delay, inability to deliver, or install, or to perform any other work under this Agreement on account of fire, flood, labor problems, access to premises, accidents, acts of civil or military authorities, acts of God, or from any other causes beyond IFSS control.

15. DRAWINGS: All drawings and wiring diagrams provided by IFSS in connection with this Agreement are protected under United States Copyright Laws and Intended solely for the use of the installing contractor as a general guide for the installation of the System. Those drawings and wiring diagrams were prepared in accordance with the project plans available to IFSS at the time of the bid and are NOT intended to be System design or approval documents. Unless explicitly contracted to provide system design, IFSS is not to be considered a design professional and under no circumstances is any clause in this agreement or any actions taken by IFSS to be construed in such a way as to impose upon IFSS the duties or liabilities of a design.

16. CHANGE ORDERS: This Agreement can be modified, amended or altered only by an Agreement in writing, signed by both parties or their duty authorized representatives

17. SOFTWARE LICENSE AND USE: Software Products provided by IFSS are licensed, not sold. The Customer has only a non-exclusive, non-transferable license to use the software ('License'). IFSS retains all rights, title and interest to the Software. In some cases, IFSS may have a right to re-license the Software. 'Software' shall mean any part of Software provided by IFSS or contained in any IFSS product covered by this Agreement or to be subsequently ordered, as well as any modified versions and all related documentation. Customer shall use the Software only on the Product and all the Product Sites listed herein. Any Software received by the Customer at any time is subject to this Agreement. The License term begins upon delivery of the Software and continues until the last use of the Software with the Product, unless terminated. IFSS may terminate this License if the Customer.: (1) Fails to perform any obligation under the Agreement; (2) ceases to do business as a going concern; (3) has its assets assigned or attached by law. Within five (5) days after the License terminates, Customer shall, at its expense, return any physical media containing Software to IFSS and destroy all virtual or stored copies of the Software, including copies in memory or otherwise stored.

18. PROTECTION AND NON-DISCLOSURE OF SOFTWARE: Customer shall maintain the Software in strict confidence and shall disclose it only to its employees requiring access. Customer shall utilize adequate procedures controlling access to and use of the Software consistent with the protection of IFSS's rights. Customer may duplicate Software only for internal use on the Product according to IFSS instructions.

THIS QUOTATION AND ANY RESULTING CONTRACT SHALL BE SUBJECT TO THE GENERAL TERMS AND CONDITIONS CONTAINED HEREIN

Order By:	Accepted By:
Integrated Fire & Security Solutions	Company Name:
1970 Dana Drive	Address:
Fort Myers FL, 33907	Representative Name:
Voice (239) 415-4374 fax (239) 415-4378	Representative Signature: ___________________________________
Representative Name: ***Gene Napolitano***	Title:
Representative Signature:	P.O. # :
	Date:
Date: **2/4/2025**	Sale Price: ***$19,860.32***

Project Name:	***DSX Access control system (LMK)***	**Date:**	2/4/25
Customer:	***Village of Islands, Islamorada***	**Version:**	1
Address:	86800 Overseas Hwy, Islamorada,FL 33036	**Total:**	***$16,359.99***
Attention:	***Vince Tarves***	**IFSS Rep:**	Gene Napolitano
Contact Info:	***Vince.Tarves@islamorada.fl.us***		

QTY	Part Number	Equipment Description / SOW
1	VON	Von Duprin electrfied panic bar for 3.0 x7.0 with 3 point locking mechanisum
1	VON	Von Duprin Pull Trim with RIM Cylinder
1	VON	Von Duprin electric hinge 8 wire 626
1	DSX1042NV	DSX intelligent controller two door nonvolitile with enclorsue cabinet *(1) 1040E enclosue cabinet, (1) 1042 expansion board, (1) 1040 PDP Power distribution panel, (1) CDM Communications distribution module. 120 VAC provided by others at panels.*
1	DSX-LAN	DSX network interface LAN card *(Network pathway and designated IP address provided by others)*
1	DSXRWS150/28	DSX power supply unit with enclosure cabinet
1	CONT	Industrial magnetic door contact with armored corder door supervision
1	HONEYWELL	Request to exit PIR (white) above the door
1	HID	HID surface mount proximity card reader
1	MIS	Miscellaneous. Connectors and conduit for cable concealment
1	PM	Assigned project manager
1	PROG	System programmimg and configuration and commisioning

PURCHASED INVESTMENT $16,359.99

Tax exempt project

Please Note: All fire alarm system interafce shall be provided by others if applicable, Permits and drawings if required shall be invoiced seperately and is not included in this SOW.
Village of Islands shall provide DWG/CAD file of facility if applicable.

Total ***$16,359.99***

Thank you for the opportunity, we look forward to working together in the future!

INTEGRATED FIRE & SECURITY SOLUTIONS, Inc
1970 Dana Drive
Fort Myers FL, 33907
Voice (239) 415-4374 fax (239) 415-4378
EC0001085

Version: 1
Integrated Fire & Security Reference: Village of Islands, Islamorada
Date: 2/4/25
Sale Price: ***$16,359.99***

INTEGRATED FIRE & SECURITY SOLUTIONS Terms and Conditions of Sale

1.DEFINITIONS:

a. Integrated Fire and Security Solutions, Inc. will be referred to as IFSS.
b. The signor of this Agreement will be referred to as the Purchaser.
c. The end user of the software and/or equipment will be referred to as the Customer.
d. In some cases, the Customer and the Purchaser are one and the same.

2. LIMITATION OF WARRANTY: Purchaser understands that Integrated Fire and Security Solutions, Inc. (hereinafter known as IFSS) is not an Insurer. Subject to the limitations below, IFSS warrants that the Product (as distinguished from Software) be free from defects in material and workmanship under normal use for a period of one year from the date of first beneficial use of all or any part of this Product or 18 months after Product shipment whichever is earlier. However, IFSS's sole liability, and purchaser's sole remedy, under said warranty, shall be limited to the repair or replacement of any Product, or part thereof, which IFSS determines to be defective at IFSS's sole option and subject to the availability of service personnel and parts, as determined by IFSS. IFSS's expendable items including, but not limited to, video and print heads, batteries and certain other products in accordance with the applicable manufacturer's warranty. IFSS does not warrant devices designed to fail in protecting a system such as, but not limited to fuses and circuit breakers. IFSS warrants that any IFSS Software described in this Agreement, as well as that Software contained in or sold as part of any Product described in this Agreement, will reasonably conform to its published specifications in effect at the time of delivery and for ninety (90) days after delivery. However, Purchaser agrees and acknowledges that the Software may have inherent defects because of its complexity. IFSS sole obligation with respect to Software, and purchasers sole remedy, shall be to make available published modifications, designed to correct inherent defects, which become available during the warranty period.
3. VALIDITY PERIOD: The price quotes provided are valid for 30 days unless otherwise specified in writing by IFSS.
4. INTEGRATED FIRE & SECURITY SOLUTIONS: Purchaser and others agrees that IFSS offers various levels of services and that the Purchaser, after reviewing the same, has contracted with IFSS to perform only those services described in writing in this Agreement. IFSS denies liability for materials, supplies or work provided by other persons, unless that work is specifically contracted. IFSS denies any supervisory role and this Agreement shall not commit IFSS to any supervisory role, including, but not limited to the placement or routing of any wires or other product. If this Agreement includes a quote for Monitoring Services to be supplied by IFSS, purchaser agrees for himself, and any assignees to this Agreement that IFSS shall have no duty to perform such Monitoring Services until and unless the Purchaser, and any assignee including but not limited to the end-user, agree to and sign an approved IFSS Monitoring Agreement.
5. CANCELLATION: Any cancellation must be made in writing. Recognizing that any damages affecting IFSS arising from cancellation will be difficult to estimate or determine, the following changes shall be construed as liquidated damages representing an approximation of the administrative, engineering, and other costs IFSS will actually incur in reliance upon this Agreement and not as a penalty: If, prior to shipment purchaser cancels this Agreement or any portion thereof, for any reason not attributable to any action of IFSS, Purchaser agrees to pay IFSS an amount equal to 20% of the price of the products canceled if the cancellation occurs more than 21 days after IFSS receives Purchaser's order or Purchaser accepts this Agreement. If Purchaser cancels after shipment, Purchaser agrees to pay the aforementioned 20% damages plus freight charges for the shipment, return the products already shipped at Purchaser' expense, and additionally pay any incurred restocking fees.
6. LIMITATION OF LIABILITY: It is understood and agreed that since it is impractical and extremely difficult to fix actual damages, if any, or ascertain what, it any, portion of any loss of would be proximately caused by the failure of IFSS Product and/or Software to operate, or to operate properly, or IFSS to perform any of its obligations or services described herein. UNDER NO CIRCUMSTANCES WILL IFSS's LIABILITY FOR ANY DAMAGES, INCLUDING BUT NOT LIMITED TO THOSE ARISING IN ANY WAY OUT OF THE INSTALLATION USE DESIGN, FUNCTION OR FAILURE TO FUNCTION OF ANY PRODUCT AND/OR SOFTWARE SOLD BY IFSS BE IN EXCESS OF THE PURCHASE PRICE PAID FOR THE PRODUCT, SOFTWARE AND/OR SERVICES. IN NO CIRCUMSTANCES SHALL IFSS BE HELD LIABLE FOR ANY CLAIMS, LOSSES, DAMAGES OR INJURIES ARISING FROM OR CAUSED BY THE PURCHASER'S OR ANY OTHER PARTY'S MATERIAL, EQUIPMENT, ACTIONS, OR OMISSIONS. If Purchaser wishes for IFSS to increase the amount of liability over the limitation as stated above, Purchaser may inquire about obtaining an increase to this amount in exchange for an increased purchase or contract price. Under no circumstances will it be construed to mean that IFSS is an insurer or that the obligations of obtaining and maintaining insurance are not with the Purchaser
7. CONSEQUENTIAL DAMAGES: IFSS and Purchaser agree to a mutual waiver of consequential damages.
8. INSURANCE OBLIGATIONS: It is understood and agreed by the Purchaser that IFSS is not an insurer and that it is the Purchaser's obligation to obtain and maintain any insurance covering any losses to property or personal injury or any other damage which may occur at the premises where IFSS's Product, Software or Services is being installed, assembled, utilized, and or performed. The Purchaser agrees to list IFSS as an additional insured on all such policies and to provide IFSS a copy of the Certificate of Insurance upon request. Purchaser further agrees that the Certificate of Insurance shall contain a provision that coverage afforded under these policies will not be canceled or materially discontinued until at least thirty (30) days after written notice is given to IFSS.
9. WAIVER OF SUBROGATION: Purchaser does hereby for itself, and all other parties claiming under it to release and discharge IFSS from and against all hazards covered by Purchaser's insurance. It being expressly agreed and understood that no insurance company insurer, or any other third party will have any right of subrogation against IFSS.
10. LIMITATION OF ACTIONS: The Purchaser hereby agrees that no claim, suit or action of any kind shall be brought against IFSS, its agents, employees, and/or officers more than one year after the incident, which is subject to the claim, suit or action, whether known or unknown at the time of incident. If there is a claim, suit, or cause of action arising under the Warranty, it must be brought, if at all, within six months of expiration of the Warranty period stated above. This clause is in no way to be interpreted as an extension of the Express Warranty stated in paragraph 1 above.
11. DRUG FREE WORKPLACE POLICY: IFSS has a written drug free workplace policy available for review by written request.
12. INSTALLATION: The installation of any Product is NOT INCLUDED unless specifically provided for in this Agreement.
13. TITLE: The Software and any relevant Product as described in this Agreement shall remain the property of IFSS, even if attached to real or other property owned by the Customer or others. Customer shall not sell, assign, encumber or remove from the premises as installed the Product or Software without the prior written consent of IFSS. Customer shall perform all necessary acts to preserve and protect the rights, title and interest of IFSS in the Product and Software including but not limited to signing any financing statements or other documents requested by IFSS or its agents. IFSS may inspect the product and/or Software during normal business hours and may affix labels or notices of ownership on the Product and Software.
14. FORCE MAJEURE: IFSS shall not be liable for any loss or damage of any kind resulting from delay, inability to deliver, or install, or to perform any other work under this Agreement on account of fire, flood, labor problems, access to premises, accidents, acts of civil or military authorities, acts of God, or from any other causes beyond IFSS control.
15. DRAWINGS: All drawings and wiring diagrams provided by IFSS in connection with this Agreement are protected under United States Copyright Laws and Intended solely for the use of the installing contractor as a general guide for the installation of the System. Those drawings and wiring diagrams were prepared in accordance with the project plans available to IFSS at the time of the bid and are NOT intended to be System design or approval documents. Unless explicitly contracted to provide system design, IFSS is not to be considered a design professional and under no circumstances is any clause in this agreement or any actions taken by IFSS to be construed in such a way as to impose upon IFSS the duties or liabilities of a design.
16. CHANGE ORDERS: This Agreement can be modified, amended or altered only by an Agreement in writing, signed by both parties or their duty authorized representatives
17. SOFTWARE LICENSE AND USE: Software Products provided by IFSS are licensed, not sold. The Customer has only a non-exclusive, non-transferable license to use the software ('License'). IFSS retains all rights, title and interest to the Software. In some cases, IFSS may have a right to re-license the Software. 'Software' shall mean any part of Software provided by IFSS or contained in any IFSS product covered by this Agreement or to be subsequently ordered, as well as any modified versions and all related documentation. Customer shall use the Software only on the Product and all the Product Sites listed herein. Any Software received by the Customer at any time is subject to this Agreement. The License term begins upon delivery of the Software and continues until the last use of the Software with the Product, unless terminated. IFSS may terminate this License if the Customer.: (1) Fails to perform any obligation under the Agreement; (2) ceases to do business as a going concern; (3) has its assets assigned or attached by law. Within five (5) days after the License terminates, Customer shall, at its expense, return any physical media containing Software to IFSS and destroy all virtual or stored copies of the Software, including copies in memory or otherwise stored.

18. PROTECTION AND NON-DISCLOSURE OF SOFTWARE: Customer shall maintain the Software in strict confidence and shall disclose it only to its employees requiring access. Customer shall utilize adequate procedures controlling access to and use of the Software consistent with the protection of IFSS's rights. Customer may duplicate Software only for internal use on the Product according to IFSS instructions.

THIS QUOTATION AND ANY RESULTING CONTRACT SHALL BE SUBJECT TO THE GENERAL TERMS AND CONDITIONS CONTAINED HEREIN

Order By:	Accepted By:
Integrated Fire & Security Solutions	Company Name:
1970 Dana Drive	Address:
Fort Myers FL, 33907	Representative Name:
Voice (239) 415-4374 fax (239) 415-4378	Representative Signature: ___________________________________
Representative Name: ***Gene Napolitano***	Title:
Representative Signature:	P.O. # :
	Date:
Date: **2/4/2025**	Sale Price: ***$16,359.99***

Council Communication

To: Mayor and Village Council
From: Peter Frezza, Environmental Resources Manager
Date: March 18, 2025
SUBJECT: **Resolution Approving Work Authorization No. 21 with WSP USA, Inc. for the Feasibility Study for a Vessel Exclusion Zone at Sunset Drive Beach TAB 14**

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 that 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 USA, Inc. ("WSP") for the feasibility study, which also includes design and permitting services. The proposal and cost ($52,492) of the study was presented to the Village Council at their regularly scheduled meeting on January 7, 2025. The direction from the Council at this meeting was to request a revised proposal from WSP that only included feasibility and not permitting services.

Analysis:

Effective August 14, 2020, the Village and WSP entered into a Non-Exclusive Continuing Services Agreement ("CSA") for professional architectural and engineering support services. WSP is a multidisciplinary firm with local staff that has served the Village and Monroe County for the past twelve (12) years. Exhibit "A" to the attached Resolution is proposed Work Authorization No. 21 between the Village and WSP for Environmental Support Services for a feasibility study for a vessel exclusion area at Sunset Drive beach, at a cost not to exceed $5,848.50. Work Authorization No. 21 would become effective upon full execution and continue through December 31, 2026. Under this agreement, outlined in the Scope of Services within Exhibit "1", WSP will provide a preliminary conditions assessment of site conditions which will include georeferenced photographs with a general site description. WSP will also set up and conduct preapplication meetings with permitting agencies and will submit a feasibility assessment of the proposed project to the Village.

Budget Impact:

The Village did not specifically budget for these services in FY 2024-2025. However, services such as this are typically accounted for within the General Fund/Village Manager/Professional Services account. The balance of this account as of March 18, 2025 is $53,601.61.

Staff Impact:
The Village's Environmental Resources Manager would manage the agreement with WSP and would assist WSP with any environmental questions or issues that arise. The Village's Finance department would track the expenditures. Estimated staff time on this project is one hour per week.

Recommendation:

Attachments:

1. Resolution_WSP WA#21_Sunset Dr. Beach Vessel Exlusion Zone_031825 RVCM
2. Exhibit A_WA#21_WSP - Sunset Drive Beach – Vessel Exclusion Zone_111924
3. Exhibit 1_WSP Proposal for Vessel Exclusion Area - Sea Oates Beach 2024-3-3

RESOLUTION N0. 25-

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING WORK AUTHORIZATION NO. 21 WITH WSP USA, INC. FOR PROFESSIONAL SERVICES FOR THE FEASIBILITY STUDY FOR A VESSEL EXCLUSION ZONE AT SUNSET DRIVE BEACH; AUTHORIZING VILLAGE OFFICIALS TO IMPLEMENT THE TERMS AND CONDITIONS OF WORK AUTHORIZATION NO. 21; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE PROJECT AGREEMENT FOR WORK AUTHORIZATION NO. 21; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Village Council of Islamorada, Village of Islands (the "Village Council"), has been discussing the idea of establishing a new vessel exclusion zone/swim area off Sunset Drive Beach on Lower Matecumbe Key; and

WHEREAS, pursuant to Section 327.46, Florida Statues, the Village has the authority to adopt vessel exclusion zones or swim areas within the Village; and

WHEREAS, the first step for the Village if it desires to move forward with the new vessel exclusion zone is to complete the design of the layout of the buoy system that would delineate the zone; and

WHEREAS, due to the complicated nature of the permitting for the buoy system, a feasibility study which incorporates discussions with all permitting agencies involved is prudent and desired; and

WHEREAS, the Village is in need of an independent contractor to provide the necessary engineering and environmental services to complete the feasibility evaluation for the proposed new vessel exclusion zone; and

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

WHEREAS, WSP has proposed to perform these services as outlined in the Scope of Services within Exhibit "1" (the "Services") in an amount not to exceed Five Thousand Eight-hundred Forty-eight Dollars and fifty Cents ($5,848.50.); and

WHEREAS, the Village Council of Islamorada, Village of Islands (the "Village Council"), has determined that approval of the Work Authorization No. 21 with WSP is in the best interest of the Village and its residents.

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

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

Section 2. **Approval of Work Authorization.** The Village Council hereby approves Work Authorization No. 21 with WSP for completion of the Design & Feasibility Study for a Vessel Exclusion Zone at Sunset Drive Beach, as set forth in Exhibit "A" attached hereto.

Section 3. **Authorization of Village Officials**. The Village Manager and/or designee and the Village Attorney are authorized to take all actions necessary to implement the terms and conditions of the Work Authorization No. 21.

Section 4. **Authorization of Fund Expenditure.** Notwithstanding the limitations imposed upon the Village Manager pursuant to the Village's Purchasing Procedures Ordinance, the Village Manager is authorized to expend budgeted funds to implement the terms and conditions of the Work Authorization No. 21.

<u>Section 5</u>. **<u>Authorization of Work Authorization Execution.</u>** The Village Manager is authorized to execute the Work Authorization with WSP on behalf of the Village and to execute any extension and amendments to the Agreement, subject to approval as to form and legality by the Village Attorney.

<u>Section 6</u>. **<u>Effective Date</u>.** This Resolution shall take effect immediately upon adoption.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

Motion to adopt by ________________________, seconded by ____________________________.

FINAL VOTE AT ADOPTION

VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS

Mayor Sharon Mahoney ___

Vice Mayor Don Horton ___

Councilman Steve Friedman ___

Councilwoman Deb Gillis ___

Councilwoman Anna Richards ___

PASSED AND ADOPTED THIS ____ DAY OF ___________, 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 J. QUICK, VILLAGE ATTORNEY

Exhibit "A"

PROJECT AGREEMENT

Between

ISLAMORADA, VILLAGE OF ISLANDS

And

WSP USA, INC.

For

Work Authorization No. 21

Engineering, Environmental, and Support Services

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

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

WHEREAS, the VILLAGE and CONSULTANT desire to enter into this Work Authorization No. 21 for the CONSULTANT to complete the feasibility study to implement a vessel exclusion zone at Sunset Drive Beach (the "Services"), as more further described in Exhibit "1" attached hereto, in accordance with the terms and conditions of this Work Authorization No. 21.

The VILLAGE and CONSULTANT agree as follows:

SECTION 1. SCOPE OF SERVICES

1.1 The CONSULTANT shall provide environmental services to the VILLAGE for the Project as described in the "Project Description" attached as Exhibit "1" to complete the Feasibility Study.

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

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

SECTION 2. DELIVERABLES

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

- *Georeferenced photographs with a general site description to be submitted in PDF format to regulatory agencies as part of the pre-application process*
- *Pre-application meeting requests submitted to FDEP, USACE, and FWC which will include the preliminary rapid assessment conducted*
- *Conduction of a pre-application meeting with FDEP, USACE, and FWC to discuss the proposed project scope, present findings from the preliminary rapid assessment, and take notes of any comments from the regulatory agencies*
- *Providing the results of the pre-application meetings including a feasibility assessment of the proposed project*

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

SECTION 3. TERM/TIME OF PERFORMANCE/DAMAGES

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

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

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

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

SECTION 4. AMOUNT, BASIS AND METHOD OF COMPENSATION

4.1 Lump Sum Compensation. VILLAGE agrees to pay CONSULTANT an amount not to exceed Five Thousand Eight-hundred Forty-eight Dollars and fifty Cents **($5,848.50.)** as compensation for performance of all Services related to the Project. It is understood that the method of compensation is that of lump sum which means that CONSULTANT shall perform all Services set forth for total compensation in the amount stated above. Said lump sum includes but is not limited to, compensation for all fees, expenses, and out-of-pocket costs of the CONSULTANT.

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

SECTION 5. BILLING AND PAYMENTS TO THE CONSULTANT

5.1 Invoices.

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

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

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

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

SECTION 6. TERMINATION/SUSPENSION

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

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

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

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

SECTION 7. PERSONNEL ASSIGNED TO PROJECT

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

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

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

SECTION 8. INCORPORATION OF CONTINUING CONTRACT

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

SECTION 9. SEVERABILITY

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

SECTION 10. MISCELLANEOUS

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

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

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

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

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

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

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

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

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

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

[Remainder of this page intentionally left blank]

Affidavit Attesting to Noncoercive Conduct for Labor or Services

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

Vendor FEIN:____

Address:____

City:________________________________State: ________________Zip:_____________

Phone number:___________________________Email Address:________________________

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

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

1. Using or threating to use physical force against any person;
2. Restraining, isolating, or confining or threating 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 threating 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.

<u>Written Declaration</u>

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

By: ____

Authorized Signature

Print Name and Title: ____

Date: ________________________

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

<u>VILLAGE</u>

ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA

By:____
Sheila Denoncourt, Acting Village Manager

The ____ day of ____________________, 20___.

AUTHENTICATION:

____
Marne McGrath, Village Clerk

(SEAL)

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

____
John J. Quick, Village Attorney

CONSULTANT

WSP USA, INC.

By:____

Print Name:_________________________________

Title:_______________________________________

The ____ day of ____________________, 20___.

AUTHENTICATE:

____
Secretary

____
Print Name

WITNESSES:

____

Print Name:__________________________

____

Print Name:__________________________

Exhibit "1"

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

wsp.com

March 3, 2025

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 Assessment 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 that 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.

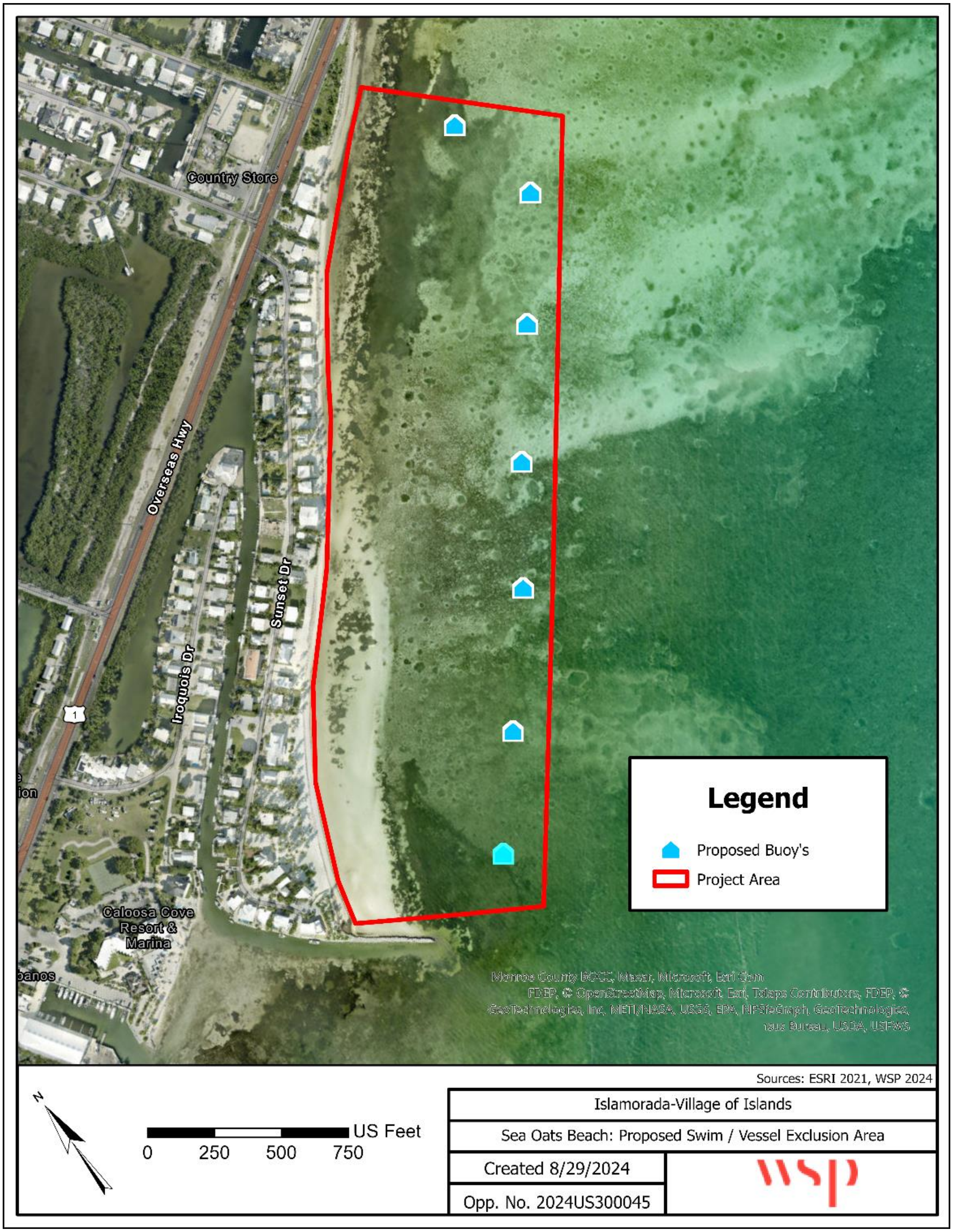
Country Store
Overseas Hwy
Sunset Dr
Iroquois Dr
1
Caloosa Cove Resort & Marina
Legend
Proposed Buoy's
Project Area
Sources: ESRI 2021, WSP 2024
US Feet
0 250 500 750
Islamorada-Village of Islands
Sea Oats Beach: Proposed Swim / Vessel Exclusion Area
Created 8/29/2024
Opp. No. 2024US300045

Figure 1

Scope of Services

Task 1 : Preliminary Conditions Assessment

WSP will go to the site to conduct a rapid preliminary assessment of site conditions. Georeferenced photographs will be taken with a scopic description for submittal as part of the pre-application meeting requests to regulatory agencies. Refer to **Figure 1** for the proposed assessment boundaries.

Deliverable(s): Georeferenced photographs with a general site description are to be submitted in PDF format to regulatory agencies as part of the pre-application process.

The client will review the deliverables to confirm they are completed, accurate, and timely.

Task 2 : Feasibility Assessment-Regulatory Agencies Coordination

WSP USA will submit pre-application meeting requests to discuss the client's project and receive feedback from the Florida Department of Environmental Protection (FDEP), the Army Corps of Engineers (USACE), and the Florida Fish and Wildlife Conservation Commission (FWC).

Deliverable(s):

- Pre-application meeting requests will be submitted to FDEP, USACE, and FWC. The pre-application meeting package includes the preliminary rapid assessment conducted in Task 1.
- WSP will conduct a pre-application meeting with FDEP, USACE, and FWC to discuss the proposed project scope, present findings from the preliminary rapid assessment, and take notes of any comments from the regulatory agencies.
- WSP will provide the results of the pre-application meetings including a feasibility assessment of the proposed project to the Village Manager.

Exclusions

This proposal does not include WSP's assistance with topographic surveys, environmental assessments, permitting, pre-construction activities, or post-construction activities outside of those described within. Should the Village request additional services including, but not limited to, a bathymetric survey, benthic survey, permitting assistance, design, bidding assistance, 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 below 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 **$5,848.50**.

TASKS	TASK FIXED PRICE COST
Task 1: Preliminary Conditions Assessment	$2,173.50
Task 2: Feasibility Assessment	$3,675.00
Total Proposed Fee:	$5,848.50

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 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 Inc.

Greg Corning
Assistant Vice President, Civil Engineer
FL Civil Design Team Lead
1 (314) 920-8359
Greg.Corning@wsp.com

GC/BD/sg

Council Communication

To: Mayor and Village Council
From: John Quick, Interim Village Attorney
Date: March 18, 2025
SUBJECT: **Resolution Approving Settlement Agreement in Litigation Titled *Daniel J. Gulizio v. Islamorada, Village of Islands, et al.*** **TAB 15**

Background:
On or about November 22, 2023, Daniel J. Gulizio ("Mr. Gulizio") filed a lawsuit against the Village in connection with his involuntary separation from the Village. This matter is being defended by the Village's insurance carrier. This complaint alleges three counts: (1) alleged retaliation against the Village under Florida's Whistleblower statute; (2) alleged breach of employment agreement against the Village for failure to pay severance to Mr. Gulizio; and (3) alleged defamation against former Village Manager Ted Yates based on comments allegedly made by the former Village manager related to Mr. Gulizio's termination.

The Village filed a motion to dismiss Mr. Gulizio's complaint which was scheduled for a hearing on March 12, 2025.

Analysis:
The Village met on three (3) separate instances in executive session to discuss settlement negotiations and/or strategy sessions related to litigation expenditures. The Village's insurance defense counsel has engaged in settlement discussions with Mr. Gulizio's attorneys. Based on those discussions, Mr. Gulizio has agreed to the attached draft settlement agreement. This agreement is not final unless and until it is approved by the majority of Council at an open public meeting.

Budget Impact:
In accordance with the settlement, Mr. Gulizio will be paid $80,000. For purposes of the settlement, the $80,000 will be treated as wages and, as a result, will be subject to normal wage withholding (FICA/MICA/social security, etc.). Regardless, for purposes of the settlement, the budget impact to the Village will be $80,000.

Staff Impact:
Staff impact is expected to be minimal as it will primarily relate to finalizing this agreement and effectuating its terms through items such as payroll.

Recommendation:

Attachments: 1. Resolution approving Gulizio settlement agreement
2. Exhibit A - Islamorada - Gulizio - Settlement Agreement - With Verification

RESOLUTION ________

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING THE SETTLEMENT AGREEMENT RELATING TO THE LAWSUIT TITLED DANIEL J. GULIZIO V. ISLAMROADA, VILLAGE OF ISLANDS, ET AL.; AUTHORIZING VILLAGE OFFICIALS TO EXECUTE, DELIVER AND IMPLEMENT THE TERMS AND CONDITIONS OF THE SETTLEMENT AGREEMENT; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS on or about November 22, 2023, Daniel J. Gulizio ("Mr. Gulizio") filed a lawsuit against Islamorada, Village of Islands "Village") in connection with his involuntary separation from the Village; and

WHEREAS, the case of *Daniel J. Gulizio v. Islamorada, Village of Islands, et al.*, is pending in the Circuit Court in and for Monroe County, Florida, at Case Number 23-CA-000440-P ("Lawsuit"); and

WHEREAS, on or about January 9, 2024, February 15, 2024, and February 11, 2025, the Village conducted three Executive Sessions under section 286.011(8)(a), Florida Statutes, to discuss this matter outside of a public meeting, as permitted by Florida law; and

WHEREAS, the Village and Mr. Gulizio have engaged in settlement discussions in an attempt to resolve the Lawsuit; and

WHEREAS, the Village and Mr. Gulizio have tentatively agreed to the terms described in the Settlement Agreement attached hereto as Exhibit "A," subject to consideration by the Village Council of the Village (the "Village Council"), and if approved by the Village Council, the terms shall become a binding Settlement Agreement; and

WHEREAS, the Village Council finds that the Settlement Agreement and this Resolution are in the best interest and welfare of the residents of the Village.

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

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

Section 2. **Approval of the Settlement Agreement.** The Village Council hereby approves the terms and conditions of the Settlement Agreement attached hereto as Exhibit "A" together with such non-material changes as may be acceptable to the Village Manager and approved as to form and legality by the Village Attorney.

Section 3. **Execution of Agreement.** The Village Manager is authorized to execute the Settlement Agreement on behalf of the Village, to execute any required agreements and/or documents to implement the terms and conditions of the Settlement Agreement, subject to the approval as to form and legality by the Village Attorney.

Section 4. **Authorization of Village Officials.** The Village Manager and/or his designee and the Village Attorney are authorized to take all actions necessary to implement the terms and conditions of the Settlement Agreement.

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

Remainder of this page intentionally left blank.

Motion to adopt by ____________________, second by ___________________________.

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

Mayor Sharon Mahoney ____

Vice Mayor Don Horton ____

Councilman Steve Friedman ____

Councilwoman Deb Gillis ____

Councilmember Anna Richards ____

PASSED AND ADOPTED ON THIS ___ DAY OF ______________, 2025.

____
SHARON MAHONEY, MAYOR

ATTEST:

____
MARNE MCGRATH, VILLAGE CLERK

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

____
JOHN J. QUICK, VILLAGE ATTORNEY

AGREEMENT AND GENERAL RELEASE

This Agreement and General Release ("Agreement") is entered into by and between Islamorada, Village of Islands ("Village"), and Daniel J. Gulizio, individually and on behalf of his heirs, executors, administrators, legal representatives, and assigns (collectively referred to as "Gulizio").

WHEREAS, Gulizio has asserted certain claims against the Village and its former Village Manager, Thomas Yates, which the Village and Yates deny. Notwithstanding, the parties desire to resolve all outstanding matters between them in an effort to limit any further litigation expenses, provided that none of the parties admit that they have engaged in any wrongdoing or improper conduct.

In consideration of the promises and mutual covenants contained in this Agreement, the sufficiency of which is acknowledged by the parties, the parties agree as follows:

1. Gulizio agrees to voluntarily dismiss with prejudice his pending claims against the Village and Yates in their entirety (as set forth in the *Daniel J. Gulizio v. Islamorada, Village of Islands and Thomas "Ted" Yates*, Case No. 44-2023-CA-000440-AO-01PK (Fla. 16th Cir. Ct.). To the fullest extent allowable by applicable law, Gulizio agrees not to file any additional claims, lawsuits, or charges that he has, had or may have relating to any matter arising prior to the date of execution of this Agreement against Yates or the Village or any of the Village's officials, councilmembers, employees, agents, representatives, attorneys or insurers. Gulizio affirms and represents that he has not filed or caused to be filed any claims, including but not limited to lawsuits, actions, complaints, administrative complaints, or charges, in any court, administrative agency, or any other venue, against the Village other than the claims. Gulizio acknowledges that this representation is a material term and that he would not otherwise be entitled to the monies described herein. In the event that any other person or governmental agency pursues a charge or claim in any way related to Gulizio's employment with the Village, Gulizio waives the right to recover or accept any payments or other relief.

2. The Village agrees to pay Gulizio the amount of Eighty Thousand Dollars and Zero Cents ($80,000.00). Of this amount, the equivalent of 6 weeks of Gulizio's former final base salary shall be paid, less any applicable tax withholdings (and for which a W-2 form shall issue), with the balance being paid as a lump sum (and for which a 1099 form shall issue). The amount described above shall be sent to Annesser Armenteros, PLLC, within twenty-one (21) calendar days of receipt by the Village's counsel of the last of the following: (1) this Agreement with Gulizio's original signature and expiration of the seven-day revocation period without Gulizio's revocation of this Agreement; (2) signed IRS W-9 form from Gulizio's counsel; and (3) a signed IRS W-4 form from Gulizio. Gulizio agrees to file a Notice of Dismissal with Prejudice within five business days of the clearing of the above-referenced payments. The parties agree that the total payment set forth in this Agreement shall constitute full and complete payment for any and all damages of whatever kind and nature which Gulizio has, claims to have, or may in the future claim to have against the Village. Gulizio agrees that he will be exclusively responsible for the payment of any taxes owed on any amounts paid to him under the terms of this Agreement. The Village makes no representation as to the taxability of the amounts paid to Gulizio or his counsel. Gulizio agrees to pay his portion of federal, state, or local taxes, if any, which are required

to be paid with respect to this Agreement.

3. Gulizio waives any and all rights he has to reinstatement to any position with the Village.

4. The parties hereby UNCONDITIONALLY, FULLY AND FINALLY RELEASE AND FOREVER DISCHARGE the other party, any additional insureds under any insurance policy held by the other party and/or held by any related successor or corporation and each of its present and past administrators, employees, agents, attorneys, elected officials, and all other parties hereby released, their predecessors, successors, assigns, agents, directors, trustees, officers, employees, representatives, attorneys, any related, successor corporation or subsidiaries and all persons acting by, through, under or in concert with any of them (collectively "Parties Hereby Released") from any and all duties, claims, rights, complaints, charges, damages, costs, expenses, attorneys' fees, debts, demands, actions, obligations, liabilities, and causes of action, of any and every kind, nature, and character whatsoever, whether known or unknown, whether arising out of contract, tort, statute, settlement, equity or otherwise, whether foreseen or unforeseen, whether past, present, or future, whether fixed, liquidated, or contingent, which they have, had, or may in the future claim to have based on any act or omission concerning any matter, cause, or thing arising prior to the date of this Agreement and up to the time of execution of this Agreement (all of the foregoing are hereinafter referred to collectively as the "Released Claims").

5. The Released Claims against the other party or any of the Parties Hereby Released include, but are not limited to, those directly or indirectly arising out of, or in any way pertaining to, claims arising under Title VII of the Civil Rights Act of 1964; 42 U.S.C. §§ 1981, 1983, 1985, 1986; the Fair Labor Standards Act; the Americans with Disabilities Act; the Older Workers Benefit Protection Act; the Rehabilitation Act; the Consolidated Omnibus Budget Reconciliation Act; the False Claims Act; the Employee Retirement Income Security Act; the Electronic Communications Privacy Act; the Stored Communications Act; the Immigration Reform and Control Act; the Worker Adjustment and Retraining Notification Act; the Equal Pay Act; the Sarbanes-Oxley Act; the Florida Civil Rights Act; the Florida Whistleblower Acts; the Family and Medical Leave Act; the Fair Credit Reporting Act; The Age Discrimination in Employment Act of 1967; the United States Constitution; the Florida Constitution; Section 440.205 of the Florida Statutes; Chapters 112, 120, 440, 442, 443, and 448 of the Florida Statutes; Section 741.313 of the Florida Statutes; the Florida Public Records Act; Section 790.251 of the Florida Statutes, or any other federal, state or local law, ordinance, regulation, custom, rule or policy; or any cause of action in common law, including but not limited to actions in contract or tort, including any intentional torts; or any claim based upon or related to any instrument, agreement, contract, or document entered into by or between the parties; or any basis for recovering costs, fees, or other expenses, including attorneys' fees incurred in these matters; or any claims he does not know or suspect to exist at the time of the effective date of this Agreement, regardless of whether the knowledge of such claims or the facts upon which they might be based would materially have affected the settlement of this matter.

6. The Released Claims shall be deemed to include a general release by Gulizio of all claims against the Village and any of the Parties Hereby Released, whether in their official or individual capacities.

7. Nothing in this Agreement shall be construed as an admission of wrongdoing or evidence of any liability or unlawful conduct of any kind by any party or any of the Parties Hereby
Released.

8. Prior to receiving the payment set forth in this Agreement, Gulizio agrees to complete a Health Insurance Claim Number form if required by the Village or its claims administrators to assist with its reporting obligations under Section 111 of the Medicare, Medicaid, and SCHIP Extension Act of 2007.

9. This Agreement constitutes the complete understanding between Gulizio and the Village with respect to the topics contained herein. Gulizio acknowledges and declares that no other contract, promise or inducement has been made, whether oral or written. This Agreement shall supersede all other agreements, whether oral or written, made prior to the date of execution of this Agreement.

10. This Agreement shall be construed and governed in accordance with the laws of Florida.

11. If any provision of this Agreement is found invalid, or incapable of being enforced by reason of any law, rule or public policy, all other provisions shall, nevertheless, remain in full force and effect.

12. No ambiguity in this Agreement shall be construed against any party based upon a claim that the party drafted the ambiguous language. This Agreement may only be modified, altered or rescinded pursuant to a subsequent written agreement, signed by both parties.

13. Gulizio has been advised to consult an attorney prior to signing this Agreement. He understands that whether he consults with an attorney is his decision. In that respect, Gulizio has been represented in this matter by attorney Robert A. Bernstein and the firm of Annesser Armenteros, PLLC, and is satisfied that Mr. Bernstein has explained to him all of his options in connection with this Agreement.

14. Gulizio represents that he is authorized to enter into this Agreement.

15. The parties acknowledge and agree that the terms of this Agreement are contingent on approval by the Village Council. Once the Agreement has been executed by Gulizio, the Agreement will be presented to the Village Council for consideration. In the event that the Village Council does not approve this Agreement, the Agreement shall be considered null and void and not be enforceable in any respect.

16. Gulizio acknowledges that he is afforded the opportunity to take up to 21 calendar days to consider this Agreement before signing it. Additionally, Gulizio understands that he may revoke this Agreement within 7 calendar days of his signing it. To be effective, a revocation must be in writing and received and acknowledged by Attorney Brian Koji, 324 S. Hyde Park Ave., Suite 225, Tampa, FL 33606, bkoji@anblaw.com, no later than 4:30 p.m. on the seventh calendar day following Gulizio's signing of the Agreement. Gulizio understands that if he revokes this Agreement, it will not be effective or enforceable in any respect.

This Agreement is freely and voluntarily entered into by the parties. The parties acknowledge that they have read this Agreement and that they understand the words, terms, conditions and legal significance of this Agreement.

Pursuant to Section 92.525, Florida Statutes, under the penalties of perjury, I declare that I have read the foregoing Agreement and that the facts stated in it are true.

3/6/2025 — Signed by: Daniel J. Gulizio 47A26A6A75AF4A3...

Date | **Daniel J. Gulizio**

On behalf of Islamorada, Village of Islands,

Date

After-Action Report

Update for March 18, 2025, Council Meeting

Items are added to this report per direction of a majority of the Village Council provided during meetings of the Village Council. The purpose of this report is to document and track Village Council direction to the Village Manager and subsequently staff provided at public meetings that is not otherwise memorialized through adoption of an ordinance or resolution. The items that appear on the report are to be addressed by the Village Manager and/or responsible staff based on the level of priority determined by the Village Manager. The report will be updated for inclusion in the agenda package of each regular Village Council meeting.

If there are items on the report that the Village Council, Village Manager, or Village Attorney would like to discuss, they may request discussion during the "Supplementary Reports" portion of the agenda. Otherwise, the report is included for informational purposes.

VILLAGE MANAGER (VM)

#VM23-5
Arts & Culture Coordinator

Date of direction: September 19, 2023
Responsible Party: Village Manager

Direction: During budget hearings, Council directed that a non-staff Arts & Culture function be evaluated by the Village Manager.

Actions accomplished:

- Staff confirmed that the scope of the Parks & Recreation Committee pursuant to its establishing resolution does not include an Arts & Culture Coordination function.
- At its meeting on January 9, 2024, the Village Council heard a presentation by Elizabeth Young regarding the County's Council of the Arts and an Art in Public Places Program.
- Position Posted March 5, 2024
- Applications were received and interviews were held
- A job offer was made and was accepted by the applicant. Background check is in process.

Next Step(s): Complete the hiring process with the applicant

#VM23-6
Strategic Plan

Date of direction: November 7, 2023
Responsible Party: Village Manager

Direction: On November 7, 2023, Council consensus to begin Strategic Planning process at the first Village Council Meeting in January 2024.

Actions accomplished:

- Kimberly Matthews from Monroe County was to create a process roadmap to be used by the Village for a successful SP process. Ms. Matthews reported that the process roadmap would be delivered on or before April 08, the last day of her authorized support to Village operations under the agreement with Monroe County.

Next Step(s): Village is focusing on the Comp Plan update and will roll in an Implementation Element. The Comp Plan RFP was released on May 29, 2024 as RFP 24-10. Upon Completion of the Comp Plan, the Village will initiate a strategic planning cycle to bridge Comp Plan updates.

#VM24-02
Village Flag Contest

Date of direction: January 9, 2024
Responsible Party: Village Manager

Direction: At the January 9, 2024, Council meeting, Council Member Gregg presented information, including a TED Talk video, regarding flags and their significance. Following the presentation, the Village Council directed staff to develop rules and procedures for a Village flag content. A related resolution needs to be drafted and brought back to the Council for consideration and approval.

Actions accomplished: Resolution to establish the contest was adopted at the 3/12/2024 Village Council meeting.

The VM advised Council that anticipated flag design process will be delayed, as time is needed to designate both staff and community member participation, as specified in the resolution. This is a great project and needs adequate planning to execute well.

This project may fall under the Assistant to the Village Manager.

Next Step(s): The Assistant to the Village Manager has begun and may be tasked with this project; we anticipate it coming back up for scheduling consideration following completion of the FY 2024-25 Village Budget.

#VM24-04

Relocation of Public Works Materials and Machinery from Founders Park

Date of Direction: April 9, 2024

Responsible Party: Village Manager

Direction: Council directed staff to research suitable properties and authorized the Village Manager to pursue Council's stated goal to remove the DPW operations from Founders Park

Actions Accomplished: Council Members Gregg and Rosenthal indicated they were aware of sites that may potentially be a fit. Council Member Jolin and Vice Mayor Mahoney indicated they could be available for a Special Call meeting if necessary.

Next Step(s): VM is exploring alternatives, including pr

#VM24-05

Sea Oats Beach – Issue with Boaters off the Sunset Beach and Protection of Turtles at that Location

Date of direction: June 11, 2024
Responsible Party: Environmental Resources Manager/Village Manager

Direction: Council Member Gregg asked for staff to look at options for closing nearshore boating access to the beach off Sunset Drive on Lower Matecumbe in an effort to reduce the numbers of boaters just offshore. The boaters are impacting the residents' quality of life and potentially endangering turtles who are nesting or otherwise using the beach.

- Council Member Jolin requested to expand the effort Village-wide and asked for a solution to the ongoing noise issues.

Actions accomplished:

- Peter Frezza has compiled information necessary to brief the council on considerations and potential next steps if they desire to move forward on establishing a new vessel exclusion zone off Sunset Beach Dr.
- Staff presented this information at the July 9, 2024 Regular Village Council Meeting.
- Staff requested a proposal from WSP for a 'feasibility study' for the permitting process for a new buoy system to delineate a vessel exclusion zone in this area.
- Staff had articles published in local newspapers and have compiled public comments that have been received.
- Staff received the proposal from WSP for a 'feasibility study' for the permitting process for a new buoy system to delineate a vessel exclusion zone in this area, for a cost of $52,492.
- Staff are awaiting direction on proceeding with the feasibility study. This would be a necessary first step. Staff are also taking into consideration the nearshore water regulations citizens advisory's committee recommendation to NOT move forward with the establishment of this new vessel exclusion zone, but rather to include this discussion within a focus on long-term planning and management for all nearshore waters within the Village. The committee recommended having this topic as an agenda item at an upcoming Village Council meeting.
- Staff presented the proposal from WSP to the Village Council by January 7, 2025. The Village Council requested a revised proposal for a reduced cost that just included the feasibility component of the project. Staff also discussed the project proposal with Ryan Matthews of Gray Robinson.
- Staff requested a revised proposal from WSP which just included the feasibility component.

Next Step(s): Present a revised feasibility study proposal to the Village Council at an upcoming Regular Village Council Meeting.

PLANNING (PL)

#PL23-01
Transfer of Development Rights (TDRs) in the Village Code

Date of direction: March 2, 2023
Responsible Party: Planning Director

Direction: On 3/02/2023, Council consensus to address inconsistencies in TDR section of the Code related to habitat classifications.

Actions accomplished:
- In June 2023, the Planning Department had a conference call with DEO regarding the TDR ordinance. The Planning Department received feedback on how to proceed with changes that DEO would support.
- On February 22nd the Planning Director spoke with Rebecca Jetton regarding the Council's request and asked her to begin the work of addressing the inconsistencies and recommending potential changes to the ordinance.
- Daniel Parobok & Rebecca Jetton have provided Planning Director with Draft

Next Step(s): Draft sent to Able City East for review in conjunction with their work on the Comprehensive Plan Update. Upon report from Able City Draft will be brought to LPA.

#PL23-05
Rezoning of properties at Village incorporation
Date of direction: September 28, 2023
Responsible Party: Planning Director

Direction: On 9/28/2023, Council consensus to investigate how properties were rezoned at incorporation and ways to address perceived oversights in rezoning.

Actions accomplished:
- In September 2023, Planning Director and Village Attorney began discussions about potential actions.

Next Step(s): This item will be considered as part of the Comprehensive Plan Update.

#PL23-06
Possible update to Environmental Standards in the Village Code
Date of direction: November 7, 2023
Responsible Party: Planning Director

Direction: On 11/07/2023, Council consensus to compare Environmental Standards in the Village Code with Monroe County and consider updates for more consistency with County.

Actions accomplished:
- Village Biologist/Sr. Environmental Planner has begun looking at the Environmental Standards and comparing with the Monroe County Standards.
- Daniel Parobok presented his analysis to the Council on April 11th.
- Council has asked for additional review and recommendations.

Next Step(s): Staff will look to incorporate this as part of the Comprehensive Plan update.

#PL24-01
Accessory Dwelling Units
Date of direction: January 11, 2024
Responsible Party: Planning and Development Services

Direction: The Planning Director should research and prepare a presentation to the Village Council on Accessory Dwelling Units.

Actions accomplished:
- Staff had scheduled, advertised and began preparations for a workshop on June 4, 2024.
- Village Manager cancelled the workshop.

Next Step(s): The discussion of ADU's will be incorporated into the Comprehensive Plan Update.

PUBLIC WORKS (PW)

#PW23-01
The Fills

Date of direction: ongoing since 2014
Responsible Party: Public Works Director

Direction: On August 17, 2023, Council adopted Resolution No. 23-08-77 approving consultant to update the Master Plan for the Fills to remove all parking, turn lanes, underpass and passive park amenities and to design demolition of existing parking. At the RVCM on December 12, 2023, Councilman Rosenthal expressed concern over the delayed timeline for work on the Fills by FKAA and FDOT and its impact on the Village's efforts to control parking and use. The Village Council directed that Village staff should reach out to FDOT to see if boulders could be placed in the areas of the Fills where traffic cones and tape have been placed and in the areas where parking is currently available to effectively create the limitations on parking and use that the Village is ultimately seeking. Council's goal is to decrease overtime expense for staff to sit at the Fills to control access.

Actions accomplished:

- As of November 8, 2023, requisite survey of entire Fills underway.
- On December 13, 2023, Public Works Director A J Engelmeyer spoke with his contact at FDOT about the Village's request to place boulders along the Fills and to ask what could be done to keep people from parking in the clear zone that would result between the boulders and the Overseas Highway.
- By the meeting on January 9, 2024, FDOT confirmed that the Village could place boulders along the right of way on the Fills outside of the clear zone.
- Staff has confirmed with FDOT that the clear zone for the fills area is 36 feet. All boulders and other above ground hazards are required to be placed outside of the clear zone.
- Draft design plans containing the removal of the parking areas and the remediation of the asphalt removed have been provided to staff for review.
- FDOT Permit Application for removal of parking areas and the remediation of the asphalt removed is pending.

Next Step(s): The Public Works Director will begin project once permit approval has been granted by FDOT. Work to be completed by public works department. At this juncture, DEP and FDOT are discussing how to configure and manage access points they wish to maintain near the boat ramp that is presently closed.

#PW23-02
Founders Park Baseball Field Improvement Project

Date of direction: August 17 ,2023
Responsible Party: Public Works Director

Direction: Following presentation of preliminary proposal for the update to the baseball field at Founders Park on August 17, 2023, Council gave direction to be kept up-to-date and to be afforded the opportunity provide input at each stage of the project. At its meeting on 12/12/2023, the Village Council authorized the Village Attorney to continue working with the attorney for the Monroe County School District (MCSD) to update the Interlocal Agreement between the two parties. Council also directed the Village Manager to communicate with staff from the MCSD and Coral Shores High School to schedule a community meeting to explain the general concept of the improvement project and seek input from the public.

Actions accomplished:

- At the November 9, 2023, RVCM, the Village Attorney reported that he is reviewing a proposed ILA provided by the School Board and has made changes in the interests of the Village. Per Council direction at the December 12, 2023, RVCM, the Village Attorney continues to work on all of the agreements needed between the Village and the MCSD.
- On December 14, 2023, Village staff reached out to Patrick Lefere of the MCSD requesting the best point of contact to coordinate the community meeting and suggesting a meeting in January 2024.
- The Village Attorney confirmed that a final version of the ILA and other related documents will be presented to the Village Council for approval at a future meeting and that no construction will commence until the Village Council has approved the project.
- A community workshop was held by the Village on March 4, 2024. Interim Village Manager Kimberly Matthews facilitated and Patrick Lefere from the MCSD presented, answered questions and took comments from the public.
- Draft ILA and Operating Agreement has been with School Board attorneys since March 7.
- The Village Manager met with MCS Superintendent Theresa Axford and Patrick LaFere on April 23

Next Step(s):. The Interlocal Agreement, which is the umbrella agreement that has been in effect for several years and authorizes School use of our existing baseball facilities, will be renewed prior to any agreement regarding the baseball field licensing.

Monroe County Schools gave a brief presentation to Council at the May 7 meeting, outlining their proposed path forward to gain consensus on a prospective field renovation and associated operating plan.

VILLAGE ATTORNEY (VA)

#VA24-2
Legislative Priorities Workshop

Date of direction: April 9, 2024
Responsible Party: Village Attorney

Direction: Schedule a legislative priorities workshop before the end of June as required in Council's Meeting Procedures.

Actions accomplished: Ryan Matthews of GrayRobinson presented a Legislative session wrap-up summarizing actions taken and noted that the Legislature is expected to convene for its 2025 session in March. He surmised that a June workshop would give a good lead time to finalize legislative priorities by the late fall.

The Legislative Agenda Workshop was held on June 11, 2024

Next step(s): The Village Manager will compile data and present a proposed legislative agenda for Council's review. The completed document is awaiting some of our partners to complete their agendas so that we can express support for common interests. While it was good to have our initial conversation, our process is a bit ahead of everyone else's.

#VA24-03
Sister City Agreement – Additional Information

Date of direction: April 9, 2024

Responsible party: Village Attorney

Direction: Staff to bring back additional information on Sister City program

Actions accomplished: TBD

Next Steps: TBD

COMPLETED

#VM24-03
Training/Onboarding Program for Newly-Elected Council Members
Date of direction: February 13, 2024
Responsible Party: Village Clerk

Direction: At February 13, 2024, Council meeting, Council Member Jolin requested that staff create a formal training and onboarding process for new Council members that they would receive before their first substantive meeting after election. All Village Council members agreed.

Actions accomplished: The Village Manager is working with the Clerk and counsel to compile appropriate resource materials and an onboarding schedule.

November meeting dates were moved to November 17 and 19 an effort to seat the new Council immediately after election results are certified.

Next Step(s): New Council Candidate Orientation was held on Thursday, November 7 from 5:00 p.m. to 8:00 p.m.

#VM24-01
Purchase of Island Community Church Building
Date of direction: January 9, 2024

Responsible Party: Village Manager

Direction: Vice Mayor Mahoney requested a discussion item on the January 9, 2024, Council meeting agenda regarding a proposal that the Village purchase property owned by the Island Community Church to build a new library in cooperation with Monroe County. The Village Council directed the Interim Village Manager, who is also Director of the Library System for Monroe County, to approach the County about this idea. The Council also directed that staff should communicate with the owners of the building to find out their sales price.

Actions accomplished:

- Initial conversations have been held between the Village and County staff.
- Church is proceeding with rezoning application, leaving possibility for application withdrawal should Village purchase discussions advance.
- A new Islamorada branch library is not on the County's 5-year capital plan. The Village may consider acquisition of property and potential financial contributions from the Village or community sources for a split investment in the building of a facility. In order to move forward effectively, Monroe County decision-makers must be project partners early on. To reduce any potential risk associated with land acquisition and the ability of the vision to be realized, Monroe County leadership needs to be integrated into the discussion to ensure their support for either amending the five-year plan based on local financial support to advance the project through construction or be willing to accept delivery of a completed project reflecting any design requirements they may wish to impose. Such an agreement should be memorialized in writing to ensure both parties commit the resources necessary to design, build, and operate the new facility. Absent such agreement, any advance acquisition carries with it some level of risk associated with not realizing the intended outcome.
- Zoning Map and FLUM amendments were considered at the April 11 Council Meeting and passed on first reading.

Next steps: The Village purchased the property and the closing was held on August 9, 2024 at a purchase price of $3,995,000, plus closing costs and legal fees.

#PL23-02

Preexisting Non-conforming Structures, specifically setbacks for tiki huts.

Date of direction: September 21, 2023
Responsible Party: Planning Director

Direction: On September 21, 2023, the Village Council gave direction to create a comprehensive solution for preexisting non-conforming structures, specifically related to setbacks for tiki huts.

Actions accomplished:

- Staff is working with the attorney for the applicant to determine best practices regarding this issue.
- The attorney for the applicant provided some feedback. Staff is still looking at potential "fixes"
- Staff has proposed a code amendment that would allow tiki huts on docks.

Next Step(s): Council passed ordinance in September 2024.

#PL23-03

Vacant parcel analysis

Date of direction: September 21, 2023
Responsible Party: Planning Director

Direction: On 9/11/2023, Council gave direction to review all vacant parcels in the Village with regard to potential developability.

Actions accomplished:

- Due to Hurricane Evacuation Report, staff has done preliminary analysis.
- A deeper analysis of vacant parcels has been completed.

Next Step(s): Staff has finalized the vacant parcel analysis for single family residential properties. Staff will continue to look at additional vacant parcels in the context of other Planning discussions.

#PL24-05

Full Analysis, including Public Input on Administrative Relief, Early Out Affordable Housing Allocations and BPAS

Date of direction: May 13, 2024
Responsible Party: Planning and Development Services

Direction: The Planning Director should complete a full analysis of administrative relief, early out affordable housing allocations and BPAS including robust public input and provide the analysis back to the Village Council.

Actions accomplished:

- The Planning Director presented a timeline for these items at the June 13th Council Meeting. The Gantt chart as proposed is a living document and dates can be subject to change but we are on track as presented.

Next Step(s): Staff provided report and recommendations to the Council in October 2024.

#PL24-06

Research and provide solutions for Affordable Housing Options For Habitat for Humanity

Date of direction: June 13, 2024

Responsible Party: Planning and Development Services

Direction: The Planning Director should research all options available to the Village Council regarding Affordable Housing partnership with habitat for Humanity including with or without Early Out Allocations, on the Machado Lots, Woods Corner or others.

Actions accomplished:

- An email was received after the council meeting from habitat indicating they would likely not be interested in early out allocations or more than 8 units.

Next Step(s): Staff has been made aware that Habitat for Humanity is not interested in moving forward at this time.

#PL23-04
Noise Ordinance
Date of direction: September 28, 2023
Responsible Party: Planning Director

Direction: On 9/28/2023, Council consensus to schedule a noise ordinance workshop.

Actions accomplished:

- The workshop was held on February 22, 2024

Next Step(s): The workshop did not result in any data that Staff believes warrants a change to the ordinance. The ordinance will be look at as part of the large LDR revisions.