



# Islamorada, Village of Islands

## REGULAR VILLAGE COUNCIL MEETING

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April 8, 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. Village Manager Finalists TAB 1**

**B. Presentation on Monroe County's 'Less Than Fee Program' - Cynthia Guerra - Executive Director of the Monroe County Land Authority TAB 2**

**C. Presentation on Proposed New Special Assessment for Canal 147 Residents, Lower Matecumbe Key TAB 3**

**D. Proclamation of April 2025 as Sexual Assault Awareness Month - MCSO Capt. Lisette Quintero**

**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. MAYOR / COUNCIL COMMUNICATIONS**

**A. Lobby Firm RFP FY 25-26 (Vice Mayor Don Horton)**

**B. Marina Enterprise Fund  
Renovation of Boat Ramp for Fishing Guide Use (Mayor Sharon Mahoney)**

**VII. VILLAGE MANAGER/VILLAGE ATTORNEY COMMUNICATIONS**

**A. Starcks Wheel Ditch Update (Village Attorney) TAB 4**

**VIII. CONSENT AGENDA**

**A. Approve Minutes of the March 18, 2025, Regular Village Council Meeting TAB 5**

- B. Resolution Approving a Change Order to the Construction Agreement with Native Construction for the Green Turtle Hammock Preserve Pavilion Project **TAB 6** (Peter Frezza, Environmental Resources Manager)
- A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING CHANGE ORDER NO. 1 TO THE AGREEMENT BETWEEN ISLAMORADA, VILLAGE OF ISLANDS AND NATIVE CONSTRUCTION CONTRACTING, INC. RELATED TO THE GREEN TURTLE HAMMOCK PRESERVE PAVILION PROJECT; AUTHORIZING THE VILLAGE OFFICIALS TO IMPLEMENT THE TERMS AND CONDITIONS OF CHANGE ORDER NO. 1; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS AND PROVIDING FOR AN EFFECTIVE DATE**
- C. Resolution Approving a Refund to Cheeca Lodge for the Overcharge of Wastewater Flow from 2021-2024 **TAB 7** (A.J. Engelmeyer, Public Works Director, Lisa Lynch, Finance Director)
- A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA; APPROVING THE REFUND OF OVERCHARGED WASTEWATER FLOW CHARGES FOR CHEECA LODGE; AND PROVIDING FOR AN EFFECTIVE DATE**
- D. Approving & Ratifying FY 24-25 Purchases from Ferguson Waterworks for Wastewater Department **TAB 8** A.J. Engelmeyer, Public Works Director
- A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, RATIFYING PURCHASES FROM FERGUSON WATERWORKS FROM THE BEGINNING OF FY 2024-2025 THROUGH APRIL 2025; AUTHORIZING ADDITIONAL PURCHASES THROUGH THE END OF FY 2024-2025; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; APPROVING A WAIVER OF COMPETITIVE BIDDING; AND PROVIDING FOR AN EFFECTIVE DATE**
- E. Resolution Ratifying a Proposed Collective Bargaining Agreement between the Village and IAFF Local 4374 **TAB 9** Jamie Terry, Human Resources Director
- A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, RATIFYING THE COLLECTIVE BARGAINING AGREEMENT BETWEEN ISLAMORADA, VILLAGE OF ISLANDS AND THE ISLAMORADA PROFESSIONAL FIREFIGHTERS, INTERNATIONAL ASSOCIATION OF FIREFIGHTERS LOCAL 4374; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE AGREEMENT ON BEHALF OF THE VILLAGE; AND PROVIDING FOR AN EFFECTIVE DATE**

IX. **\*\*END OF CONSENT AGENDA\*\***

X. **RESOLUTIONS**

- A. Resolution Repealing Resolution No. 25-02-13 and Approving LPS Contracting to Complete the Lower Matecumbe Culverts Canal

Restoration Project **TAB 10** (Peter Frezza, Environmental Resources Manager)

**A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, REPEALING RESOLUTION NO. 25-02-13 AND APPROVING THE SECOND RANKED FIRM 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**

- B.** Resolution Repealing Charitable Giving Policy **TAB 11** (John Quick, Interim Village Attorney)

**A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, REPEALING THE CHARITABLE CONTRIBUTION POLICY ADOPTED BY THE VILLAGE COUNCIL IN RESOLUTIONS 04-06-29, 05-04-15, 06-05-35, AND 23-02-13, ET AL.; PROVIDING FOR CONFLICTS AND FOR AN EFFECTIVE DATE**

#### **XI. ORDINANCES**

- A.** Ordinance Relating to Animals and Animal Owners **Second Reading 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**

#### **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](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](mailto: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](mailto:ADA@islamorada.fl.us) at least 48 hours before the scheduled meeting.





# Council Communication

**To:** Mayor and Village Council  
**From:** Jamie Terry, Human Resources Director  
**Date:** April 8, 2025  
**SUBJECT:** Village Manager Finalists TAB 1

## **Background:**

Four candidates were interviewed by Village Council members on March 29, 2025. The results of the raw interview scores are attached herein. The interviews are one tool of many used during the selection process.

Candidates will provide a 5 to 10 minute speech tonight and participate in a "Meet-n-Greet" event on Wednesday, April 9, 2025, as part of the selection process.

## **Analysis:**

## **Budget Impact:**

## **Staff Impact:**

## **Recommendation:**

**Attachments:**

1. Selection Matrix Complete
2. JDeboisbriand\_Application
3. TMunchmeyer\_Application
4. RSaunders\_Application
5. MSohaney\_Application

## Village Manager Selection Matrix

| Candidate                    | Leadership   | Communication | Policy Execution | Citizen Relations | Fiscal Management | Total Score   |                       |
|------------------------------|--------------|---------------|------------------|-------------------|-------------------|---------------|-----------------------|
| <b>Sorted Alphabetically</b> | <b>5 Max</b> | <b>5 Max</b>  | <b>5 Max</b>     | <b>5 Max</b>      | <b>5 Max</b>      | <b>Max 25</b> | <b>Rater Name</b>     |
| DeBoisbriand, Jennifer       | 4.5          | 5             | 5                | 4.5               | 5                 | <b>24</b>     | D Horton              |
|                              | 5            | 4             | 4                | 5                 | 4                 | <b>22</b>     | S Mahoney             |
|                              | 4            | 5             | 4                | 5                 | 4                 | <b>22</b>     | A Richards            |
|                              | 5            | 5             | 5                | 5                 | 5                 | <b>25</b>     | D Gillis              |
|                              | 4            | 5             | 4                | 4                 | 4                 | <b>21</b>     | S Friedman            |
|                              |              |               |                  |                   |                   | <b>114</b>    | <b>Combined Score</b> |
|                              |              |               |                  |                   |                   |               |                       |
| Munchmeyer, Theodore         | 3.5          | 4             | 4                | 4                 | 5                 | <b>20.5</b>   | D Horton              |
|                              | 4            | 4             | 4                | 4                 | 4                 | <b>20</b>     | S Mahoney             |
|                              | 4            | 4             | 4                | 3                 | 3                 | <b>18</b>     | A Richards            |
|                              | 3            | 3             | 2                | 2                 | 3                 | <b>13</b>     | D Gillis              |
|                              | 4            | 4             | 4                | 4                 | 4                 | <b>20</b>     | S Friedman            |
|                              |              |               |                  |                   |                   | <b>91.5</b>   | <b>Combined Score</b> |
|                              |              |               |                  |                   |                   |               |                       |
| Saunders, Ron                | 5            | 5             | 5                | 5                 | 4.5               | <b>24.5</b>   | D Horton              |
|                              | 4            | 4             | 4                | 4                 | 5                 | <b>21</b>     | S Mahoney             |
|                              | 5            | 4             | 4                | 5                 | 4                 | <b>22</b>     | A Richards            |
|                              | 4            | 4             | 4                | 5                 | 4                 | <b>21</b>     | D Gillis              |
|                              | 5            | 4             | 4                | 5                 | 4                 | <b>22</b>     | S Friedman            |
|                              |              |               |                  |                   |                   | <b>110.5</b>  | <b>Combined Score</b> |
|                              |              |               |                  |                   |                   |               |                       |
| Sohaney, Mark                | 5            | 4.5           | 4.5              | 5                 | 4                 | <b>23</b>     | D Horton              |
|                              | 5            | 5             | 5                | 4                 | 5                 | <b>24</b>     | S Mahoney             |
|                              | 4            | 3             | 4                | 4                 | 4                 | <b>19</b>     | A Richards            |
|                              | 5            | 4             | 4                | 5                 | 5                 | <b>23</b>     | D Gillis              |
|                              | 5            | 5             | 4                | 4                 | 5                 | <b>23</b>     | S Friedman            |
|                              |              |               |                  |                   |                   | <b>112</b>    | <b>Combined Score</b> |

JENNIFER LYNN DEBOISBRIAND

February 12, 2025

Sharon Mahoney  
Mayor  
Islamorada, Village of Islands  
86800 Overseas Highway  
Islamorada, FL 33036

Re: Village Manager

Dear Mayor Mahoney:

I am writing regarding the position of Village Manager that is posted on the Village's website. For the last 25 years I have been working in the municipal government in the fields of Planning, Economic Development, Community Development, and Housing. I possess the necessary skills to transition into the role of Village Manager and my career in local government has provided a solid foundation.

Over the last two years have worked in the Village as its Planning Director and I have come to really love the Village and its people. I am excited for the future of Islamorada including a new Comprehensive Plan, our ongoing sustainability and resiliency efforts, an overhaul of the budget process to make it more user friendly and transparent and the effort to provide the right systems to keep the Village moving forward. I would love to continue to be part of these conversations for many years to come.

In May of 2021, I graduated with distinction from the Massachusetts Municipal Association and Suffolk University's Certificate in Local Government and Leadership Management program. This program allowed me to experience all aspects of municipal government from a leadership level. The graduate course work in municipal finance, human resources, municipal law, and other areas was very enlightening and provided me with what I believe is a solid foundation of the knowledge and skills to succeed in municipal management.

Since December of 2022, when I relocated to Florida, I have immersed myself in Florida statutes and regulations. Last year I had the honor of attending Florida Keys Day in Tallahassee as a representative of Islamorada. It was an amazing experience and allowed me to connect with several lawmakers and our lobbyists. I have a great working relationship with the Village staff and would be honored to be able to continue to work with them in this new capacity.

I have attached my resume. You will see that my experience has allowed me to interact with residents, businesses, and other municipal officials to achieve the optimum results for several communities and intend to continue that with Islamorada.

I am excited about this opportunity and look forward to discussing my career growth with you. Please do not hesitate to contact me at (508) 361-7257 or [bnlfan33@gmail.com](mailto:bnlfan33@gmail.com). Thank you for your consideration.

Sincerely,

*Jennifer L. DeBoisbriand*

Jennifer L. DeBoisbriand

# Jennifer Lynn DeBoisbriand

## Objective

To utilize my expertise in local government to contribute to the success of the Village; to provide strong leadership and strategic planning skills to improve Village operations and to promote a culture of collaboration within the organization and its external partners.

## Education

May 2021 Mass Municipal Association/ Suffolk University Boston, MA  
**Certificate in Local Government and Leadership Management – Graduate with Distinction**

2018 University of Massachusetts Boston & University of Massachusetts Amherst, MA  
**Supervisory Leadership Development Program**

1991- 1996 Virginia Wesleyan College Norfolk, VA  
**Political Science**

## Work experience

2022 - Present Islamorada, Village of Islands Islamorada, FL  
**Planning Director**

- Manage Planning and Development Services Department consisting of Planning, Zoning, Environmental Services, Affordable Housing, Sustainability and Resiliency and Code Compliance.
- Supervise a staff of 10 including Planners, a Biologist, a Review Engineer, a Sustainability Coordinator, planning support staff and code enforcement officers.
- Review building permits for compliance with Land Development Regulations and the Village's Comprehensive Plan.
- Review Development Permits including site plans, variances, conditional use permits and map amendments and provide recommendations to the approving authorities.
- Draft amendments to the Land Development Regulations and Comprehensive Plan.
- Draft Resolutions and ordinances for Village Council action and signature.
- Present staff recommendation at Village Council Meetings.
- Coordinate day to day activities of the Local Planning Agency and Workforce Affordable Housing Committee.
- Attend all Code Compliance Hearings to assist with questions related to the Village Code.
- Make presentations and address inquiries about planning ideas and initiatives in public hearings and community workshops.
- Provide professional advice, recommendations and interpretations on the Village's Land Development Regulations and Comprehensive Plan.
- Work with landowners, developers, lawyers, and engineers to ensure quality/mutually beneficial projects are filed for permitting.

2018 - 2022 Town of Bridgewater Bridgewater, MA  
**Community & Economic Development Director**

- Manage Community & Economic Development Department consisting of Planning,

Zoning, Conservation, Economic Development.

- Supervise a staff of 4 including an assistant planner, environmental planner, office administrator and executive assistant.
- Member of the Town Manager's Senior Leadership Team. Provide the Town Manager with input and guidance on various issues during regular leadership meetings.
- Develop zoning ordinances with guidance from the Town Council and Planning Board.
- Seek out and assist in applying for grant funding to enable the Town to move projects forward.
- Review plans, conduct site visits and formulate staff reports with recommendations for action by the Planning Board and the Zoning Board of Appeals.
- Coordinate day to day activities of the Planning Board & Zoning Board of Appeals including attend meetings, review correspondence and formulate replies, review all filings and applications for accuracy and completeness, write decisions and update and maintain the department web pages.
- Make presentations and address inquiries about planning ideas and initiatives in public hearings.
- Provide professional advice and recommendations on the Town's Subdivision Control Regulations and Zoning Ordinances.
- Represent Bridgewater at meetings of Old Colony Planning Council.
- Collaborate with landowners, developers, lawyers, and engineers to ensure quality/mutually beneficial projects are filed for permitting.
- Work with the Master Plan Committee on updating and Implementing the Master Plan.
- Work with the Community Preservation Committee on reviewing funding requests, provide professional recommendations and help to monitor projects after they have been funded.
- Work with the Town Manager's Office on other long-term planning/community & economic development projects including updating the Housing production Plan and the Subsidized Housing Inventory; updating the Open Space and Recreation Plan; Marketing the Town of Bridgewater to the Business Community; Complete Streets Projects; Green Communities Initiatives.

2015 - 2018

Town of Hopkinton

Hopkinton, MA

**Principal Planner**

- Review plans conduct site visits and formulate staff reports with recommendations for action by the Planning Board and the Design Review Board.
- Coordinate day to day activities of the Planning Board, Design Review Board, Open Space Preservation Commission, and the Pratt Farm Master Plan Team including attend meetings, review correspondence and formulate replies, review all filings and applications for accuracy and completeness, write decisions and update and maintain the department web pages.
- Represent the Town of Hopkinton at meetings of the Regional Planning Agency. Elected Chair of the SWAP region of MAPC.
- Press liaison and Citizen liaison for Land Use Boards.
- Make presentations and address inquiries about planning ideas and initiatives in public hearings.
- Collaborate with landowners, developers, lawyers, and engineers to ensure quality/mutually

beneficial projects are filed for permitting.

- Work with the Director of Land Use and Town Operations in long term projects including the application of and management of grant funding, various transportation improvement projects, and updates of various planning documents including the Master Plan and the Open Space and Recreation Plan.
- Provides professional advice and recommendations on the Town's Subdivision Control Regulations.
- Take enforcement action necessary when violations of Planning Board approvals, earth removal permits, and scenic roads occur. Issues Notices of Violations pertaining to conformance with the Earth Removal bylaw and Scenic Road regulations pursuant to non-criminal disposition procedure.
- Assists Town's legal counsel in preparing Planning Board court cases and testifies at court hearings as needed.
- Assist in formulating zoning by-law amendments to address community needs focusing on Smart Growth and Sustainable Development.
- Develop contracts and maintain accurate balances for consultant activity.
- Administer the Subsidized Housing Inventory for the Town including maintaining a ready renter/buyer list and coordinating annual reporting to the Department of Housing and Community Development.
- Develop and implement programs which efficiently monitor and preserve affordable housing in Town.
- Work with the Conservation Administrator to develop a multi-year land stewardship program for municipal own land.

2004 - 2015

Town of Hudson

Hudson, MA

#### **Planning Director**

- Review plans, conduct site visits and formulate staff reports with recommendations for action by the Planning Board and the Zoning Board of Appeals.
- Coordinate day to day activities of the Planning Board and the Zoning Board of Appeals including attend meetings, review correspondence and formulate replies, receive all filings and applications, review filings for accuracy and completeness, manage fiscal year budget including weekly bill payment, deposits and payroll and update and maintain the department web pages and social media accounts including Facebook and Twitter.
- Manage and Chair the Internal Traffic Committee, which is comprised of the Building Commissioner, Police Chief, Fire Chief, Director of Public Works, and I, in its review of all development projects as well as any traffic/parking concern.
- Represent the Town of Hudson at meetings of the Regional Planning Agency.
- Manage staff of one part time clerical assistant.
- Press liaison and Citizen liaison for Land Use Boards.
- Make presentations and address inquiries about planning ideas and initiatives in public hearings and at Town Meeting.
- Work with landowners, developers, lawyers, and engineers to ensure quality/mutually beneficial projects are filed for permitting.
- Review building permit applications for compliance with zoning by-laws and permits issued by Land Use Boards.
- Work with the Director of Community Development in long term projects including the application of and management of grant funding (CDBG, Urban River Visions, and

Commonwealth Capital), various transportation improvement projects, and updates of various planning documents.

- Update and maintain the Town's Subdivision Control Regulations, Zoning by-laws, and Traffic Rules and Regulations.
- Formulate zoning by-law amendments to address community needs focusing on Smart Growth and Sustainable Development.
- Develop contracts and maintain accurate balances for consultant activity.
- Negotiate and develop contracts for the lease of Town property for Wireless Communication Facilities.
- Administer the resale and refinancing of affordable housing units under the Local Initiative Program.

2003 -2004

Town of Westford

Westford, MA

**Planner/Zoning Coordinator**

- Review plans, conduct site visits and formulate staff reports with recommendations for action by Land Use Boards.
- Coordinate day to day activities of Zoning Board of Appeals including attending meetings review correspondence and formulate replies, receive all filings and applications, review filings for accuracy and completeness.
- Press liaison and Citizen liaison for Land Use Boards.
- Coordinate daily operations of the Permitting Office including Planning, Zoning, Conservation, Building and Board of Health including managing fiscal year budgets and cultivating healthy relationships between staff members.
- Work with landowners, developers, and engineers to ensure quality projects are filed for permitting.
- Assist patrons in permitting office in filing for building permits and answer zoning questions prior to permit applications.
- Review building permit applications for compliance with zoning by-laws.
- Assist the Affordable Housing Committee in its activities including meeting preparation, taking minutes, and managing correspondence.
- Work with the Director of Land Use Management in long term projects including the development of the Affordable Housing Plan, acquisition of easements from property owners, coordinate efforts of the Regional Recreational Trail, research and apply for appropriate state and federal grants.
- Work on special projects as assigned including development and update of comprehensive plans, subdivision review and compliance and bylaw updates.
- Substitute for the Town Planner and Conservation Agent when needed including site visits, citizen inquiries and project review.
- Develop contracts and maintain accurate balances for consultant activity.

1999 - 2003

Town of Hudson

Hudson, MA

**Land Use Coordinator**

- Coordinate day to day activities of four land use Boards and Committees including attend meetings and taking minutes, review correspondence and formulate replies, receive all filings and applications, Press liaison and Citizen Liaison.
- Manage fiscal year budgets including accounts payable and receivable.
- Assist in daily operations of the Board of Selectmen/Executive Assistant's office

including answering phones, responding to citizen inquiries, and help with various long-range projects such as grant proposals, budget items and town meeting items.

- Maintain accurate and detailed files and databases for the Planning Board, Conservation Commission, and the Zoning Board of Appeals.
- Assist the Department Heads Site Plan Review Committee in reviewing all site plans filed with the Town.
- Update and maintain the Town's Subdivision Control Regulations, Zoning by-laws, and Traffic Rules and Regulations.
- Work with landowners, developers, and engineers to ensure quality projects are filed for permitting.
- Administer the resale and refinancing of affordable units under the Local Initiative Program.
- Provide solutions to citizens for a variety of problems regarding public services.
- Hold hearings and make decisions for parking ticket appeals at the local level.
- Maintain good relations with all Town Departments and Offices.

1998 - 1999

Dietrich & Wilson, P.C.

Framingham, MA

#### **Administrative Assistant**

- Entered client data into computerized accounting program and reviewed client entered data for error.
- Managed a busy office environment including answering phones and greeting clients and other office visitors.
- Edited letters and other writings by principal accountant.
- Processed monthly billing for accounting services.
- Provided administrative support and general office duties such as answering phones, processing tax returns, ordering supplies and keeping files current.

#### **Computer Skills**

MS Office 365 including Word, Excel, Outlook, PowerPoint & Teams  
MUNIS  
PermitEyes  
Permit Tracker  
AssessPro  
Arch View  
People GIS/People Forms  
Vadar Accounting System  
Adobe Acrobat X Pro  
CivicPlus (Website Maintenance)  
City View  
Laserfiche  
In Code Accounting System  
Internet and Various Social Media Outlets including Facebook and Instagram

#### **Relevant Information**

2022-Present, Member, ICMA  
2023-Present, Member Florida Zoning and Planning Association  
2004-Present, Member, American Planning Association, FL Chapter  
2004-2022, Member, MA Association of Planning Directors  
2001-2011, Member, Town of Hudson Industrial Development Finance Authority  
2002-2003, Member, Town of Hudson Community Development Plan Steering Committee



2004, Member, Town of Hudson Planning Board  
2007-2014, Chair, Town of Hudson Community Preservation Committee  
2009-2012, Member, Town of Hudson Municipal Affordable Housing Trust

122 Fontaine Drive  
Tavernier FL 33070  
theodoremunchmeyer@gmail.com  
304-210-4949

23 February 2025

Village of Islamorada  
Human Resource Department  
86800 Overseas Highway  
Islamorada, Florida, 33036

To Whom It May Concern,

I am writing to express my interest in the Village Manager position, 20250110, with the Village of Islamorada, as recently advertised. With a strong background in administration, strategic planning, community development, and engagement, I am excited about the opportunity to contribute to the effective governance and operations of the unique location I have lived in for many years.

In my previous role as a senior military officer, I successfully planned, organized, and directed various programs and services that met the needs of both the installation and the community. My experience includes serving as the environmental programs manager at the White House Military Office and a director at the Pentagon's Legislative Affairs, where I faced unique management challenges. Specifically, my role as the commander of a nearly 250-person team honed my management abilities. I prepared meeting agendas and ensured that both local and military officials were well-informed about current and upcoming base actions. I understand the importance of effective communication and thorough preparation for maintaining the efficiency of municipal operations.

I am adept at initiating policy recommendations and conducting reviews with staff to ensure that all proposed items are relevant and necessary for council consideration. My ability to negotiate contracts and collaborate with legal advisors has led to successful outcomes in facility construction and long-term facility maintenance contracts, as well as the successful deployment of troops to various military operations and the repatriation of 3,300 Americans from the 2010 Haitian earthquake. I am committed to upholding the integrity of the Village while ensuring that all personnel actions are promptly handled with care and professionalism.

With a proven track record in fiscal management, I have developed long-range strategic plans that have successfully guided budget implementation and control. My

analytical skills and attention to detail allow me to monitor expenditures and revenues effectively, ensuring the Village's financial health. I prioritize community relations and represent the Village administration at public meetings and events, fostering positive relationships with community organizations and governmental entities.

My recent experience as a high school Junior ROTC instructor and a senior engineer has broadened my understanding of diverse communities and improved my ability to collaborate effectively with a wide range of stakeholders. I take pride in my multitasking capabilities and adaptability to changing situations, all while focusing on problem-solving and finding common ground. I am committed to enhancing the operations of the Village of Islamorada and look forward to developing programs and strategies that align with the Village Council's long-term goals.

I am excited about the possibility of contributing my expertise to the Village of Islamorada and helping it continue to succeed. Thank you for considering my application. I look forward to the opportunity to discuss my qualifications further.

Sincerely,

A handwritten signature in black ink that reads "Theodore Munchmeyer". The signature is written in a cursive, flowing style.

Theodore Munchmeyer

Enclosed

Resume – Theodore W. Munchmeyer

DD 214 (3 total) – Certificate of Release or Discharge From Active Duty

**THEODORE “TED” W. MUNCHMEYER, P.E.**

122 Fontaine Drive  
Tavernier, FL 33070

Telephone: (304) 210-4949  
E-mail address: [theodoremunchmeyer@gmail.com](mailto:theodoremunchmeyer@gmail.com)

**EXPERIENCE**

**Chief Inspector and Engineer**

Certified Inspections Services Inc.

October 2023-Present

- Review engineering design aspects for various renovation and new building projects and provide solutions to ensure projects meet current construction codes
- Conduct multi-disciplined on-site inspections of construction projects including new homes, renovations, fencing, spall repair, impact window/door installment, docks, pools, underground tanks, generators and demolition projects
- Administer wind mitigation and multi-point facility inspections for insurance eligibility

**Civil Engineer**

Florida Fence Company, Tavernier, FL

December 2021-Present

- Review engineering specifications for fencing projects throughout Monroe County
- Provide technical expertise on fencing requirements that meet Florida Building Code standards

**Senior Aerospace Instructor**

Southridge Senior High School, AFJROTC Det. FL-871, Miami, FL

October 2017-June 2024

- Educated 170 high school cadets annually on various life skills needed for performing well in the modern-day environment ranging from citizenship to budgeting to interviewing for chosen professions
- Supervised the local Air Force JROTC program; a unique educational program that provides outreach to those students that could benefit from a cadet-led leadership program, developing teamwork through discipline and comradery amongst like-minded students

**Acting Branch Chief and Special Assistant for Acquisition and Logistics**

Office of the Secretary of Defense for Legislative Affairs, Pentagon, DC

July 2014-October 2017

- Provided legislative and strategic support for DoD entities reporting to the Undersecretary of Defense for Acquisition, Technology and Logistics (AT&L) as well as other senior OSD offices; facilitated Congressional inquiries, briefings, testimony and proposed legislation
- Coordinated all Congressional engagement efforts during the inadvertent shipment of live anthrax bacillus to various public and private institutions; ensured constant communication between Government agencies, Congress and affected laboratories

**Chief, Readiness and Emergency Management Division**

Headquarters Air Force Reserve Command, Robins AFB, GA

July 2012-July 2014

- Provided technical expertise and doctrinal guidance for 5,400 Civil Engineer, Fire Emergency Service, Explosive Ordnance Disposal, Emergency Management and combat engineer personnel in 43 units
- Refocused the role of the Expeditionary Combat Support Training and Certification Center and the Innovative Readiness Training program reworking the training requirements and opportunities for units; efforts minimized overlapping training and focused on unit tailored readiness reportable training needs

**Commander and Base Civil Engineer**

482d Civil Engineer Squadron, Homestead Air Reserve Base, FL

July 2009-June 2012

- Commanded squadron of 156 Airmen and 85 civilians winning 2010 Reserve/Guard Outstanding Unit
- Programmed, developed and awarded over \$100M in construction projects for \$1.1B in infrastructure
- Responded to the Haitian earthquake of 2010 by organizing and operating an evacuee immigration center in the base gymnasium; efforts resulted in 3,300 Americans safely returned to the US
- Deployed as Deputy Air Reserve Component Liaison Officer, Al-Udeid AB, Nov 2010-Apr 2011; educated deployed Airmen on benefits and responsibilities before and after deployment

**Student**

US Army War College, Carlisle Barracks, PA

July 2008-June 2009

- Selected for Army's Senior Developmental Education in residence as one of 32 Airmen providing the perspectives of today's Air Force officer; researched the impacts of national security responses to conflicts over limited water resources

**Executive Officer**

Deputy to the Chief of Air Force Reserve, Pentagon, DC

March 2007-July 2008

- Personally responsible for the scheduling, reviewing, coordination and prioritization of mission requirements and Congressional visits for the Deputy to the Chief of Air Force Reserve

**Chief of Program Management**

Installations and Logistics Directorate, Air Force Reserve, Pentagon, DC

June 2003-March 2007

- Coordinated the planning, programming and execution of AFR CE and Services budgets including \$400M 5-yr MILCON budget, five Congressional reprogrammings, Base Closure and operational and Management (O&M) budget of \$350M
- Deployed as Deputy A7, Combined Air Operations Center to the Combined Air Operations Center, Al-Udeid Air Base, Kingdom of Qatar, Sep 2005-Jan 2006; coordinated requirements for 3,007 deployed engineers at eleven bases in seven countries and assisting in Pakistani earthquake relief efforts

**Commander, 48th Civil Engineer Squadron Environmental Flight**

US Air Force Reserve Individual Mobilization Augmentee (IMA) Program

RAF Lakenheath, United Kingdom

November 2000-May 2003

- Reviewed and formulated a \$1.6M upcoming annual and \$4.8M five-year budget for environmental, and natural/cultural resources; reviewed over 60 individual budgetary inputs from the 10-person staff
- Provided force protection guidance as a reserve officer; prepared installation for anti-terrorism and force protection inspection; received second highest rating ever from the military inspection team
- Deployed as Base Civil Engineer, 401<sup>st</sup> Air Wing (Exp), Tuzla AB, Bosnia-Herzegovina, Aug 2002-Feb 2003; responsible for maintaining airfield infrastructure; managed \$3M in improvement projects

**Officer In Charge, Environmental Programs**

Special Programs Office, White House Military Office, DC

May 1996-August 2000

- Coordinated with Federal and state regulators and created first successful method of complying with environmental regulations while ensuring national security requirements were adequately maintained
- Managed all environmental programs for facilities that directly support the President of the United States including Camp David, White House Communications Agency and Marine Helicopter One
- Volunteered as structural engineer for antiterrorism/force protection assessments in South Korea, Bosnia-Herzegovina and the US; assessed vulnerabilities to terrorist attacks at 21 installations

## **Environmental Engineer**

721st Civil Engineer Squadron, Cheyenne Mountain AS (CMAS), CO

April 1993- May 1996

- Military Officer In Charge (OIC) of environmental compliance; annually planned, budgeted and executed \$750K projects
- Researched technical and legal arguments convincing federal and state EPA agencies to accept AF position on 510K-gallon CMAS Diesel Fuel Reservoir; resulted in saving \$4.5M in construction funds
- Deployed as Engineering Chief of Design, 4404<sup>th</sup> Civil Engineer Squadron (Exp), Dhahran, Kingdom of Saudi Arabia, Jun-Sep 1995; lead design engineer for 67 construction projects estimated at \$6.5M

## **EDUCATION**

- Bachelors of Science in Civil Engineering, Purdue University, 1991
- Masters of Science in Environmental Engineering, Georgia Institute of Technology, 1993
- Masters Degree in Business Administration (MBA) London Business School, London England; first student to attend semester abroad at the India School of Business, Hyderabad, India, Winter, 2001/2002
- Masters Degree in Strategic Studies, US Army War College, 2009

## **OTHER ACCOMPLISHMENTS**

- Retired Colonel, United States Air Force, with nearly 26 years of service; Joint Qualified Officer (2017); DD 214 provided with listing of distinguishments and accolades
- Author of published articles on Energy Conservation: *Enlightening Cheyenne Mountain* (1996) and Water Distribution Construction: *Trenchless Technologies at RAF Lakenheath* (2003)
- Licensed Professional Engineer (P.E.) State of Florida 2018 to present and Commonwealth of Virginia, 1997-2022
- Three-time marathon finisher, 1997 & 1999 Marine Corps and 2001 Berlin Marathon
- International Observer, Organization for Security and Co-operation in Europe (OSCE), Republic of Tartarstan, Russia monitoring 1999 Duma elections
- Completed internships with the US Trade Representative Office and Ford Motor Company, UK, 2001
- President, Society of American Military Engineers, Robins AFB Chapter, 2013
- Leadership in Energy & Environmental Design (LEED) certified, 2013
- Eagle Scout recipient
- Married to the former Andrea Jonas with one son, Tyler

Current as of February 2025

Ron Saunders  
email: ronesaunder@comcast.net Phone (305) 619-0383

February 14, 2025

Dear Mayor Mahoney and Village Council Members,

I am seeking your support to be appointed as the Village of Islamorada Manager. I understand that the role of Manager is to receive and act upon direction from the Council and give direction to the staff. I believe that my knowledge of local issues, management and communication skills, relationships with local elected and appointed officials, and my experience as a former state legislator will enable me to be an effective Village Manager and bring stability to the position.

#### Knowledge of local issues

I represented the residents of Islamorada and the Florida Keys for 14 years in the State Legislature. My legislative office was in Plantation Key and I have attended numerous civic events and government meetings in the Upper Keys for many years.

I was a local radio news show host for 6 years and interviewed elected officials about issues important to Islamorada residents.

#### Management and communication skills

During my 14-year tenure as a state legislator, I served as Chair of both the Florida House Appropriations and Community Affairs Committees and supervised numerous staff members. After leaving the Legislature, I served as General Counsel for the Monroe County Clerk of Court for 3 years and supervised over 50 deputy clerks and court-related personnel. My service as an elected official and radio news host, as well as being an attorney, has helped me be an effective communicator.

#### Relationships with local elected and appointed officials

I have a good working relationship with most of the elected and appointed officials in Monroe County which would be of benefit to the Village when interacting with the county and other municipalities on issues of mutual interest.

#### Experience as a state legislator

My service as Chair, Vice-Chair and longtime member of the House Appropriations Committee gives me insight regarding the legislative budget process which would be helpful in obtaining state funds for the Village.

My service as Chair of the House Community Affairs Committee gave me an extensive knowledge about local government issues.

If selected as Manager, I would become an Islamorada resident in order to be readily available to the Council, staff, and residents. I ask for your support of my application. Thank you!

Ron Saunders

## **RON SAUNDERS**

**Director of Community Relations**  
**Lower Keys Medical Center**

**Jan 2025-Present**  
**Lower Keys**

Responsible for coordinating communication and relationships between hospital and local residents.

**Attorney**  
**Merlin Law Group**

**Feb 2018-Dec 2024**  
**Florida Keys/Tampa**

Joined firm after Hurricane Irma to assist Keys residents in dealing with their windstorm insurance companies which had denied, denied, or underpaid valid coverage claims.

**Radio News Host**  
**US1 Radio**

**Sept 2017-Sept 2023**  
**Florida Keys**

Hosted a daily news show heard throughout the Keys featuring local news and interviews with elected officials and reporters on issues important to Monroe County residents.

**General Counsel**  
**Monroe County Clerk of Court**

**Feb 2014- May 2016**  
**Florida Keys**

Represented the Clerk's Office in all legal matters including litigation and supervised all court-related personnel.

**Attorney**  
**Self-employed**

**Nov 2012-Jan-2014**  
**Florida Keys**

Represented clients on a variety of legal issues.



**State Representative, House District 120**  
**Florida House of Representatives**

**Nov 2006-Nov 2012**  
**Tallahassee/Fla Keys**

Elected to serve as House Minority Leader and supervised caucus staff.  
Served as Ranking Member on House Appropriations Committee in charge of state budget and as Member of Joint Budget Commission.

**Law Firm Shareholder**  
**Bryant, Miller & Olive**

**Dec 1994-May 2006**  
**Tallahassee, FL**

Member of statewide law firm which represented local government entities with municipal bond issuances.

**State Representative, House District 120**  
**Florida House of Representatives**

**Nov 1986-Nov 1994**  
**Tallahassee/Fla Keys**

Served as Chair and Vice-Chair of House Appropriations Committee responsible for State of Florida's multi-billion-dollar budget.

Served as Chair of House Community Affairs Committee responsible for all local government legislation, including growth management bills.  
Responsible for supervising committee staff .

Sponsored and passed major legislation:

Save Our Homes- authorized constitutional amendment capping increase in homestead property tax values

Everglades Protection Act- helped set up measures to protect Florida Bay from agricultural pollution running from Everglades

Sadowski Act- Set up funding measures and trust fund to provide money for affordable housing throughout the state

Healthy Start-Authorized program to provide funding for prenatal care

Selected twice by an independent panel as the Most Effective Member of the 120 members of the Florida House of Representatives.

**Deputy County Attorney  
Monroe County**

**1982-1986  
Florida Keys**

Served as attorney for Monroe County Zoning Board and Board of Adjustment. Provided legal counsel to various county departments.

**Attorney  
Saunders & Saunders**

**1979-1982  
Key West, FL**

Practiced real estate, banking and corporate law in partnership with father, Jack Saunders, who served as a state legislator and judge in Monroe County and was a federal magistrate until his death in 1981.

**Memberships and Activities**

Current Chair of Monroe County Education Foundation responsible for oversight and fundraising for Take Stock in Children scholarship and mentoring program for Monroe County students.

Past Chair of Florida Keys Community College Board of Trustees

Member of Florida Bar, Rotary, Elks, Moose, and Mensa

**Education**

University of Florida School of Law  
Juris Doctor

1976-1979

University of Florida School of Business Administration  
Bachelor of Science, Economics and Finance

1972-1976

Contact information:

[email:ronesaunders@comcast.net](mailto:ronesaunders@comcast.net)

Phone: (305) 619-0383

# MARK SOHANEY

Key West, FL ♦ (808) 341-6706 ♦ [mark.sohaney@me.com](mailto:mark.sohaney@me.com) ♦ [linkedin.com/in/mark-sohaney](https://www.linkedin.com/in/mark-sohaney)

February 17, 2025

Dear Members of the Hiring Committee,

I am writing to express my enthusiastic interest in the Village Manager position for Islamorada. With over 37 years of leadership experience in the military, having held command roles at key installations such as Joint Base Pearl Harbor-Hickam and Naval Air Station Key West, I have developed a comprehensive skill set in strategic planning, budget management, and community engagement. I am eager to bring these skills to the vibrant community of Islamorada, known for its stunning coastal beauty and unique island lifestyle.

During my tenure as Commanding Officer at Joint Base Pearl Harbor-Hickam, I managed complex operations that required strategic oversight of multi-branch military initiatives. My experience in budget management and resource allocation ensured projects were completed efficiently and within fiscal constraints. Moreover, my focus on sustainability and environmental resilience during infrastructure projects reflects my commitment to aligning operational goals with ecological priorities, a perspective I am excited to bring to Islamorada's development initiatives.

At Naval Air Station Key West, I honed my skills in collaborative leadership and stakeholder engagement. Leading this installation, I prioritized transparency and community-focused decision-making, consistently striving to build consensus among diverse groups. My ability to forge partnerships and foster teamwork will be instrumental in fulfilling the Village Council's vision for Islamorada as a harmonious and thriving community.

As Village Manager, I am prepared to lead Islamorada with integrity and vision, supporting the Village Council's mission to effectively balance and integrate diverse community interests. My extensive background in strategic financial planning, intergovernmental relations, and emergency management aligns closely with the requirements of this role. Additionally, my experience with FEMA and grant writing equips me to secure vital resources for the village's development.

I am particularly drawn to Islamorada's commitment to preserving its natural charm while fostering sustainable growth. My leadership style, grounded in active engagement and team motivation, aligns with Islamorada's need for a leader who transcends office boundaries to connect with staff and the community on the ground.

I am eager to bring my strategic vision and leadership expertise to Islamorada, contributing to a vibrant future for the village. Thank you for considering my application. I look forward to the opportunity to discuss how my experience and vision can align with Islamorada's needs.

Warm regards,

Mark Sohaney

# MARK SOHANEY

808-341-6706 | Key West, FL | mark.sohaney@me.com | linkedin.com/in/mark-sohane

## **CHIEF EXECUTIVE OFFICER | CONSTRUCTION, FACILITIES AND OPERATIONS**

With over 37 years of leadership and operational experience, including distinguished naval service, a notable track record in strategic planning, and resource management, significant achievements have been made in construction operations and facilities management. Spearheaded multi-billion-dollar infrastructure projects, with a strong emphasis on sustainability, quality control, and strategic development, leading transformative initiatives in complex military and civilian environments. Equipped to drive organizational growth and enhance team dynamics, adept at boosting operational efficiency and fostering a culture of excellence.

- Expertise in construction project management and procurement, ensuring on-time completion and budget adherence while maintaining high safety and quality standards.
- Proven ability to lead and modernize infrastructure and operations, demonstrated through successful management of capital improvement projects and comprehensive facility upgrades.
- Skilled in financial performance analysis and operational metrics, effectively overseeing budgets and driving economic stability in challenging environments.

### **Core Competencies:**

City Management | Construction Operations | Project Management | Procurement Strategies | Quality Control  
Financial Performance Analysis | Sustainability Initiatives | Infrastructure Modernization | Historical  
Preservation | Facility Sustainment | Contract Negotiations | Community Engagement | Emergency Preparedness

## **HIGHLIGHTS OF PROFESSIONAL ACHIEVEMENTS**

### **As Chief Executive Officer, Joint Base Pearl Harbor-Hickam**

Led the transformation of the most strategic, historic, and complex military installation in the world. Developed and implemented strategic initiatives for a comprehensive development plan that emphasized major utility and facilities recapitalization while prioritizing sustainability. Oversaw construction, facilities management, and base operations, directly supporting a community of 93,000 people. Managed a dual-use military and civilian international airport, extensive deep-water naval port facility, which included 12 geographically dispersed annexes spread over 28,000 acres with more than 4,000 facilities, all valued at approximately \$30.8 billion.

- **Spearheaded the development of major capital improvement projects**, including a \$1.4 billion Biodiesel Plant and Solar Farm, a \$1.2 billion Wastewater Treatment Plant, and a \$750 million Water Treatment Plant, with a focus on sustainability, sea level rise adaptation, and environmental cleanliness.
- **Directed the modernization of airport infrastructure**, encompassing \$865 million in construction, while collaborating with all stakeholders to ensure smooth coordination with Honolulu International Airport.
- **Led the seamless integration of the Navy's largest construction project to date**, ensured the \$4.5 billion Dry Dock project was executed without disrupting base operations or impacting the community.
- **Directed the continuous integration of \$1.2 billion in repairs** for the base's piers and wharves, enhancing the readiness and resilience of essential infrastructure without interrupting naval operations.
- **Collaborated with city, state and elected officials to create a \$200 million project**, enhancing emergency evacuation for Honolulu County in response to hurricanes, wildfires and other natural disasters.
- **Established a partnership with the Hawaii Department of Land and Natural Resources**, securing funding for collaborative real estate projects, including a \$16 million Watershed Management Project.

# MARK SOHANEY

808-341-6706 | mark.sohaney@me.com

## **As Chief Executive Officer, Naval Air Station Key West, Florida**

As the largest employer and landowner in the Florida Keys, committed to remaining open for business during the COVID-19 pandemic was crucial not only for the military, but also for the economic stability of the community. Navigated these unprecedented challenges with unwavering resilience and determination, prioritizing the safety and welfare of over 5,000 personnel across our extensive 5,800-acre installation, encompassing 35,000 square miles of airspace, comprising of more than 500 facilities valued at \$2.5 billion.

- **Recognized expert in emergency and crisis management**, collaborated with Monroe County leadership through hurricanes and other emergencies, ensuring safety, sustainability, and resilience.
- **Directed high-performing Parks and Recreation department**, managed a diverse range of facilities and services while implementing operational improvements, resulting in excellent P&L outcomes.

## **PROFESSIONAL EXPERIENCE**

### **Commanding Officer**

(2022 – 2024)

#### **Joint Base Pearl Harbor-Hickam – Pearl Harbor, HI**

- Directed over 4,300 personnel in integrating projects exceeding \$10 billion, managing a \$243 million budget while achieving construction goals.
- Managed military housing units, optimizing occupancy and maintenance efficiency, resulting in high resident satisfaction and budget compliance.
- Led collective bargaining for 700 employees, securing favorable agreements that boosted morale and reduced turnover.

### **Commanding Officer**

(2019 – 2022)

#### **Naval Air Station Key West – Key West, FL**

- Managed crucial Navy installation supporting joint training, ensuring precise operational readiness.
- Developed strategic plans to mitigate sea level rise impacts, guaranteeing infrastructure resilience.

### **Executive Assistant to the Director of Maritime Operations**

(2017 – 2019)

#### **U.S. Pacific Fleet – Pearl Harbor, HI**

- Oversaw maritime operations for 200 ships, 900 aircraft, and 145,000 personnel, managing a \$15 million budget for operational readiness against diverse challenges.

### **Officer-in-Charge, Boeing P-8A Poseidon Fleet Introduction Team – Jacksonville, FL**

(2014 – 2017)

Chief Executive Officer leading the Navy's largest maritime aircraft transition program in over half a century. Directed a \$25 billion strategic integration of the P-8 Poseidon aircraft into Navy operations managing diverse teams, stakeholder alignment, and adherence to stringent timelines and budgets.

### **Commanding Officer, Patrol Squadron Twenty-Six – Jacksonville, FL**

(2013 – 2014)

Chief Executive Officer of an aviation squadron, led a diverse team of 525 people while directing all maritime operations during a highly strategic deployment involving intricate coordination with allied forces, enhancing multinational maritime security efforts and ensuring a seamless integration within a coalition environment.

## **EDUCATION**

NAVAL WAR COLLEGE, MA, **National Security and Strategic Studies**, Newport, RI

SAN DIEGO STATE UNIVERSITY, BA, **Economics, Summa cum laude**, San Diego, CA

## **ADDITIONAL INFORMATION**

International City Managers Association, Member

Florida City and County Management Association, Member



# Council Communication

**To:** Mayor and Village Council  
**From:** Peter Frezza, Environmental Resources Manager  
**Date:** April 8, 2025  
**SUBJECT:** **Presentation on Monroe County's 'Less Than Fee Program' - Cynthia Guerra - Executive Director of the Monroe County Land Authority TAB 2**

## **Background:**

The Monroe County Land Authority manages a 'Less than Fee Program' for the County which was launched in October 2018. The Less than Fee Program's goal is to purchase and thus retire Development Rights. It is a willing seller program in which the county purchases some of the development rights, such as "density" from owners of lots zoned residential when the adjacent lot to the seller's primary residence is vacant. The Property owners can continue to use the land for non-habitable accessory structures such as a pool, garage, parking or recreational open space. The adjacent lot owner continues to own and manage the land but loses all development rights on it. As of September 2024, approximately \$7.5 million has been dedicated by the County to the program and the program has resulted in the acquisition of development rights for 104 less than fee lots. More information on the County program can be found here.

<https://www.monroecounty-fl.gov/1029/Less-Than-Fee-Program>

The Village's Land Acquisition Citizens Advisory Committee has been discussing the idea of potentially establishing a similar program within the Village. Cynthia Guerra, executive director of the Monroe County Land Authority, will give a brief presentation on the less than fee program and will answer any questions that the Village Council may have.

## **Analysis:**

n/a

## **Budget Impact:**

na

## **Staff Impact:**

na

## **Recommendation:**

na

**Attachments:** None



# Council Communication

**To:** Mayor and Village Council  
**From:** Peter Frezza, Environmental Resources Manager  
**Date:** April 8, 2025  
**SUBJECT:** **Presentation on Proposed New Special Assessment for Canal 147 Residents, Lower Matecumbe Key TAB 3**

## **Background:**

The Village is nearly complete with a canal restoration project within Canal 147, Lower Matecumbe Key as part of its Canal Restoration Work Program. The project entails an organic removal, backfilling, and installation of an air curtain at the mouth of the canal. The organic removal and backfilling components of the project have been completed. 100% of the project, from design through construction and monitoring, is being funded through a grant from the FDEP through the Stewardship Act program. However, the operation and maintenance of the air curtain would incur ongoing routine costs that are not covered under the grant. The Village is proposing establishing a new special taxing district and assessment for those property owners living along the canal to fund these operating and maintenance costs. The assessment would be divided among the affected parcel/property owners through an established method. To date, the steps taken to establish the new assessment have been a staff presentation to the Village Council with Council direction to proceed, holding of a neighborhood meeting, a property owner vote, and an adoption of a 'Resolution of Intent' by the Village Council. This presentation will briefly outline the necessary next step to establish the assessment which is to adopt an 'Initial Rate Resolution' which will be brought before the Village Council at its regularly scheduled May meeting.

## **Analysis:**

A copy of the presentation is attached.

## **Budget Impact:**

n/a

## **Staff Impact:**

n/a

## **Recommendation:**

n/a

**Attachments:** 1. Canal 147 MSBU 040825 RVCM



# Canal 147 Restoration Project

## *Proposed New Special Assessment*

April 8, 2025 Regular Village Council Meeting



*Islamorada*  
Village of Islands



# Canal Restoration Work

## Plan

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



# Canal Restoration Ranking Summary

➤ 63 canals throughout Village

➤ Technologies:

➤ Organic Removal

➤ Backfilling

➤ Weed gate/Air curtain

➤ Infiltration well

➤ Culvert pipe

**wood.**

## VILLAGE OF ISLAMORADA UPDATED CANAL WATER QUALITY IMPROVEMENT PROJECT RANKING EVALUATION

PREPARED FOR:

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

PREPARED BY:

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

Wood Project No. 6783-20-3265

July 2021



# Canal Restoration Ranking List #1-17 out of 63

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



# Canal 147





# **Canal 147 - Organic Removal, Backfill and Air Curtain**

## **\$2.5m DEP Stewardship grant funding the project**





# Canal 148

## Matecumbe Resort





# Proposed New Taxing District

Atlantic & Leserra Lanes  
(to operate & maintain air curtain)

## 5-year Average Annual Rates

|                                |          |
|--------------------------------|----------|
| Operation & Maintenance        | \$17,267 |
| Accenture/Consultant Fee       | \$1,600  |
| Statutory Discount Fee<br>(5%) | \$1,046  |
| First Class Notices            | \$6      |
| Tax Collector Fee              | \$1,000  |
| Total Annual Cost              | \$20,919 |

/18 parcels = \$1,163 per year



# Steps



- ✓ 5/7/2024 - Presentation to Village Council – direction to proceed
  - ✓ 5/9/2024 - Neighborhood meeting was held
  - ✓ 6/3/2024 - Property owners were asked to vote – via a mailed letter -  
10 votes YES; 7 votes NO
  - ✓ 10/24/24 - Published and ran a ‘Notice of Intent’ (4 weeks) for the proposed non-ad valorem assessment program
  - ✓ 11/19/24 - ‘Resolution of Intent’ adopted by the Village Council
- 

- **5/6/25 - Initial Rate Resolution Adoption by the Village Council**
- 5/20/25 - Publish Notice of Public Hearing & Mail First Class Notices
- 6/10/25 - Final Assessment Resolution Adoption by the Village Council
- By 9/15/25 - Submit final assessment Roll to Tax Collector
- By 9/15/25 - Village Certifies Final Assessment Roll to Tax Collector



## MAYOR'S PROCLAMATION

### SEXUAL ASSAULT AWARENESS MONTH

**WHEREAS**, Sexual Assault Awareness Month is observed nationally each April to promote education and raise awareness of the fact that sexual violence is widespread and affects individuals of every age, race, gender and socioeconomic background; and

**WHEREAS**, Islamorada, Village of Islands, recognizes the profound impact that sexual violence has on survivors, their families, and our community as a whole, including physical, emotional and psychological effects that can last a lifetime; and

**WHEREAS**, Christina's Courage, the only Rape Crisis Center in Monroe County, provides survivors with a safe and confidential environment for services including forensic examinations, victim advocacy, law enforcement interviews and counseling; and

**WHEREAS**, the Center operates on donations and the support of volunteers at a confidential location donated by the City of Key West, and has a mental health counselor and sexual assault nurse examiners, one of whom single-handedly conducts 95% of all forensic exams in Monroe County each year; and

**WHEREAS**, every member of our community plays a role in the prevention of sexual violence which is only possible through education, intervention, and community efforts that empower individuals to speak out against harmful behaviors and support survivors in their journey toward healing and justice; and

**NOW, THEREFORE**, I Sharon Mahoney, Mayor of Islamorada, Village of Islands, do hereby proclaim April 2025, as Sexual Assault Awareness Month, reaffirming Monroe County's commitment preventing sexual violence and urging all residents, businesses, and organizations to join in this observance by working together toward a safer, healthier community for all.

**WITNESS**, my hand and seal of Islamorada, Village of Islands, Monroe County, Florida this 8<sup>th</sup> day of April 2025.

---

Sharon Mahoney, Mayor



# Council Communication

**To:** Mayor and Village Council  
**From:** Don Horton, Vice Mayor  
**Date:** April 8, 2025  
**SUBJECT:** Lobby Firm RFP FY 25-26 (Vice Mayor Don Horton)

**Background:**

**Analysis:**

**Budget Impact:**

**Staff Impact:**

**Recommendation:**

**Attachments:** None



# Council Communication

**To:** Mayor and Village Council  
**From:**  
**Date:** April 8, 2025  
**SUBJECT:** **Marina Enterprise Fund**  
**Renovation of Boat Ramp for Fishing Guide Use (Mayor Sharon Mahoney)**

**Background:**

**Analysis:**

**Budget Impact:**

**Staff Impact:**

**Recommendation:**

**Attachments:** None



# Council Communication

**To:** Mayor and Village Council  
**From:** John Quick, Interim Village Attorney  
**Date:** April 8, 2025  
**SUBJECT:** Starcks Wheel Ditch Update (Village Attorney) TAB 4

## Background:

This is a follow up to the request at the January Council meeting to look into the possibility of creating an idle/no wake zone through Starcks Wheel Ditch. In analyzing this, we have analyzed the ownership/control of the area, Florida statutes, Florida administrative code, and other pertinent provisions of law. As a reminder, Starcks Wheel Ditch is not currently regulated (a copy of the Starcks Wheel Ditch aerial is attached for your convenience). Another Wheel Ditch (Whale Harbor Wheel Ditch), though, is already designated as a slow speed, minimum wake zone.

## Summary

To summarize the discussion below, it appears the Village could establish a slow speed, minimum wake boating restriction in Starcks Wheel Ditch by ordinance. In addition, while it may be possible for the Village to establish a vessel-exclusion zone or idle speed zone, the Village's authority to establish those is restricted to certain limited instances. Further, to support a vessel-exclusion or idle speed zone, the change would need to be supported by competent substantial evidence and would be subject to approval by the Florida Fish and Wildlife Commission ("FWC").

## Discussion

Below please find a more detailed summary of the analysis leading to that summary.

Pursuant to section 327.46, Florida Statutes, municipalities have the authority to establish boating-restricted areas within their jurisdiction under certain circumstances. The primary purpose is to protect public safety based on factors such as boating accidents, visibility issues, hazardous currents, vessel congestion, and navigational hazards. Municipalities may establish restrictions through local ordinances, subject to statutory conditions.

## Section 327.46(1)(b)

Section 327.46(1)(b), Florida Statutes, provides specific circumstances under which the Village may adopt and enforce an ordinance without additional approval by FWC. For zones established under 327.46(1)(b) by Village Ordinance, when establishing the zone the Village would also need to apply for an Florida Uniform Waterway Markers ("FUWM") permit, following the specifications and requirements set forth in 68D-23, F.A.C.



Specifically, pursuant to section 327.46(1)(b)1., an idle speed, no wake boating restriction may be established without further FWC approval if the area is:

1. "Within 500 feet of any boat ramp, hoist, marine railway, or other launching or landing facility available for use by the general boating public on waterways more than 300 feet in width or within 300 feet of any boat ramp, hoist, marine railway, or other launching or landing facility available for use by the general boating public on waterways not exceeding 300 feet in width.";
2. "Within 500 feet of fuel pumps or dispensers at any marine fueling facility that sells motor fuel to the general boating public on waterways more than 300 feet in width or within 300 feet of the fuel pumps or dispensers at any licensed terminal facility that sells motor fuel to the general boating public on waterways not exceeding 300 feet in width.";
3. "Inside or within 300 feet of any lock structure."

Second, pursuant to section 327.46(1)(b)2., a slow speed, minimum wake boating restriction may be established without further FWC approval if the area is:

1. "Within 300 feet of any bridge fender system.";
2. "Within 300 feet of any bridge span presenting a vertical clearance of less than 25 feet or a horizontal clearance of less than 100 feet.";
3. "On a creek, stream, canal, or similar linear waterway if the waterway is less than 75 feet in width from shoreline to shoreline."
4. "On a lake or pond of less than 10 acres in total surface area."
5. "Within the boundaries of a permitted public mooring field and a buffer around the mooring field of up to 100 feet."
6. "Within 500 feet of a sewage pumpout station at any public or private nonresidential marina if the sewage pumpout station is within 100 feet of the marked channel of the Florida Intracoastal Waterway."

Finally, pursuant to section 327.46(1)(b)3., a vessel exclusion zone boating restriction may be established without further FWC approval if the area is:

1. "Designated as a public bathing beach or swim area, except that such areas may not be created on waters that include any portion of the Florida Intracoastal Waterway or that are within 100 feet of the marked channel of the Florida Intracoastal Waterway.";
2. "Within 300 feet of a dam, spillway, or flood control structure."

While specific confirmation would be needed, at first glance based on a Google maps aerial, it appears that the Starcks Wheel Ditch may fall within section 327.46(1)(b)2. – allowing for creation of a slow speed, minimum wake category.

#### Section 327.46(1)(c)

Section 327.46(1)(c) also allows for the creation of certain boating restrictions, however, FWC approval would be required under this section. Should the Village wish to pursue a boating restriction in Starcks Wheel Ditch under section 327.46(1)(c), there are three methods of doing so. Specifically, the following criteria exists for other boating-restriction areas thereunder, subject to FWC approval:

1. "An ordinance establishing an idle speed, no wake boating-restricted area, if the area is

within 300 feet of a confluence of water bodies presenting a blind corner, a bend in a narrow channel or fairway, or such other area if an intervening obstruction to visibility may obscure other vessels or other users of the waterway.”;

2. “An ordinance establishing a slow speed, minimum wake, or numerical speed limit boating-restricted area if the area is: (a) Within 300 feet of a confluence of water bodies presenting a blind corner, a bend in a narrow channel or fairway, or such other area if an intervening obstruction to visibility may obscure other vessels or other users of the waterway; (b) Subject to unsafe levels of vessel traffic congestion; (c) Subject to hazardous water levels or currents, or containing other navigational hazards; or (d) An area that accident reports, uniform boating citations, vessel traffic studies, or other creditable data demonstrate to present a significant risk of collision or a significant threat to boating safety.”; or

3. “An ordinance establishing a vessel-exclusion zone if the area is reserved exclusively: (a) As a canoe trail or otherwise limited to vessels under oars or under sail; or (b) For a particular activity and user group separation must be imposed to protect the safety of those participating in such activity.”

(emphasis added).

Should the Village wish to pursue wither an “idle speed, no wake zone” or “vessel-exclusion zone” in Starcks Wheel Ditch (or a slow speed, minimum wake zone pursuant to 327.46(1)(c), rather than 327.46(1)(b)), the ordinance establishing same would need to be submitted to FWC for review and approval prior to any such ordinance going into effect. For zones established under 327.46(1)(c) by Village Ordinance, the Village would need to reference 68D-21 for application requirements, criteria for approval of ordinances, etc. Moreover, the application for approval by the FWC would also need to be supported by “substantial competent evidence that the ordinance is necessary to protect public safety.” See § 327.46(c), Fla. Stat. Further, once a section 327.46(c) restriction zone is established, the Village would need to apply for an FUWM permit. If the Village has substantial competent evidence to show that a boating restriction zone is required, it is recommended that the Village communicate with FWC early in the process and submit a draft of the ordinance along with the Village’s evidence (i.e., vessel traffic study, law enforcement citations, boating accidents, etc.) for any comments from FWC in advance of any approval by the Village. That being said, it should be noted that in the context of the Village’s current attempts to extend a slow speed zone through Tavernier Creek, the state has advised it is no longer considering “idle speed/no wake” zones because they believe, inter alia, the language to be too confusing

We can discuss this item further at our April Council meeting to get guidance on how the Council would like to proceed. Should the Council wish to explore or pursue a slow speed, minimum wake zone, it is anticipated that, at a minimum, the following departments would need to be involved: (i) Manager’s office; (ii) Legal; and (iii) Environmental Resources Department. Should the Council wish to pursue restrictions under section 327.46(1)(c), then consultation with the Sheriff’s Office, at a minimum, would also be necessary to determine whether competent substantial evidence exists, or if further data and analysis would be required to support such a designation under current Florida law.

In the meantime, should you have any questions, please do not hesitate to contact me.

Regards,  
John

**Analysis:**

**Budget Impact:**

**Staff Impact:**

**Recommendation:**

**Attachments:** None



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

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March 18, 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, Council Member Anna Richards

**ABSENT:**

#### **II. PLEDGE OF ALLEGIANCE**

Greg Velez of FKAA led the Pledge of Allegiance.

#### **III. AGENDA: Requests for Deletion / Emergency Additions**

There were no emergency additions or deletions to the agenda.

Vice Mayor Don Horton pulled B on Consent (move to Resolutions) TAB 10

Council Member Deb Gillis added discussions about the Islamorada sign and FDOT crosswalks to Mayor/Council Communications.

Interim Village Attorney John Quick added a request for a Council liaison for the Yates litigation.

Mayor Sharon Mahoney added discussions on Windley Key parking and picnic tables near Amara Cay. She thanked everyone who helped and participated in the Heart Like Harlie fundraiser and welcomed newly seated Council Member Anna Richards.

#### **IV. REPORTS, PRESENTATIONS AND ANNOUNCEMENTS**

##### **A. Community Heroes Presentation**

Fire Chief Terry Abel presented the Community Heroes Award to Islander employees Briana Nolesco, Natasha DeJesus, and Demetrius Andrews for saving the life of a three-year-old child who had fallen into a pool by administering emergency aid until Fire Rescue arrived on the scene.



**B. Update on Plantation Key Water Main Project - Greg Velez and Aaron Cutler from FKAA**

Construction Manager Aaron Cutler provided an update on the Plantation Key Transmission Main Replacement Project. He indicated that FKAA was replacing 6 miles of pipe over the course of two summers from Snake Creek to near Tavernier Creek.

Mr. Cutler noted that crews are working from both ends to expedite the project as much as possible. He noted that traffic control is 24 hours per day, and left turns are not permitted in construction zones per state law. More information, including a 24-hour support by phone, was available on [FKAA's website](#) and social media.

**V. PUBLIC COMMENT**

Mayor Sharon Mahoney opened public comment.

Speakers included:

Van Cadenhead

Joe Wischmeier

Dr. Larry Dalton

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

**VI. CITIZENS' ADVISORY COMMITTEE REPORTS & APPOINTMENTS**

**A. Land Acquisition Advisory Committee Report - Chair Greg Dully      **TAB 1****

Chair Greg Dully presented the update on the activities of the committee, and invited Council to the opening of the Glynn Family Preserve.

**B. Parks and Recreation Committee Report - Chair Carolyn Wightman      **TAB 2****

Chair Carolyn Wightman presented the updates from the committee's latest meeting.

**C. 1. Committee Member Appointments      **TAB 3**  
2. Council Liaison Appointments**

1. Council directed staff to continue accepting applications and place appointments on the May agenda.

The Clerk indicated they would notify current applicants that the process was being moved to the May 6 agenda, and would collaborate with Council on the process to stagger terms for all remaining committees.

2. Council Liaisons were appointed to the following committees:

Historic Preservation - Council Member Deb Gillis

Land Acquisition - Council Member Deb Gillis

LPA - Council Member Anna Richards

Near Shore Water Regulations - Mayor Sharon Mahoney

Parks & Recreation - Council Member Anna Richards

Workforce/Affordable Housing - Vice Mayor Don Horton

Youth Council - Council Member Anna Richards

External Partner Organizations:

FL Keys Transportation Coordination Committee - Mayor Sharon Mahoney

FL Keys National Marine Sanctuary Advisory Council - Council Member Steve Friedman

FL Keys National Marine Sanctuary Water Quality - Council Member Steve Friedman

ICLEI - Vice Mayor Don Horton

## **VII. MAYOR / COUNCIL COMMUNICATIONS**

### **A. Discussion Regarding Policies/Procedures Addressing Complaints Against Charter Members (Councilmember Friedman) **TAB 4****

Council Member Steve Freidman asked for a resolution to be adopted to address complaints against the Village Manager, Attorney, or Council Members.

HR Director Jamie Terry noted that staff and legal had been revising policies and procedures for the employee handbook, which was intended to be ready for approval as part of the FY26-27 budget process. She noted that the handbook does not apply to Council Members, but that staff would incorporate a process to address these types of complaints.

### **B. Discussion on Charitable Contributions (Mayor Mahoney) **TAB 5****

Mayor Sharon Mahoney asked for input from the Council, as she opined that the Village should not be making donations with taxpayer dollars.

Mayor Sharon Mahoney opened public comment.

Speakers included:

Van Cadenhead

Joe Wischmeier

Andy Newman

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

Discussion ensued and a majority of the Council expressed an interest in not funding donations.

Interim Village Attorney John Quick suggested Council make a motion not to fund the charitable giving program to memorialize the decision.

**ACTION:** Motion to approve not funding the charitable giving program item VII.B. by Anna Richards, seconded by Don Horton;

Motion Passed with a 3:2 vote

**AYES:** Sharon Mahoney, Don Horton, Anna Richards

**NAYS:** Steve Friedman, Deb Gillis

**ABSTAIN:** None

- C.** ADDED AT MEETING \_ Islamorada Sign (Council Member Gillis)  
Council Member Deb Gillis suggested a facelift for the northern welcome sign by Tavernier Creek.

Director of Public Works A.J. Engelmeyer noted that a request was slated for the upcoming budget cycle to replace both north and south welcome signs.

Council concurred that it may be best not to add more activity to the area while FCAA was working there.

- D.** ADDED AT MEETING \_ FDOT Crosswalk (Council Member Gillis)  
Council Member Deb Gillis asked Acting Village Manager/Chief Building Official Sheila Denoncourt to reach out to FDOT to clarify that the Village was not interested in pursuing a crosswalk on US1.
- E.** ADDED AT MEETING \_ Windley Key Parking Issues (Mayor Mahoney)  
Planning Director Jennifer DeBoisbriand indicated this item was on her list to discuss priorities later in the meeting, noting that from a planning perspective, it makes more sense to look at the village as a whole rather than individual pieces.

Mayor Sharon Mahoney stated she would normally agree, but this area has already been challenging and it was incumbent upon Council to find a solution to manage reasonable parking accommodation for the Angler's Reef area.

- F.** ADDED AT MEETING \_ Picnic Tables near Amara Cay (Mayor Mahoney)  
Mayor Sharon Mahoney asked DPW to place picnic tables and trash cans across from Amara Cay. Public Works Director Engelmeyer noted his staff would place them around the shady areas.

## **VIII. VILLAGE ATTORNEY / VILLAGE MANAGER COMMUNICATIONS**

- A.** Update on Holiday Lights  
Acting Village Manager/Chief Building Official Sheila Denoncourt reached out to the current lighting contractor, who provided two quotes for downgraded services.

She noted that staff were looking for direction on how much Council wanted to spend. Ms. Denoncourt stated that this company is one of the few that do this work and expressed concern that an RFP may not bear results.

Council directed staff to explore what the vendor can provide in the \$50,000 range.

- B.** Village Manager Selection Process **TAB 6**  
HR Director Jamie Terry asked for direction on how to proceed on the Village Manager selection process.

She noted that option one could be to interview the six Florida candidates and then move on to out-of-state applicants if necessary.

Council agreed to in-person interviews the Florida candidates in person at a date

to be determined, but before the April 8 Council Meeting.

Ms. Terry indicated that she would tabulate the scoring sheets after the interviews and move forward from there.

Interim Village Attorney John Quick reminded Council Members to put their name on the scoring sheets as there can be no secret ballot.

**C. Update on Takings Law in Light of Recent Court Ruling      **TAB 7****

Alicia Gonzalez of Weiss Serota presented an update on the recent Shands v. Marathon court ruling and how it could affect Takings claims.

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

Planning Director Jennifer DeBoisbriand moved her presentation to the end of the meeting to be discussed with the After Action Report.

**E. ADDED AT MEETING \_ Liaison for the Yates Litigation**

Council Member Steve Freidman indicated he was not available to attend daytime mediation, and Council Member Deb Gillis volunteered to serve as liaison in his stead.

**IX. CONSENT AGENDA**

Tab 10 had been moved to the Resolutions section of the agenda. Therefore, Tabs 9, 11, 12, and 13 were on the Consent Agenda.

Mayor Sharon Mahoney opened public comment.

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

**ACTION:** Motion to Approve Tabs 9, 11, 12, and 13 on the Consent Agenda item IX. by Don Horton seconded by Anna Richards;

Motion Passed with a 5:0 vote

**AYES:** Sharon Mahoney, Don Horton, Steve Friedman, Deb Gillis, Anna Richards

**NAYS:** None

**ABSTAIN:** None

**A. Meeting Minutes:      **TAB 9****

Special Village Council Minutes - January 30, 2025

Regular Village Council Minutes - February 11, 2025 (Marne McGrath, Village Clerk)

**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**

- 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**

Vice Mayor Don Horton noted this request needed more detail about the composition of the proposed concrete and expressed concern about future change orders.

Mayor Sharon Mahoney opened public comment.

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

**ACTION:** Motion to Deny item IX.B. by Don Horton seconded by Anna Richards;

Motion Passed with a 5:0 vote

**AYES:** Sharon Mahoney, Don Horton, Steve Friedman, Deb Gillis, Anna Richards

**NAYS:** None

**ABSTAIN:** None

- 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**

Environmental Resources Pete Frezza noted that the Village has been asked to create a Vessel Exclusion Zone at Sunset Drive Beach. He indicated that this request was a proposal from WSP for a feasibility study only. He noted the study was the first step to take to the regulatory agencies that need to approve moving forward.

Mr. Frezza noted the cost was not budgeted, but funds were available.

Mayor Sharon Mahoney opened public comment.

Speakers included:

Van Cadenhead

Alfonso Fernandez-Fraga

Robert Moser

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

After discussion Council agreed to Continue the item to be addressed in the Comp Plan process.

**ACTION:** Motion to Continue until addressed during the comp plan process item XI.A. by Don Horton seconded by Deb Gillis;  
Motion Passed with a 5:0 vote  
**AYES:** Sharon Mahoney, Don Horton, Steve Friedman, Deb Gillis, Anna Richards  
**NAYS:** None  
**ABSTAIN:** None

- 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)

**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.**

Interim Village Attorney John Quick noted that a settlement agreement with Mr. Gulizio had been reached after three executive sessions. He indicated the settlement agreement was reached in principle last fall, but approval was delayed until after the November 2024 election.

Mayor Sharon Mahoney opened public comment.

Speakers included:  
Joe Wischmeier  
Van Cadenhead

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

**ACTION:** Motion to Approve item XI.B. by Steve Friedman seconded by Deb Gillis;  
Motion Passed with a 4:1 vote  
**AYES:** Sharon Mahoney, Steve Friedman, Deb Gillis, Anna Richards  
**NAYS:** Don Horton  
**ABSTAIN:** None

## **XII. AFTER ACTION REPORT**

- A.** After Action Report

Planning Director Jennifer DeBoisbriand presented her discussion from Tab 8 to reaffirm whether this Council mirrored the priorities of the previous Council.

Council discussed the Planning Work Plan and extended the discussion to include the items on the After Action Report.

**Items to move forward:**

Windley Key parking  
TDR ordinance  
Affordable Housing Plan  
Administrative Relief Plan  
Workshop on Village-owned properties

**Items to hold for the Comp Plan update:**

Rezoning of properties changed at incorporation  
Update to environmental standards in the Village Code  
Accessory Dwelling Units  
Food truck ordinance, as regulation is preempted by the State

**Items to remove:**

Village flag  
Sister City, as we already have one with Ocean Springs, Mississippi

**Items not coordinated by Planning:**

Planning Director Jennifer DeBoisbriand noted that the baseball field was a directive of the Village Manager, not an initiative of the Planning Department.

Interim Village Attorney John Quick summarized that the Village had been working with the School District on a Master Agreement and Baseball Field Design Plan.

Public Works Director A.J. Engelmeyer noted that the School District had put out a bid for the design-build project, and a kick-off meeting was planned for the coming weeks. He indicated that he was working with the Board and that any agreement would come before the Council and the District at every step.

Mayor Sharon Mahoney opened public comment.

Speakers included:

Joe Wischmeier  
Larry Dalton

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

**XIII. ADJOURNMENT**

There being no further business, Mayor Sharon Mahoney adjourned the meeting at 9:31 p.m.



# Council Communication

**To:** Mayor and Village Council  
**From:** Peter Frezza, Environmental Resources Manager  
**Date:** April 8, 2025  
**SUBJECT:** **Resolution Approving a Change Order to the Construction Agreement with Native Construction for the Green Turtle Hammock Preserve Pavilion Project TAB 6**

## **Background:**

On March 4, 2024, Islamorada, Village of Islands (the "Village"), entered into an Agreement for the construction of the Green Turtle Hammock Nature Preserve Scenic Overlook Pavilion Project (the 'Project') as authorized by the Village Council's adoption of Resolution 24-02-11.

Article 9 "Changes to Scope of Work and Additional Work" of the Agreement allows for changes, modifications and additions to the construction work. Section 9.01 provides: "9.01 The Village may request changes that would increase, decrease or otherwise modify the Scope of Services to be provided under this Agreement described in Article 2 of this Agreement. Such changes or additional services must be in accordance with the provisions of the Code of Ordinances of the VILLAGE and must be contained in a written amendment, executed by the parties hereto, with the same formality and with equality and dignity prior to any deviation from the terms of this Agreement, including the initiation of any additional or extra work..."

On March 5, 2025, the Contractor, Native Construction Contracting Inc. ("Native") presented Village staff with a Change Order, attached as Exhibit "A" for a cost of \$16,285 for modifications and additional work which was needed to ensure building compliance with the Americans with Disabilities Act ("ADA").

## **Analysis:**

The Scope of Work for Change Order #1 includes: Pavilion ramp railing modifications to allow ADA clearance, addition of handrails to the dock sidewalk ramp and additional concrete needed for the dock sidewalk to meet ADA slope compliance. An explanation of why these changes were necessary was provided by the Engineer of Record and attached hereto as Exhibit "B". Therefore, the Village and Native have agreed to execute this change order to complete the job in acceptance of the building code and the Americans with Disabilities Act.

## **Budget Impact:**

The changes to the Construction Agreement proposed in Change Order No. 1 would result in an increase of \$16,285.00. The Construction Agreement has a not to exceed cost of \$1,710,45. If Change Order #1 is approved the total cost of the Project would increase by \$16,285.00 for a total cost of \$1,726,710. Village staff have identified the Parks and



Recreation Impact Fees as an appropriate funding source for this service and the capital project construction costs pursuant to Sections 30-361 & 30-362 of the Village's Code of Ordinances and Village Comprehensive Plan Policy 9-1.1.1 which direct the financing of public facilities through the use of impact fees collected for new development.

Costs of the GTH improvement projects are being accounted for in the Capital Projects Fund. Transfers of Parks and Recreation Impact Fees accounted for in the Impact Fee Fund are made to the Capital Projects Fund as needed. The fiscal year 2024-2025 Capital Project Fund Budget includes \$926,608 for the Green Turtle Hammock Improvements. Another revenue source for this project is Local Government Discretionary Sales Surtax, which is the primary revenue source for the Capital Project Fund. The project is also being partially funded through a grant from the Florida Department of Environmental Protection through the Florida Recreation Development Assistance Program.

**Staff Impact:**

Village Staff would coordinate all activities under this Change Order. The change order does not increase staff time needed on this project.

**Recommendation:**

Staff recommends that the Village Council pass and adopt the proposed resolution, thereby authorizing Change Order No. 1 to the Agreement with Native.

- Attachments:**
1. Resolution\_Change order #1\_Native-GTH Pavilion\_040825 RVCM
  2. Exhibit A\_Change Order - Railings & Concrete Sidewalk
  3. Exhibit B\_EOR Change Order Narratives\_Green Turtle Hammock

**RESOLUTION NO. 25-**

**A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING CHANGE ORDER NO. 1 TO THE AGREEMENT BETWEEN ISLAMORADA, VILLAGE OF ISLANDS AND NATIVE CONSTRUCTION CONTRACTING, INC. RELATED TO THE GREEN TURTLE HAMMOCK PRESERVE PAVILION PROJECT; AUTHORIZING THE VILLAGE OFFICIALS TO IMPLEMENT THE TERMS AND CONDITIONS OF CHANGE ORDER NO. 1; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS AND PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, on March 4, 2024, Islamorada, Village of Islands (the "Village"), entered into an Agreement with Native Construction Contracting Inc. (the "Contractor") to construct a new pavilion, parking area, and associated sidewalks at the Village's Green Turtle Hammock Nature Preserve; and

**WHEREAS**, Article 9 "Change to Scope of Work and Additional Work" of the Agreement provides for changes, modifications, and additions to the Agreement; and

**WHEREAS**, on March 5, 2025, the Contractor presented Village staff with a quote for Change Order #1 for modifications and additional work which was needed to ensure building compliance with the Americans with Disabilities Act during project construction; and

**WHEREAS**, Change Order No. 1 provides for changes to Scope of Services to reflect the additional work and to adjust the Agreement cost; and

**WHEREAS**, the Village Council finds that approval of Change Order No. 1 to the Agreement between the Village and the Contractor 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 Change Order.** The Village Council of Islamorada, Village of Islands, hereby approves Change Order No. 1 between the Village and the Contractor, a copy of which is 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. Authorization of Village Officials.** The Village Manager or designee and the Village Attorney are authorized to take all necessary and expedient action to implement the terms and conditions of Change Order No. 1.

**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 Change Order No. 1.

**Section 5. Execution of Change Order.** The Village Manager is authorized to execute Change Order No. 1 on behalf of the Village, to execute any required agreements and/or documents to implement the terms and conditions of Change Order No. 1 and to authorize any further acts necessary to implement the terms thereof, subject to approval as to form and legality by the Village Attorney.

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

Motion to adopt by \_\_\_\_\_, seconded by \_\_\_\_\_.

**FINAL VOTE AT ADOPTION**

**VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS**

Mayor 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"

### Change Order

---

**Project:**

**Green Turtle Hammock Pavilion**  
81224 Overseas Hwy  
Islamorada, FL 33036

**Contract Date:**

**March 8, 2024**

**Change Order No:**

**1**

**Change Order Date:**

**March 5, 2025**

**Owners:**

**Islamorada, Village of Islands**  
86800 Overseas Hwy  
Islamorada, FL 33036

---

*The above referenced Contract is hereby Changed and Amended as follows:  
All other terms and conditions of the original contract remain unchanged and in effect.*

|                                                            |           |                  |
|------------------------------------------------------------|-----------|------------------|
| Pavilion ramp railing modifications to allow ADA clearance | \$        | 4,780.00         |
| Dock sidewalk ramp handrail (No pickets)                   | \$        | 6,450.00         |
| Dock sidewalk concrete increased 60' in length             | \$        | 5,055.00         |
| <b>Total Change Order</b>                                  | <b>\$</b> | <b>16,285.00</b> |

---

Original Contract Amount:

Net changes by previous Change Orders:

1,704,565

Contract Amount prior to this Change Order:

1,710,425

Amount of this Change Order:

16,285

The new Contract Amount, including this Change Order is:

**\$ 1,726,710**

---

*NOTE: This Change Order does not include adjustments to the Contract Amount or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive or other Directives from the Owner until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive or other Directives from the Owner.*

---

Builder / Contractor

Owner

**NATIVE Construction Contracting Inc.**



## Exhibit "B"

**From:** Kyle Bechtelheimer (P.E.) <kbechtelheimer@cphcorp.com>  
**Sent:** Thursday, March 6, 2025 9:44 AM  
**To:** Peter Frezza  
**Subject:** Green Turtle Hammock - Change Order Narratives  
**Attachments:** [Hand Rail Modifications - Toledo.pdf](#); [Change Order - Railings & Concrete Sidewalk.pdf](#)

### This Message Is From an External Sender

This message came from outside your organization.

Report Suspicious

Good morning, Pete.

I have reviewed the two proposed change orders and believe both are well priced for the materials and installation costs associated with the work.

Please see my below breakdown of the causes of the change orders and our process to remedy.

#### 1. Ramp Handrail Modification

- a. The ADA Ramp was designed with a railing to accommodate ADA travel. During design, CPH assumed a standard hand railing size. As part of the shop drawing review of the railings, everything appeared to comply with ADA code. At that time, an interior dimension plan showing the clear path and anchoring to the ADA ramp was not provided by the railing manufacturer. The contractor brought up the issue prior to finalizing the handrailing order and supplied updated shop drawings. The minimum width of handrailing the manufacturer was able to provide was wider by a few inches than our original assumptions, which caused the need to make minor adjustments to ensure ADA compliant clear path was achieved. Working with the contractor and railing manufacturer, it was determined the most cost effective option would be to change the way the railings are anchored to get the extra few inches. This new anchor requires base plates on the railings, which equates to the additional material costs of the change order.
- b. We believe this is the most cost effective option to meet the design parameters and agree the additional materials was not in the base bid of the contract.

#### 2. ADA Sidewalk to Kayak Launch

- a. The intent during design phase of the project was to accommodate ADA accessibility for the Kayak Launch as well as to the Pavilion. ADA accessible sidewalk was provided to the building from the parking lot, and it was assumed ADA accessibility to the kayak launch would be via the driveway down to the launch. This was discussed with the Village and approved during the building permitting process. As part of the building departments inspections during construction, it was determined that a fully ADA accessible route should be present from the parking lot to kayak launch area. Due to raising the building to accommodate new FEMA base flood elevations, the only way to feasibly achieve this is to modify the sidewalk design to include an ADA ramp with hand railings. This also would require minor regrading to accommodate the new slopes of the ramp. The proposed change order include the additional materials and labor to make these field revisions based on the building departments determination on ADA accessibility.

- b. CPH agrees with the changes and believes it is the best option to move forward with to ensure the entire site meets ADA accessibility codes.

If you need any additional information or have any questions, please let me know.

Thank you,

**Kyle Bechtelheimer, P.E.**

**MUNICIPAL MARKET DIRECTOR – SOUTH  
FLORIDA**

[kbechtelheimer@cphcorp.com](mailto:kbechtelheimer@cphcorp.com)

o 305.274.4805 (Ext.3610) c 352.279.2534



**BUILDING STRONGER COMMUNITIES  
TOGETHER**





# Council Communication

**To:** Mayor and Village Council  
**From:** A.J. Engelmeyer, Public Works Director, Lisa Lynch, Finance Director  
**Date:** April 8, 2025  
**SUBJECT:** **Resolution Approving a Refund to Cheeca Lodge for the Overcharge of Wastewater Flow from 2021-2024 TAB 7**

## **Background:**

In 2008 and 2011, the Village imposed special assessments related to wastewater planning and system expansion. Cheeca filed appeals against both assessments, challenging their validity pursuant to Section 8, Resolution No. 08-09/65 Section 8 (b) "An Owner of Improved Property shall be afforded the opportunity to apply for an adjustment to the wastewater planning services Assessments by the methods described herein". Additionally, the Village initiated a bond validation proceeding to confirm the lawfulness of revenue bonds secured by the 2011 assessment.

On April 26, 2012, the Village Council adopted Resolution No. 12-04-27, approving a Settlement and Tolling Agreement. Under this agreement, Cheeca agreed to settle the 2011 appeal, withdraw opposition to the bond validation proceeding, and dismiss their right to refile the 2008 litigation. The terms of this agreement specified that Cheeca would only be responsible for EDU-based wastewater fees and not for wastewater flow charges.

## **Analysis:**

Cheeca Lodge Resort Hotel Condominium Association, Inc. ("Cheeca") contacted the Village in July 2024 regarding wastewater flow charges that had been applied to their account. Per previous agreements, Cheeca should not have been billed for wastewater flow, as they operate an on-site wastewater treatment plant for water reuse. They should only be billed for Equivalent Dwelling Units (EDUs). Upon notification, the Florida Keys Aqueduct Authority (FKAA) was contacted to remove these charges moving forward. However, an internal investigation did not yield a definitive explanation for how or why these charges were reinstated on Cheeca's account. The charges date back to June 2021.

Given the terms of the 2012 settlement, Cheeca should not have been charged for wastewater flow from June 2021 to July 2024. The erroneous billing resulted in overcharges that require reconciliation. The Village Council is requested to review and approve the backpayment to Cheeca Lodge to rectify this issue.

## **Budget Impact:**

The refund of \$554,434.74 was budgeted in the Wastewater Fund for FY24-25.

## **Staff Impact:**

No impact to staff.

**Recommendation:**

Approve the refund to Cheeca Lodge in the amount of \$554,434.74.

- Attachments:**
1. Resolution - Refund of Overpayment of Wastewater Flow Charges to Cheeca Lodge
  2. Exhibit A

**RESOLUTION NO. 25-\_\_\_\_\_**

**A RESOLUTION OF THE VILLAGE COUNCIL OF  
ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA;  
APPROVING THE REFUND OF OVERCHARGED  
WASTEWATER FLOW CHARGES FOR CHEECA LODGE;  
AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, Cheeca Lodge notified the Village that it was overcharged wastewater flow charges for the property located at 81801 Overseas Highway, Islamorada, FL 33036 (“Subject Property”) from June, 2021 to and including July, 2024, which were paid in the amount of \$554,434.74 (“Excess Amount”);

**WHEREAS**, the Village has reviewed the invoices and proof of payment of the Excess Amount related to the Subject Property; and

**WHEREAS**, the Village has determined that the Excess Amount was overcharged and finds it in the best interest of the Village to refund the Excess Amount.

**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 Agreement; Execution.**

The Village hereby approves the Agreement to refund the Excess Amount in the form attached hereto as “Exhibit A.” The Village Manager is hereby authorized to execute the Agreement, and the Village Clerk is hereby authorized to attest to and seal the Agreement, with such changes as may be approved by the Village Attorney.

**Section 3. Effective Date.** This Resolution shall be effective upon adoption.



\_\_\_\_\_  
SHARON MAHONEY, MAYOR

ATTEST:

\_\_\_\_\_  
VILLAGE CLERK

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

\_\_\_\_\_  
VILLAGE ATTORNEY

Motion to adopt by \_\_\_\_\_ seconded by \_\_\_\_\_.

FINAL VOTE AT ADOPTION

VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS:

|                           |       |
|---------------------------|-------|
| Mayor Sharon Mahoney      | _____ |
| Vice Mayor Don Horton     | _____ |
| Councilwoman Deb Gillis   | _____ |
| Councilman Steve Freidman | _____ |
| Councilman TBD            | _____ |

## **EXHIBIT A**

### **AGREEMENT AND GENERAL RELEASE**

This Agreement and General Release (“Agreement”) is entered into March \_\_, 2025, by and between Cheeca Lodge Resort Master Association, Inc d/b/a Cheeca Lodge & Spa (“Cheeca Lodge”) and the Village of Islamorada (“Village”), a Florida municipal corporation (Cheeca Lodge and Village collectively referred to as the “Parties”).

#### **Recitals**

**WHEREAS**, Cheeca Lodge notified the Village that it was overcharged wastewater flow charges for the property located at 81801 Overseas Highway, Islamorada, FL 33036 (“Subject Property”) from June, 2021 to and including July, 2024, which were paid in the amount of \$554,434.74 (“Excess Amount”); and

**WHEREAS**, the Village has reviewed the invoices and proof of payment of the Excess Amount related to the Subject Property; and

**WHEREAS**, the Parties agreed to resolve this matter; and

**NOW THEREFORE**, in consideration of their mutual promises contained herein, the Parties hereby agree as follows:

#### **Terms**

1. **Incorporation of Recitals.** The Parties hereby agree and acknowledge that the foregoing Recitals to this Agreement are true and correct and are hereby incorporated into and made a part of this Agreement as if fully set forth herein.

2. **Refund Payment.**

a. The Village shall pay Cheeca Lodge pursuant to Paragraph 3 below, the sum of Five Hundred Fifty-Four Thousand Four Hundred Thirty-Four Dollars and 74/100 Dollars (\$554,434.74) as a full and complete refund of the Excess Amount of wastewater flow charges for the Subject Property (“Refund Amount”).

b. The Refund Amount should be made payable to: Cheeca Lodge Resort Master Association, Inc.

3. **Closing of Refund.**

a. Within thirty (30) days of the execution of this Agreement by the Parties, the Village shall deliver the Refund Amount to Cheeca Lodge at the Subject Property.

b. Within three (3) business day of the clearance of the Refund Amount, Cheeca Lodge shall inform the Village in writing that the Refund Amount has cleared.

c. The Excess Payment shall be considered closed upon the clearance of the Refund Amount.

4. **Complete Release.** Cheeca Lodge hereby voluntarily releases, waives, and forever discharges any and all claims, rights, demands, actions, or causes of actions, of any kind with respect to overcharge of wastewater flow charges from June 2021 through and including July 2024.

5. **Adequate Consideration.** Cheeca Lodge agrees that the consideration as set forth in paragraph 2 above constitutes adequate and ample consideration for the rights and claims Cheeca Lodge is waiving and/or forfeiting under this Agreement.

6. **No Lawsuits or Claims by Third Parties.** Cheeca Lodge waives the rights and claims set forth above and agrees not to institute, or have instituted by anyone, a lawsuit against the Village based on any such claims or rights to additional refunds based on the Excess Amount paid.

7. **Effective Date.** This Agreement will become effective upon the execution of this Agreement by Deddy and the Village.

8. **Public Record.** Cheeca Lodge understands and agrees that under the Florida Public Records Law, Chapter 119, Florida Statutes, the Village is required to, and shall upon request by any third party, disclose the terms of this Agreement, and the Village shall comply with all federal, state, and local laws requiring disclosure of public records.

9. **Governing Law and Interpretation.** This Agreement shall be governed and construed in accordance with the laws of the State of Florida. If any provision of this Agreement is declared illegal or unenforceable by any court of competent jurisdiction, and if it cannot be modified to be enforceable, such provision shall immediately become null and void, leaving the remainder of this Agreement in full force and effect. Venue for any litigation arising from this Agreement will be in Monroe County, Florida.

10. **Entire Agreement.** This Agreement sets forth the entire agreement between the Parties and shall supersede any and all prior agreements, understandings, whether written or oral, between the Parties, except as specified in this Agreement. The Parties acknowledge that they have not relied on any representations, promises, or agreements of any kind made to them in connection with their decision to sign this Agreement except for those set forth in this Agreement.

11. **Amendment.** This Agreement may not be amended except by written agreement signed by all Parties.

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

13. **Acknowledgement.** The Parties acknowledge that they have carefully read and understand this Agreement consisting of four (4) pages and agree that they have not made any representations other than those contained herein. Cheeca Lodge also acknowledges that she enters into this Agreement voluntarily, without any pressure or coercion and with full knowledge of its significance, and this Agreement constitutes a full and absolute refund and bar as to any and all claims relating to the Excess Amount on the Subject Property, that Cheeca Lodge had, have, or may have against the Village.

IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Agreement as of the date set forth below.

[SIGNATURE PAGE FOLLOWS]

**CHEECA LODGE & SPA**

**VILLAGE OF ISLAMORADA**

BY: \_\_\_\_\_

BY: \_\_\_\_\_

PRINT: \_\_\_\_\_

PRINT: \_\_\_\_\_

TITLE: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

DATED: \_\_\_\_\_

ATTEST:

BY: \_\_\_\_\_

VILLAGE CLERK

DATE: \_\_\_\_\_

Approved as to Form, and Legal Sufficiency:

BY: \_\_\_\_\_

VILLAGE ATTORNEY

DATE: \_\_\_\_\_



# Council Communication

**To:** Mayor and Village Council  
**From:** A.J. Engelmeyer, Public Works Director  
**Date:** April 8, 2025  
**SUBJECT:** **Approving & Ratifying FY 24-25 Purchases from Ferguson Waterworks for Wastewater Department TAB 8**

## **Background:**

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

Ferguson Waterworks ("Ferguson") is a primary vendor that the Wastewater Department utilizes to purchase pipes and piping supplies, such as couplings, vent covers and backflow preventers, for the Village's wastewater collection and transmission system, specifically for the vacuum main, force main and gravity lines.

At its meeting on September 10, 2024, the Village Council adopted Resolution No. 24-09-92 approving FY 2024-2025 expenditures from Ferguson for a not-to-exceed amount of \$45,000.00.

## **Analysis:**

From the beginning of Fiscal Year 2024-2025, through April 2025, the Village has made \$49,271.41 in purchases from Ferguson.

The Wastewater Department estimates that an additional \$20,000.00 in parts from Ferguson may be needed through the end of the fiscal year, and staff seeks Village Council approval of the additional purchase authorization amount, if needed. Ferguson is considered a sole source vendor for these types of parts and supplies because it is the only distributor in the region. They are consistently able to provide parts and supplies needed with a fast delivery time.

The attached Resolution would ratify the purchases incurred through April 2025, in the amount of \$49,271.41 and would authorize \$20,000.00 in additional purchases from Ferguson through the remainder of FY 2024-2025.



**Budget Impact:**

The Village's FY 2024-2025 approved budget for the Wastewater Enterprise Fund includes \$500,000.00 for Operating Supplies, \$645,000.00 for Repair and Maintenance expenses, and \$915,000.00 for Infrastructure for Capital Outlay. Purchases from Ferguson Waterworks would be coded to these accounts as appropriate but primarily to the Operating Supplies account.

**Staff Impact:**

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

**Recommendation:**

Staff recommends approval and adoption of the attached Resolution thereby authorizing and ratifying the purchase of wastewater parts and supplies from Ferguson.

**Attachments:** 1. Resolution

## **RESOLUTION NO. 25-**

### **A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, RATIFYING PURCHASES FROM FERGUSON WATERWORKS FROM THE BEGINNING OF FY 2024-2025 THROUGH APRIL 2025; AUTHORIZING ADDITIONAL PURCHASES THROUGH THE END OF FY 2024-2025; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; APPROVING A WAIVER OF COMPETITIVE BIDDING; AND PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, as part of development and maintenance of its central wastewater collection and transmission system, Islamorada, Village of Islands (the "Village"), purchases pipes and piping supplies, such as couplings, vent covers and back flow preventers, from Ferguson Waterworks ("Ferguson"); and

**WHEREAS**, on September 10, 2024, the Village Council adopted Resolution No. 24-09-92 approving FY 2024-2025 expenditures from Ferguson for a not-to-exceed amount of \$45,000.00.; and

**WHEREAS**, the Village has spent \$49,271.41 on parts purchases from Ferguson from the beginning of FY 2024-2025 through April 2025; and

**WHEREAS**, the Village estimates it will need to purchase an additional \$20,000.00 in parts and supplies from Ferguson through the remainder of FY 2024-2025, which ends on September 30, 2025; and

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

**WHEREAS**, the Village Council of Islamorada, Village of Islands (the "Village Council") finds

that ratification of purchases in the amount of \$49,271.41 from Ferguson and approval of an additional \$20,000.00 in purchases from Ferguson through fiscal year ending September 30, 2025, and waiver of competitive bidding for the purchases are in the best interest of the Village.

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

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

**Section 2. Approval of Expenses.** The Village Council hereby approves and ratifies the following: 1) purchase of parts from the beginning of FY 2024-2025 through April 2025, in the amount of Forty Nine Thousand, Two Hundred and Seventy One and 41/100 Dollars (\$49,271.41); 2) an additional Twenty Thousand and no/100 Dollars (\$20,000.00) in purchases of parts and other supplies from Ferguson through September 30, 2025.

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

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

**Section 5. Waiver of Competitive Bidding.** In accordance with Section 2-328(1) and (3) of the Village Code, the Village Council waives the competitive bidding provisions of the Village

Code for these purchases.

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

Motion to adopt by \_\_\_\_\_, second by \_\_\_\_\_.

**FINAL VOTE AT ADOPTION**

**VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS**

Mayor 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



# Council Communication

**To:** Mayor and Village Council  
**From:** Jamie Terry, Human Resources Director  
**Date:** April 8, 2025  
**SUBJECT:** **Resolution Ratifying a Proposed Collective Bargaining Agreement between the Village and IAFF Local 4374 TAB 9**

## **Background:**

The Village management team and the Union bargaining team reached tentative agreement on an initial Collective Bargaining Agreement on June 24, 2015. On July 9, 2015, the Union membership voted upon and ratified the initial Collective Bargaining Agreement ("CBA") by majority vote of the votes cast by the Union members. On July 30, 2015, the Village Council of Islamorada, Village of Islands (the "Village Council"), adopted Resolution 15-07-70, thereby ratifying the initial CBA with the union for a three (3) year term beginning October 1, 2015.

The current CBA expired on September 30, 2024. In June 2024, the Village negotiating team began negotiations with the Union bargaining team on the parameters for a new CBA to take effect on October 1, 2024. The Village negotiation team and the Union bargaining team reached a tentative agreement on a new Collective Bargaining Agreement (the "Agreement") on March 25, 2025. On March 28, 2025, the Union membership voted upon and ratified the proposed Collective Bargaining Agreement (the "Agreement") by votes cast by the Union members. In accordance with Section 447.309, Florida Statutes and Chapter 60CC-4 of the Florida Administrative Code, the Village Council is required to ratify the proposed Agreement by a majority vote.

## **Analysis:**

The proposed Agreement is for a three (3) year term, beginning October 1, 2024, through September 30, 2027. The following is an analysis of the key economic provisions of the Agreement:

### **Article 10 - Base Salaries**

An annual increase to base wages/salaries for full-time bargaining unit members is as follows (paid retroactively to October 1, 2024):

- Effective October 1, 2024, members will have their base wages/salaries increased by twelve percent (12%), excluding incentive pay and longevity pay.
- Effective October 1, 2025, members will have their base wages/salaries increased by ten percent (10%), excluding incentive pay and longevity pay.
- Effective October 1, 2026, members will have their base wages/salaries increased by six percent (6%), excluding incentive pay and longevity pay.

### **Article 15 - Vacations, Holidays & Personal Days**

The calculations of holiday pay and compensation time have been revised as set forth in this Article. Shift bargaining unit members who work at least sixteen hours on a Village observed holiday shall receive 24 hours of holiday pay in addition to their regular shift pay. Holiday comp time has been eliminated. The granting of the Personal Day has been codified in this Article.

### **Article 16 - Promotion**

The following additional steps have been proposed within the ranks with advancement based on successful performance rating along with a corresponding monetary incentive:

- Paramedics: Paramedic IV - (minimum 2 full years of experience as a Paramedic III). The promotion to Paramedic IV will be accompanied by a 2.5% raise and is subject to a performance rating approval.
- Lieutenant: Lieutenant IV - (minimum 2 full years of experience as a Lieutenant III). The promotion to Lieutenant IV will be accompanied by a 5% raise and is subject to a performance rating approval.
- Captain: Captain IV - (minimum 2 years of experience as a Captain III). The promotion to Captain IV will be accompanied by a 5% raise and is subject to a performance rating approval.

### **Article 29 - Medical Insurance**

For the term of the contract, the Village shall pay 100% of the cost of providing group health insurance benefits for the individual bargaining unit members. For the term of the contract, the Village will offer group health insurance benefits for eligible dependents and contribute the following towards payment of dependent coverage:

- Employee + Spouse (93.5%)
- Employee + Children (97.1%)
- Family (90.7%)

### **Budget Impact:**

Due to corrected discrepancies in the FY 24-25 budget for the Fire Department, the Year 1 wage increase has no impact on the current budget. The Year 2 wage increase is approximately \$531,000 which will be included in the FY 25-26 budget.

### **Staff Impact:**

Adoption of the proposed Resolution and approval of the new collective bargaining agreement is anticipated to have positive impact on employee staffing and retention as set forth therein. No other direct impact on existing staffing is anticipated.

### **Recommendation:**

It is recommended that the Village Council consider and adopt the proposed Resolution, thereby ratifying the new Collective Bargaining Agreement between the Village and the Union for a three-year term.



- Attachments:**
1. Resolution-CBA-Ratification-IAFF
  2. Revised IAFF CBA 2024-2027

## **RESOLUTION NO. 25-XX-XX**

### **A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, RATIFYING THE COLLECTIVE BARGAINING AGREEMENT BETWEEN ISLAMORADA, VILLAGE OF ISLANDS AND THE ISLAMORADA PROFESSIONAL FIREFIGHTERS, INTERNATIONAL ASSOCIATION OF FIREFIGHTERS LOCAL 4374; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE AGREEMENT ON BEHALF OF THE VILLAGE; AND PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, August 10, 2021, Islamorada, Village of Islands (the "Village") and the Islamorada Professional Firefighters, International Association of Firefighters Local 4374 (the "Union") reached a tentative agreement on a successor Collective Bargaining Agreement (the "CBA") which was ultimately ratified by the Union on August 25, 2021; and

**WHEREAS**, the Village Council of Islamorada, Village of Islands subsequently ratified the CBA on September 30, 2021, through the adoption of Resolution 21-09-99, thereby approving the CBA for a three-year term beginning October 1, 2021, through September 30, 2024; and

**WHEREAS**, in June 2024, the Village Manager and Village Attorney began negotiations with the Union Board on the parameters for a new collective bargaining agreement to take effect on October 1, 2024; and

**WHEREAS**, on March 25, 2025, the Village and the Union reached a tentative agreement on the terms of a new 3-year Collective Bargaining Agreement (the "Agreement") for the term commencing October 1, 2024, through September 30, 2027; and

**WHEREAS**, on March 28, 2025, the Union membership voted upon and ratified the proposed Agreement by majority vote of the votes cast by the Union members; and

**WHEREAS**, in accordance with Section 447.309, Florida Statutes and Chapter 60CC-4 of the Florida Administrative Code, the Village Council is required to ratify the proposed Agreement by a majority vote.

**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. Ratification of Collective Bargaining Agreement.** The Village Council hereby approves and ratifies the Collective Bargaining Agreement (the "Agreement") between the Village and the Union for the term commencing October 1, 2024, through September 30, 2027, a copy of which is attached hereto as Exhibit "A."

**Section 3. Execution of Agreement.** The Village Manager is authorized to execute the Agreement on behalf of the Village, and to take all necessary and expedient action to otherwise effectuate the intent of this Resolution.

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

Motion to adopt by \_\_\_\_\_, seconded by \_\_\_\_\_.

**[THIS SECTION LEFT INTENTIONALLY BLANK]**

**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 8TH DAY OF APRIL, 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

# COLLECTIVE BARGAINING AGREEMENT

Between  
ISLAMORADA, VILLAGE OF ISLANDS



And  
ISLAMORADA PROFESSIONAL FIREFIGHTERS  
LOCAL 4374, IAFF



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## **AGREEMENT**

This Agreement is entered into by and between Islamorada, Village of Islands (hereinafter referred to as the "Village" or "Employer"), and the Islamorada Professional Firefighters, Local 4374, of the International Association of Firefighters (hereinafter referred to as the "Union").

## **PURPOSE AND INTENT**

It is the general purpose of this Agreement to provide for rates of pay, wages, hours, and other terms and conditions of employment; to provide an orderly, prompt, and harmonious procedure for resolving differences and misunderstandings between the Village and the Union; and to prevent the interruption of work and interference with the efficient operation of the Village.

## ARTICLE 1 - RECOGNITION

1.1 The Village hereby recognizes the IAFF Local 4374 ("Union") as the exclusive bargaining agent for its state-certified employees of the Islamorada Fire Rescue Department ("Fire Department") as acknowledged by the Florida Public Employees Relations Commission (PERC):

a. Certification No. 1622

Included: All full-time employees of the Village Fire Department in the classification of Paramedic Firefighter, EMT Firefighter, Fire Rescue Lieutenant, Fire Inspector, Training Officer, Logistics Officer, and Fire Rescue Captain.

Excluded: Fire Chief, Assistant Fire Chief and all other employees of the Village.

## ARTICLE 2 - DEDUCTION OF DUES

2.1 **Checkoff.** Any Union member, who has submitted a properly executed dues authorization card or statement to the Village Manager or designee according to a format prescribed or approved by the Village may, by request in writing, have Union membership dues deducted from wages. Dues shall be deducted each pay period and remitted to the Union within fifteen (15) days thereafter. It is the responsibility of the Union to notify the Village Manager or designee of any change in the amount of dues to be deducted at least 60 days in advance of such change. Any Union member may, upon 30 days' written notice to the Union and the Village, withdraw from membership in the Union, and the Village shall cease deducting dues from wages. Under no circumstances shall the Village be required to deduct Union initiation fees, fines, penalties, or assessments from the wages of any member.

2.2 **Indemnification.** The Village shall have no responsibility or any liability for any funds that are transmitted to the Union through payroll deduction. Furthermore, the Union agrees to indemnify and hold the Village harmless against any and all claims, suits, orders, or judgments instituted or issued against the Village arising out of or in connection with or based upon any act, error, or omission in the administration of the dues deduction system.

### **ARTICLE 3 - NON-DISCRIMINATION**

3.1 The Village and the Union agree not to interfere with the right of employees to become or not become members of the Union, and further, that there shall be no discrimination or coercion against any employee because of Union membership or non-membership or against any Union member for any legitimate Union activity as authorized and permitted in Chapter 447, Part II, Florida Statutes.

## **ARTICLE 4 - UNION BUSINESS**

4.1 The Village shall allow Union officials one hundred (100) hours paid time off during each fiscal year, or pro-rata apportioned if a collective bargaining agreement covers less than a fiscal year, to conduct Union business. This time pool may not be used for litigation, court appearances, PERC hearings, arbitrations, pre-disciplinary hearings, or any other proceeding against the Village. Paid time off in this paragraph is subject to approval by the Fire Chief or designee in advance. The Fire Chief retains discretion to deny a request for paid time off if it will interfere or conflict with Fire Department operations.

4.2 The Union President and his or her designee may engage in representational activities while on duty, including, but not limited to, bulletin board posting, processing of grievances, negotiations, representation of bargaining unit members in disciplinary hearings so long as such activities do not interfere or conflict the Fire Department operations.

4.3 The Union negotiation team for collective bargaining agreement negotiations shall comprise no more than three (3) members. Individual names of the Union negotiation team shall be identified to the Village ten (10) days prior to the commencement of negotiations. Negotiation team members shall be granted time off, without loss of pay, while on duty, for attending scheduled negotiation meetings at dates and times mutually set by the Village and the Union. The parties shall make every reasonable effort in good faith to schedule negotiation meetings or sessions between the Village and the Union at dates and times that in their respective judgments will not likely incur additional overtime to the Fire Department. Employees shall not be paid for time spent in negotiations on off-duty days.

4.4 Upon advance notice to the Fire Chief or designee, the Union President, or Vice President in his or her absence, shall attend Village Council meetings (regular, special, or budget) where there is an agenda item that directly affects the Fire Department or the welfare of the bargaining unit members, including while on duty; provided, however, that the Union President, or Vice President in his absence, is available to respond to emergency calls.

4.5 The Union may schedule Union meetings during duty hours one time per month for no more than one (1) hour per meeting at an available Village facility, unless otherwise agreed to by the parties. This limitation does not apply to meetings for the purposes of ratification of a collective bargaining agreement.

## **ARTICLE 5 - UNION RIGHTS**

5.1 All bargaining unit members shall have the right to join the Union, to engage in lawful concerted activities for the purpose of collective bargaining negotiations, or other mutual aid or protection, to express or communicate to management, any view, grievance, complaint or opinion relating to conditions of compensation and to the betterment of bargaining unit members, free from restraint, coercion, discrimination or reprisal.

5.2 Nothing shall abridge the right of any duly authorized representative of the Union to present views on behalf of the Union on issues that affect the welfare of its members, subject to the reasonable rules and regulations of the Village.



## **ARTICLE 6 - BULLETIN BOARDS**

6.1 The Union shall be authorized to utilize a bulletin board or sufficient space on a bulletin board in a convenient, conspicuous location in each station or work area for the posting of notices of Union elections and results thereon, meeting dates, recreational and social events or activities, official Union business, and posting of the membership roster and charter. All other material to be posted on the bulletin board shall be subject to prior approval by the Fire Chief or designee. It shall be the responsibility of the Union to maintain its bulletin board or its apportioned space for its use with current information and in neat and presentable order.

6.2 All material posted shall be initialed by one of the officials of the Union and such material shall be removed by one of the Union officials.

## **ARTICLE 7 - PREVAILING RIGHTS**

7.1 It is agreed that benefits, rights and privileges enjoyed by bargaining unit members will remain in effect throughout the duration of this Agreement unless amended, altered, modified, repealed or rescinded by mutual written agreement.

## **ARTICLE 8 - MANAGEMENT RIGHTS**

8.1 It is recognized that, except as otherwise expressly stated in this Agreement, the Village has the exclusive right and authority to control, manage, operate and direct the affairs of the Village and the Fire Department in all its various aspects, including, but not limited to, the right to direct the working forces; to plan, direct, and control all the operations and services of the Fire Department; to determine or change the methods, means, organization, and number of personnel by which such operations and services are to be conducted; to assign and transfer employees; to schedule or reschedule the working hours; to hire and promote; to demote, suspend, discipline or discharge for just cause; or relieve employees due to lack of work or for other legitimate reason; to make, change, and enforce rules and regulations; to change or eliminate existing methods, equipment or facilities and introduce new or improved methods, equipment or facilities; to contract or subcontract for goods and services; and to determine the structure and organization of Village government including the right to supervise, manage, lead, expand, consolidate or merge any department, including the Fire Department, and to alter, combine, eliminate any division thereof, subject to the right, if any, of the Union to bargain or impact bargain consistent with Chapter 447, Florida Statutes.

8.2 The parties recognize that job descriptions do not always specifically describe every ancillary and incidental job duty. Therefore, bargaining unit members, at the discretion of the Village, may be required to perform duties not specifically identified within their job description, but within the realm of related duties.

8.3 Any right, power, privilege, or function of the Village not specifically relinquished, released or modified by the Village in this Agreement shall remain exclusively with the Village.

## ARTICLE 9 - STRIKES AND LOCKOUTS

9.1 **No Strikes.** There shall be no strikes, work stoppages, slowdowns, boycotts, job action, failure to report to duty, or concerted failure or refusal to perform assigned work by the employees covered under this Agreement or by the Union either during the term of this Agreement or after the expiration of this Agreement.

9.2 Any employee who participates or engages in or promotes, instigates, sponsors, or condones any of the activities described in paragraph 9.1 may be discharged or otherwise disciplined by the Village. Discharge and discipline of any employee can extend to deliberate and concerted course of conduct that adversely affects the services of the Village, picketing or demonstrating in furtherance of a work stoppage, a sympathy strike, slowdown or sickout.

9.3 It is recognized by the parties that activities enumerated in paragraphs 9.1 and 9.2 above are contrary to the ideals of professionalism and to the Fire Department's responsibilities to the community and thus, any violation of this Article shall give rise to irreparable damage to the Village and the public at large. It is therefore understood and agreed that if this Article is violated, the Village is entitled to seek and obtain legal and/or equitable relief, including injunctive relief, in any court of competent jurisdiction.

9.4 For the purpose of this Article, the Union shall be responsible and liable for any Union authorized act committed by its officers, agents, and/or representatives, if such an act constitutes a violation of the provisions herein. In addition to all other rights and remedies available to the Village if there is a breach of the provisions herein, the Village shall have the right to cease dues deduction and withdraw recognition from the Union subject to notice and opportunity for the Union to demonstrate that the act was not authorized by the Union.

9.5 **No Lockout.** The Village will not lock out any employees during the term of this Agreement or after the expiration of this Agreement as a result of a labor dispute with the Union.

## **ARTICLE 10 - WAGES**

### *10.1 Wages/Salaries*

(a) Effective October 1, 2024, bargaining unit members covered under this Agreement will have their base wages/salaries increased by twelve percent (12%), excluding incentive pay and longevity pay.

(b) Effective October 1, 2025, bargaining unit members covered under this Agreement will have their base wages/salaries increased by ten percent (10%), excluding incentive pay and longevity pay.

(c) Effective October 1, 2026, bargaining unit members covered under this Agreement will have their base wages/salaries increased by six percent (6%), excluding incentive pay and longevity pay.

(d) If other Village employees not covered by this Agreement (excluding management and employees whose salaries are at or near the minimum salary of Range 1 through 5) receive a higher percentage wage/salary increase in any of the years during the duration of this Agreement, then bargaining unit members will receive the same percentage increase as other Village employees not covered by this Agreement (excluding management and employees whose salaries are at or near the minimum salary of Range 1 through 5). The provisions of this Article do not apply to individual salary or wage increase which are individual cases that are exclusively based on factors such as a change in job status, change in job duties or alignment with job duties, a change in department, increased job duties or job responsibilities, a change from part-time to full-time employment, a change in job title or promotion and such other similar factors that relate specifically to the person/individual receiving the wage or salary increase. The Union reserves the right to request documentation relating to salary or wage increases that the Village maintains are administered on an individual basis.

10.2 Except for disciplinary reasons, no current bargaining unit member will have the member's base salary and current incentives (as long as the bargaining unit member meets the qualifications for incentive pay as set forth in Section 10.4) reduced the member's current rate during the term of this Agreement.

10.3 Effective October 1, 2014, the Village reinstituted tenth (10<sup>th</sup>) shift pay for overtime. During the term of this Agreement, the Village will continue to maintain and budget for the 10<sup>th</sup> shift overtime pay, subject to the provisions set forth in Article 12.

10.4 Incentive Pay. Full-time bargaining unit members covered by this Agreement may

earn additional annual incentive pay above and separate from base wages for earning and maintaining a maximum of six (6) of any of the following certifications, with the limitation of no more than two (2) additional certifications within each year:

- a) Certification as a Fire Safety Inspector I (Persons not permanently assigned to FirePrevention): \$2,000.00\*
- b) Arson Investigator Certification (limited to the five (5) existing certified arson investigators and through attrition, no more than three (3) arson investigators in the future): \$2,500.00\*
- c) Fire Officer One Certification (Non Fire Officers Only); \$1,800.00\*
- d) Fire Officer Two Certification: \$2,400.00\*
- e) Urban Search and Rescue Certification: \$2,400.00
- f) Pump Operator: \$2,400.00
- g) Instructor One: \$2,000.00\*
- h) Instructor Two: \$2,200.00\*
- i) Instructor Three: \$2,400.00\*
- j) Fire and Life Safety Instructor: \$2,000.00
- k) Hazmat Tech: \$2,400.00
- l) Safety officer (limited to one (1) officer): \$2,500.00
- m) Medical (ACLS/BLS/AED) Instructor (limited to two (2) instructors): \$2,500.00
- n) Fire Safety Inspector II: \$2,400.00\*
- o) Live Fire Training Instructor: \$2,400.00\*

\*Limited to current status

10.5 *Longevity Pay*. Effective October 1, 2018 and upon completion of seventh (7th) year of continuous full-time service, a bargaining unit member shall be entitled to receive additional longevity pay on a cumulative basis through the thirtieth (30th) year of continuous full-time service to be paid in a lump sum in the first pay period of December of the fiscal year after the bargaining unit member's anniversary date as follows:

|         |         |         |         |         |         |         |         |
|---------|---------|---------|---------|---------|---------|---------|---------|
|         |         | Year 7  | \$728   | Year 8  | \$832   | Year 9  | \$936   |
| Year 10 | \$1,040 | Year 11 | \$1,144 | Year 12 | \$1,248 | Year 13 | \$1,352 |
| Year 14 | \$1,456 | Year 15 | \$1,755 | Year 16 | \$1,872 | Year 17 | \$1,989 |
| Year 18 | \$2,106 | Year 19 | \$2,223 | Year 20 | \$2,600 | Year 21 | \$2,730 |
| Year 22 | \$2,860 | Year 23 | \$2,990 | Year 24 | \$3,120 | Year 25 | \$3,250 |
| Year 26 | \$3,380 | Year 27 | \$3,510 | Year 28 | \$3,640 | Year 29 | \$3,770 |
| Year 30 | \$3,900 |         |         |         |         |         |         |

The following formula represents the annual lump sum longevity payments:

7<sup>th</sup> through 14<sup>th</sup> year of continuous  
service

Total of \$4.00 for each of 26 pay periods and then multiplied by service  
years

15<sup>th</sup> through 19<sup>th</sup> year of continuous  
service

Total of \$4.50 for each of 26 pay periods and then multiplied by service  
years

20<sup>th</sup> through 30<sup>th</sup> year of continuous  
service

Total of \$5.00 for each of 26 pay periods and then multiplied by service

years

After thirty (30) years, no additional longevity pay.



## **ARTICLE 11 - DUTY HOURS**

11.1 Based on a normal work cycle of twenty-eight (28) days, the normal workweek for shift employees in the bargaining unit shall be an average of fifty-three (53) hours, based on a three platoon system of twenty-four (24) hours on duty and forty-eight (48) hours off duty. The normal workweek for the non-shift employee shall be forty (40) hours for each week. Hours in excess of the normal workweek described above shall be considered overtime and paid at a rate of 1.5 times the regular rate of pay. It is agreed and understood that a twenty-four (24) hour Kelly Day (day off) shall be used to implement and attain the average fifty-three (53) hour workweek, during a twenty-eight (28) day pay cycle. One (1) Kelly Day every three (3) months shall be paid in accordance with Article 15. No shift employee shall be entitled to more than one Kelly Day during a twenty-eight (28) day pay period. Nothing herein shall preclude a shift employee electing to work a periodic tenth (10th) shift during the year.

11.2 Assignment of Kelly Days shall be at the discretion of the Fire Chief or designee subject to the considerations of seniority as provided in Article 24. The Fire Chief or designee shall grant an employee's request to work a Kelly Day and be paid overtime for such work according to the provisions of Article 12 if applicable. When a Kelly Day slot becomes vacant for a specific classification or job assignment due to any cause or reason, a member will be allowed an opportunity to take that slot based on seniority, time in grade, in that classification or job assignment.

11.3 Schedules for non-shift employees working a forty-hour (40) workweek shall be the same as other general employees working a forty-hour (40) workweek, except in emergency situations, the Fire Chief or designee may readjust the duty hours. Light duty employees who are assigned to a forty-hour (40) workweek may not be permitted to work more than eight (8) hours each day.

11.4 Firefighters shall be allowed to perform physical fitness on duty so long as such exercise does not interfere with the performance of the firefighter's duties or operational needs or requirements of the Fire Department. The Fire Chief or designee has the sole discretion to determine whether such exercise on duty may interfere with job performance or Departmental operational needs or requirements. The Fire Chief may restrict or limit hours for exercise on duty if the Fire Chief determines that the nature and extent of such exercise interferes with job performance and operational needs or requirements.

11.5 The provisions of the Federal Fair Labor Standards Act ("FLSA") shall govern Village procedures set forth in this Article and Article 12 and any conflict between the FLSA, as amended from time to time, and Village procedures shall be resolved in favor of the FLSA, as amended from time to time. Village procedures shall comply or be revised to comply with amendments of the FLSA during the length of this Agreement.

11.6 A bargaining unit member will not be ordered to work a non-emergency mandatory detail

holdover unless given at least two (2) weeks' notice; provided, however, that the Fire Chief or designee has notice of the need for the detail at least two (2) weeks prior to the event. Sufficient notice to the bargaining unit members shall be provided via the scheduling app. If sufficient notice is not provided, then any bargaining unit member who picks up the detail or otherwise works the non-emergency mandatory detail holdover will be paid at overtime rates of pay for those hours worked.

## **ARTICLE 12 - OVERTIME**

12.1 Overtime hourly rate of pay is equal to 1.5 times the regular rate of pay, inclusive of items identified below. Overtime shall be paid for hours worked in excess of the work cycle as described in Section 12.2 and except as provided in Section 12.3. The regular rate of pay shall include the following components: Base salary, state incentive pay for firefighters and incentive pay as set forth in Article 10. The Village incentive pay provided for in Section 10.4 shall be paid in twenty six (26) equal installments (each pay period) and shall be included in the regular rate of pay. The state incentive pay, which is paid in the first pay period of each month, shall be included in the regular rate of pay. The hourly rate shall be computed by dividing the total of base salary by the total hours scheduled in a fiscal year. Excluded in the calculation of the regular rate of pay is the uniform allowance, any sick leave, compensation time or any overtime payout.

12.2 The work cycle for a shift employee shall be twenty-eight (28) days. There will be three(3) shiftseachonarotationorshiftoftwenty-four(24)continuousworkhours. Overtime shall be paid for hours worked in excess of the two hundred twelve (212) worked within a scheduled twenty eight (28) day work cycle, except as provided in Section 12.6. The work cycle for a non-shift forty (40) hour a week employee shall be seven (7) consecutive calendar days (Sunday through Saturday) consisting of forty (40) hours worked. Overtime shall be paid for hours worked in excess of forty (40) hours in one work cycle except as provided in Section 12.6.

12.3 Nothing herein shall require payment of overtime for an insubstantial amount of time worked in excess of the normal shift or work day. Fifteen (15) minutes or less shall be considered an insubstantial amount of time for purposes of this section. A member shall be paid overtime to the next highest one-quarter (1/4) hour for any time worked in excess of fifteen (15) minutes.

12.4 Hours considered worked for the purpose of calculating overtime are as follows:

- All hours performing principal job duties
- Jury duty
- Call back hours
- Time spent testifying in court on behalf of the Village
- Mandatory off-duty training, meetings or education for which the Village requires attendance

- Detail hours (Fire watch/EMS stand-by)
- On-duty labor negotiations as described in Article 4
- Hours spent teaching at the fire academy
- Paid Kelly Days taken during the fiscal year for shift members only

12.5 Hours considered not worked for the purpose of calculating overtime are as follows:

- Sick time
- Holidays
- Vacation leave for non-shift members and shift members
- Bereavement leave
- Compensation time used
- Family or medical leave without pay
- Shift exchanges
- Early relief time voluntarily taken by a bargaining unit member
- Suspension from duty as a result of disciplinary action
- Extra hours at the Fire Academy
- Kelly Days
- All other hours not listed in Section 12.4 above

12.6 When a member is ordered to work at a time other than the member's regularly scheduled work day either as a call back or holdover, the member shall receive the member's regular rate of pay for hours worked, unless otherwise eligible for overtime.

12.7 A bargaining unit member shall not be sent home prior to the end of a normal scheduled work day or shift for the purpose of avoiding payment of overtime. A member may be sent home prior to the end of work day or shift if the Village determines if necessary in the case of an emergency as in the example of a hurricane event for a member to have time to make personal hurricane preparations prior to being called back or be available for being called back for emergency duties.

12.8 Bargaining unit members are eligible for overtime, except if a member is in light duty status or performing light duties with medical restrictions. Overtime opportunities will not be given to a member in light duty status or performing light duties with medical restrictions.

12.9 In lieu of payment of overtime, a member shall request to accrue compensation time at the rate of 1.5 times the regular hourly rate for each hour of overtime worked. A member may accrue up to two hundred forty (240) hours of regular pay for one hundred sixty (160) hours of overtime worked. Any unused balance during the year of accrual shall be paid to the member at the conclusion of the fiscal year. Overtime pay shall be calculated at the rate of pay at the time the overtime is earned.

*12.10 Procedure for overtime opportunities.*

a. *Unplanned overtime opportunities.* When a shift bargaining unit member calls out sick for member's shift or calls out for other unanticipated legitimate reasons for member's shift, the overtime shift opportunity shall be first offered to on-duty personnel of the off- going shift. If no members from the off-going shift are available to take the available shift, then the overtime shift opportunity shall be offered as described in Section 12.10(b).

b. *Planned overtime opportunities.* The overtime shift opportunity shall be offered to personnel from the overtime roster based on the ranking on the overtime roster, which may be maintained in written or computer form and updated as necessary. Refusal of an overtime shift opportunity by an off-duty member listed on the overtime roster while on vacation or on a Kelly Day shall not be recorded. Minimum call back time for recording purposes is four (4) hours. The roster shall show the date of the call or notification and the response. If a member refuses the overtime shift opportunity, then the member shall be bypassed until the next complete cycle of the overtime roster. If no eligible full-time member accepts the overtime shift opportunity, then the available shift shall be offered to a qualified part-time personnel within the discretion of the Fire Chief or designee. All overtime opportunities will be sent out through the scheduling software.

c. The ranking of the overtime roster shall be based on seniority as provided in Article 24.

*12.11 Procedure for off-duty EMS detail.* Off-duty EMS detail shall be first offered to bargaining unit members. A roster of bargaining unit members volunteering for such detail shall be established by seniority. Thereafter, off-duty assignments shall be offered to those bargaining unit members on the eligibility list on a rotating basis. All EMS detail overtime opportunities will be sent out through the scheduling software.

## ARTICLE 13 - CALL BACK PAY

13.1 When it is necessary for the Village to require a bargaining unit member to return to work not on a regularly assigned shift, the Village agrees to pay the member a guaranteed minimum of four (4) hours pay, at the applicable rate of pay. Travel time shall be included (portal to portal). Call back means an official notification to return to work from the Fire Chief or designee when communicated directly to the member and when responded by the member directly to the Fire Chief or designee. A shift extension where a member is required to work or hold over beyond the normal shift or tour of duty is not considered a call back.

13.2 A bargaining unit member called back under this Article shall be paid at the member's regular rate of pay unless otherwise eligible for overtime pay according to Article 12 herein. During a declared emergency pursuant to the Village Code, members called back shall be paid double the regular rate of pay. The response time to a call back request is fifteen (15) minutes except during a declared state of emergency.

13.3 *Requirements for call back pay.* A bargaining unit member responding to a call back request must report to the fire station; be properly dressed in protective equipment and clothing and ready to respond to emergencies. The member shall sign in and wait to be assigned to duty. When officially relieved of duty, the member must sign out. If the member leaves without being officially relieved of duty, the member shall not receive any call back pay. If the Village grants a request for a member to leave before the minimum call back guarantee time has elapsed, then such member shall be paid only for the actual time served on duty.

## **ARTICLE 14 - REQUIRED COURT APPEARANCES/JURY SERVICE**

14.1 Bargaining unit members shall enjoy the same benefits for jury duty as provided for in the Village Employee Manual and in addition, shall have the following benefits and restrictions.

14.2 If a bargaining unit member is not on regularly scheduled duty, time spent giving testimony on behalf of the Village shall be paid at time and one-half the member's regular hourly rate of pay (portal to portal).

14.3 If the bargaining unit member is not on regularly scheduled duty, time spent under subpoena giving testimony in a legal proceeding from matters arising out of the performance of the member's job duties shall be paid at the member's regular hourly rate of pay unless otherwise eligible for overtime pay. The bargaining unit member shall give notice to the Fire Chief or designee of the subpoena and related details as soon as possible. The obligations of this paragraph shall not apply for off-duty bargaining unit members testifying in any labor matter, arbitration, unfair labor practice or arbitration proceeding or testifying in any proceeding on behalf of the Union.

14.4 A member required to report for service as a juror on a normal duty day shall be considered to be absent with pay for the duration of the member's service and shall not be required to return to duty until the Court terminates the member's service or the member is otherwise excused, except as provided herein.

14.5 While on jury service that is extended through a weekend or holiday, a member will be required to work the member's normal duty day so long as the member is released from jury service no later than 1930 hours on the evening before the member has to report back to jury service. In special instances where a court or judge requires a member to be sequestered, then sufficient documentation must be provided to the Fire Chief from the court or judge in order for the member be considered absent with pay for the times specified by the court.

14.6 A member released from jury service must immediately report back to duty if regularly scheduled on that day. The Village may request proof of jury service.

## ARTICLE 15 – VACATIONS, HOLIDAYS & PERSONAL DAYS

15.1 *Holiday Leave.* Holidays observed by the Village are set forth in the Village Employee Manual. Bargaining unit members shall be paid eight (8) hours of holiday pay at their regular rate of pay for all holidays observed by other Village employees, regardless of whether or not they work the holidays. A shift bargaining unit member who works a full twenty-four (24)-hour shift or workday that includes sixteen (16) hours on a Village observed holiday shall receive, in addition to the above and to their regular shift pay, sixteen (16) hours of additional holiday pay at the member's regular rate of pay. The compensation for holiday pay is based on a twenty-four (24)-hour period of each individual day observed as a holiday. Holiday pay for any shift that extends over two (2) consecutive days will be calculated separately for each day.

### 15.2 *Vacation Accrual.*

a. For 40-hour a week bargaining unit members: twelve (12) days annually; after 3 years of continuous employment, thirteen (13) days annually and after five (5) years of continuous employment, fourteen (14) days annually.

b. For shift bargaining unit members: 115 hours off annually; after three (3) years of continuous employment, 125 hours off annually; after five (5) years of continuous employment, 146 hours off annually; after ten (10) years of continuous employment, 170 hours off annually; after fifteen (15) years of continuous employment, 194 hours off annually; after twenty (20) years of continuous employment, 218 hours off annually. Shift bargaining unit members who have been assigned to non-shift work in a light duty status or in performing administrative duties shall accrue vacation time as a 40-hour a week bargaining unit member during the time that the shift bargaining unit member is working a 40-hour a week work schedule.

c. Vacation schedules shall be subject to approval of the Fire Chief or designee and be based upon the needs of the Fire Department.

d. Accrual maximum. Bargaining unit members may not accumulate more than two hundred fifty (250) hours of vacation time. Any vacation time in excess of 250 hours must be used within the following twelve (12) month period or it will be forfeited.

15.3 *Payout.* The following provisions apply for the payout of accumulated vacation leave time upon separation or death.

a. Calculation of rate of pay. Payment of vacation leave shall be at the bargaining unit member's hourly rate of pay at the time of separation.

b. Payout upon death that occurred during employment. One hundred (100%) percent of vacation leave accrual up to the maximum amount provided herein, payable to the same person who is named as beneficiary in Village life insurance policy.

15.4 *Donation of Time.* A bargaining unit member may donate vacation time up to twenty-four (24) hours in a calendar year at pro-rated salary levels to a member suffering an extended illness or injury with no paid leave available and who has qualified for leave under the provisions of the Family and Medical Leave Act (FMLA), provided that the donating member has accumulated a minimum of one hundred and thirty-nine (139) hours of vacation time at time of donation.

15.5 *Scheduling paid Kelly days.* Prior to the beginning of each fiscal year, each firefighter shall provide



four (4) preferences for utilization of paid Kelly days during the fiscal year to the Fire Chief or designee. The use of a paid Kelly day will be based on operational needs and minimum staffing, including a limit on the number of firefighters using a paid Kelly day on a particular day. The scheduling of paid Kelly days shall be based on rank and seniority within the rank.

15.6 *Personal Days.* All full-time bargaining unit shift employees shall be granted twenty-four (24) hours of personal leave. All full-time bargaining unit non-shift employees shall be granted eight (8) hours of personal leave.

Personal leave shall be granted annually on the first pay period in January of each year on the following pro-rated basis:

|                                                                    |                                                                                       |
|--------------------------------------------------------------------|---------------------------------------------------------------------------------------|
| Hire date before April 1 <sup>st</sup> of any calendar year        | Twenty-four (24) hours for shift employees<br>Eight (8) hours for non-shift employees |
| Hire date before July 1 <sup>st</sup> of any calendar year         | Eighteen (18) hours for shift employees                                               |
| Hire date before October 1 of any calendar year                    | Twelve (12) hours for shift workers<br>Four (4) hours for non-shift workers           |
| Hire date on or after October 1 <sup>st</sup> of any calendar year | Six (6) hours for shift workers<br>Four (4) hours for non-shift workers               |

## ARTICLE 16 - PROMOTION

16.1 Announcement of a promotional examination for a bargaining unit position within the Fire Department shall be posted in each station for not less than ninety (90) days prior to an examination date. The announcement shall include educational and service requirements for the position. The Village shall also provide notice on its website and in the Human Resources Department. Curriculum and reference materials for all promotional examinations shall be made available at the time of the announcement.

### ***16.2 New positions created.***

#### ***(a) Paramedics.***

(1) *Paramedic II.* After two (2) full calendar years of Village service as a certified paramedic, subject to performance rating approval, a paramedic may be promoted to Paramedic II, which shall be accompanied by a two and one-half percent (2.5%) pay increase effective the first pay period after the completion of two (2) full calendar service years with the Village.

(i) Effective October 1, 2021, a paramedic who has received a performance rating approval and completed two (2) full calendar service years with the Village as a certified paramedic will be promoted to Paramedic II.

(ii) If a paramedic, subject to performance rating approval, obtains two (2) full calendar years of certified paramedic Village service after October 1, 2021, they shall receive a two and one-half (2.5%) percent pay increase on the first pay period of eligibility as described herein. Paramedics who have attained the rank or position of Lieutenant or Captain are not considered paramedics eligible for such promotion and pay increase.

(2) *Paramedic III.* After two (2) full calendar years of Village service as a Paramedic II, subject to performance rating approval, a Paramedic II shall be considered a Paramedic III and receive a two and one-half percent (2.5%) pay increase effective the first pay period after the completion of two (2) full calendar service years as a Paramedic II. Paramedics who have attained the rank or position of Lieutenant or Captain are not considered paramedics for this promotion.

(3) *Paramedic IV.* After two (2) full calendar years of Village service as a Paramedic III, subject to performance rating approval, a Paramedic III shall be considered a Paramedic IV and receive a two and one-half (2.5%) pay increase effective the first pay period after the completion of two (2) full calendar service years as a Paramedic III. Paramedics who have attained the rank or position of Lieutenant or Captain are not considered paramedics for this promotion.

#### ***(b) Lieutenants.***

(1) *Lieutenant I.* A lieutenant, subject to performance rating approval, shall be considered a Lieutenant I and receive seven and one-half percent pay increase effective October 1, 2021. A lieutenant promoted after October 1, 2021 shall receive seven and one-half percent pay increase or be placed at the entry rate for Lieutenant I (whichever is greater) effective the first pay period of his or her appointment.

(2) *Lieutenant II*. After two (2) full calendar years of Village service as a Lieutenant I, subject to performance rating approval, a lieutenant shall be considered a Lieutenant II and receive a five percent (5%) pay increase effective the first pay period after the completion of two (2) full calendar service years as a Lieutenant I. A Lieutenant II promoted after October 1, 2021 shall begin their eligible service time for future promotions on the first day of his or her appointment.

(3) *Lieutenant III*. After two (2) full calendar years of Village service as a Lieutenant II, subject to performance rating approval, a lieutenant shall be considered a Lieutenant III and receive a five percent (5%) pay increase effective the first pay period after the completion of two (2) full calendar service years as a Lieutenant II.

(4) *Lieutenant IV*. After two (2) full calendar years of service as a Lieutenant III, subject to performance rating approval, a lieutenant shall be considered a Lieutenant IV and receive a five percent (5%) pay increase effective the first pay period after the completion of two (2) full calendar service years as a Lieutenant III.

**(c) Captains.**

(1) *Captain I*. A Captain, subject to performance rating approval, shall be considered a Captain I and receive a five percent (5%) pay increase effective October 1, 2021. A captain promoted after October 1, 2021 shall receive a five percent (5%) pay increase or be placed at the entry level rate for Captain I (whichever is greater) effective the first pay period of his or her appointment.

(2) *Captain II*. After two (2) full calendar years of Village service as a Captain I, subject to performance rating approval, a captain shall be considered a Captain II and receive a five percent (5%) pay increase effective the first pay period after the completion of two (2) full calendar service years as a Captain I. A captain promoted after October 1, 2021 shall begin their eligible service time for future promotions on the first pay period of his or her appointment.

(3) *Captain III*. After two (2) full calendar years of Village service as a Captain II, subject to performance rating approval, a captain shall be considered a Captain III and receive a five percent (5%) pay increase effective the first pay period after the completion of two (2) full calendar service years as a Captain II.

(4) *Captain IV*. After two (2) full calendar years of service as a Captain III, subject to performance rating approval, a captain shall be considered a Captain IV and receive a five percent (5%) pay increase effective the first pay period after the completion of two (2) full calendar service years as a Captain III.

**(d)** No employee will be placed below their position's entry level rate. Entry level rates are increased each year by the same percentage increase applied to wages/salaries for that year pursuant to Article 10.1 of the CBA.

## **ARTICLE 17- WORKING OUT OF CLASSIFICATION**

17.1 Working out of classification occurs when the Village assigns a bargaining unit member to work in a position higher than the member's position for four (4) hours or more on any shift. When working out of classification, such member shall receive an increase of five (5%) percent of the member's base hourly rate for such period worked. If overtime is accrued when a member works out of classification for the entire pay period, then any increase in compensation for working in a higher position shall be considered in the calculation of the amount of overtime to be paid. If overtime is accrued when a member works out of classification for more than four (4) hours on any shift but less than the entire shift, then any increase in compensation for working in a higher position shall be considered in the calculation of the amount of paid overtime proportionately depending on the hours worked in the higher position.

## ARTICLE 18 - SHIFT TRANSFERS AND SWAPS

18.1 *Shift Transfers.* A bargaining unit member who is transferred from one shift to another shift will receive written notification of the transfer no less than two (2) weeks prior to the effective date of the transfer, except where the transfer is required sooner to ensure shift coverages or in such emergencies as declared by the Fire Chief or as declared by the Florida Governor or the Village. Required shift transfers are within the authority and discretion of the Fire Chief, whose decisions are final and not subject to the grievance procedure.

18.2 *Shift Swaps.* A shift swap is a privilege, and any abuse of a shift swap will result in the loss of that privilege. A bargaining unit member shall have the right to request a shift swap when the shift swap does not interfere with the operation of, or increase the cost to, the Fire Department. The Fire Chief or designee must receive a request for a shift swap at least seventy-two (72) hours before the shift begins for the request to be considered for approval. Shorter notice can be considered in an emergency circumstance subject to the approval by the Fire Chief or his/her designee. All time traded must be paid back within twelve (12) months.

- a. The Fire Chief or designee has the right to refuse a request for a shift swap provided; however, that such requests are not arbitrarily denied. There shall be no right to use the grievance procedure to protest the denial of a request for a shift swap.
- b. To maintain continuity in operational staffing, an EMT may only shift swap with another EMT or a probationary Paramedic (a paramedic who is not fully cleared by Department Medical Director but who has passed the State paramedic exam). A Paramedic may shift swap with another full (non-probationary) Paramedic. In limited circumstances, subject to the approval of the Shift Captain and the Fire Chief, an EMT may shift swap with a full Paramedic (non-probationary) provided that there is another full (non-probationary) Paramedic on duty with that EMT at the same station.
- c. After a shift swap has been approved, if a bargaining unit member required to work another member's scheduled shift and fails to report to work for that shift, or is otherwise absent due to illness or injury, the bargaining unit member shall be held responsible, and that member's accrued sick leave shall be used if the member has accumulated sick leave. If the member has no accumulated sick leave, personal or vacation leave may be used. If the member has no accumulated leave (sick, personal or vacation), the member shall be considered absent without leave.
- d. Any failure to report to and complete a shift swap, if not approved by the Fire Chief or designee, may result in disciplinary action, including, but not limited to, the loss of shift swap privileges for a period of time not to exceed one (1) year.

## ARTICLE 19 - SICK LEAVE

19.1 *Accumulation.* Each shift bargaining unit member shall accrue twelve (12) hours of sick leave for each full month worked. Non-shift bargaining unit members shall accrue eight (8) hours of sick leave for each full month worked. Sick leave is earned from date of employment. There is no maximum number of sick leave hours that can be accumulated by a member.

19.2 *Usage.* The use of sick time is governed by the provisions of the Village Employee Manual and Fire Department policy. Sick leave shall not be granted in advance of accrual. Personal leave days may be utilized in lieu of sick leave at the discretion of the member.

19.3 *Sick Leave Donations.* Pursuant to Resolution 9-11-103 (or current amendment), a sick leave transfer program is available if an employee falls ill and exhausts their sick and vacation leave. A copy of this program can be found in the Employee Policy Manual.

19.4 *Payout.* The following provisions apply for the payout of accumulated sick leave upon separation.

a. Calculation of rate of pay. For calculation of an eligible payout of sick leave upon separation, the member's hourly rate of pay shall be averaged for the prior five (5) years, using the rate of pay in effect on September 30th of each year of employment, excluding any year in the DROP. ,

b. Maximum payout. 960 hours for shift employees and 640 hours for non-shift employees.

c. No payout. There shall be no entitlement to a sick leave payout to a bargaining unit member who leaves employment of the Village prior to completing five (5) years of employment. There shall be no entitlement to a sick leave payout to a member who is discharged or terminated from the Village.

d. Payout upon death that occurred during employment. One hundred (100%) percent of sick leave accruals up to the maximum amount provided herein, payable to the same person who is named as beneficiary in Village life insurance policy.

e. Payout upon retirement, fifty (50%) percent of sick leave accrual up to the maximum amount provided herein.

f. Upon separation in good standing with five (5) or more years of Village employment, 50% of sick leave accrual up to the maximum amount provided herein.

19.5 *Annual conversion of sick leave time.* Bargaining unit members who have more than six hundred (600) hours of banked sick leave time may convert their sick leave time to vacation leave time at a conversion rate of 50% in order to accumulate vacation leave time hours that do not exceed the maximum of three hundred twenty-five (325) hours allowed in the vacation leave time bank. The maximum amount of the annual conversion of sick leave time to vacation time in any year is ninety-six (96) hours. The maximum cumulative amount that can be converted during the member's term of employment is nine-hundred sixty (960) hours.

19.6 *Family Medical Leave.* Pursuant to the Family and Medical Leave Act of 1993 (FMLA), an employee must have a minimum of twelve (12) months service with the Village and at least 1,250 hours worked during the twelve (12) months preceding the date a request for FMLA leave is made to qualify for leave under the FMLA. Only hours worked are counted towards the 1,250-hour requirement. Paid leave of any kind does not constitute "hours worked". All requests for FMLA leave will be processed in accordance with the Employee Policy Manual.

## **ARTICLE 20 - OFF-DUTY INJURIES**

20.1 The Village has no duty to accommodate any bargaining unit member who has sustained an off-duty injury not covered by the Americans with Disabilities Act ("ADA"). No bargaining unit member shall have the asserted right to continue in light duty status for an off-duty injury not covered by the ADA.

20.2 The Village reserves the option to accommodate a bargaining unit member who has sustained an off-duty injury and for other illnesses or conditions (such as pregnancy), within the sole discretion of the Fire Chief, and may offer light duty work to the member within the parameters of the medical restrictions, which may include administrative duties or other duties determined by the Fire Chief and which may include a forty (40) hour workweek, within the Village.

20.3 Regular salary shall be paid to a member working in light duty status, without loss of regular salary even if shift hours are changed to non-shift hours or a forty (40) hour workweek.

## **ARTICLE 21 - DISABILITY LEAVE FOR ON-THE JOB INJURIES**

21.1 Disability leave shall be defined as leave with pay granted to a bargaining unit member who sustains an injury resulting in the member's incapacity to perform the essential functions of the work as directed by the Village and arising directly from and out of the discharge of the member's duties in the course of the member's employment by the Village. Disability leave may be granted from the time of the incapacity to perform the essential functions of the work, as directed by the Village, to the time the member returns to duty as determined by a physician appointed by the Village, subject to the limitations and restrictions set forth in this Article. Any member on disability leave shall appear for examination at any reasonable time before any physician appointed by the Village; and the failure of such member to appear for such examination shall automatically terminate disability leave.

### *21.2 Initial thirty (30) days.*

a. The maximum disability leave available to a bargaining unit member who suffers an incapacitating injury incurred on duty arising out of recreation, leisure time or other such in-house activities not related to assigned work duties shall be no more than thirty (30) days. No other benefit described in this Article shall be provided to such member under the circumstances described in this paragraph.

b. Disability leave shall be available to a member who suffers an incapacitating injury incurred on duty arising out of or in connection with actual firefighting or rescue calls, including traveling to and from such calls; mandatory fire training drills and assigned fire station duties up to thirty (30) initial days and other benefits described hereinafter.

c. If a Village-appointed physician(s) recommends that the injured employee can return to work, with medical restrictions, then the Village, at its sole discretion and option, may offer light duty work to the injured employee within the parameters of the medical restrictions, which may include administrative duties or other duties determined by the Fire Chief and which may involve a forty (40) hour workweek, within the Village.

d. If a Village-appointed physician(s) recommends that the member is able to return to work, then the Village may cancel disability leave at any time during this initial period.

### *21.3 Extension period of additional one hundred fifty (150) days.*

a. Disability leave based on an injury described in paragraph 21.2b above may be extended by the Village for an extended period of up to additional one hundred fifty (150) days if an incapacity for the injured employee to perform the essential functions of the job duties continues, without restrictions, upon recommendation by a physician or physicians appointed by the Village.

b. If a Village-appointed physician(s) recommends that the injured employee can return to work, with medical restrictions, then the Village, at its sole discretion and option, may offer light



duty work to the injured employee within the parameters of the medical restrictions, which may include administrative duties or other duties determined by the Fire Chief and which may involve a forty (40) hour workweek, within the Village.

c. If a Village-appointed physician(s) recommends that the member is able to return to work, then the Village may cancel disability leave at any time during the extension period.

*21.4 Time period after one hundred eighty (180) days.*

a. If a member is unable to return to work in the member's job due to disability, the member shall be required to utilize accrued vacation, sick or donated time to defray the difference in pay between regular salary and the workers compensation benefit payment.

b. If a Village-appointed physician(s) recommends that the injured employee can return to work, with medical restrictions, then the Village, at its sole discretion and option, may offer light duty work to the injured employee within the parameters of the medical restrictions, which may include administrative duties or other duties determined by the Fire Chief and which may involve a forty (40) hour workweek, within the Village.

c. If a Village-appointed physician(s) recommends that the member is able to return to work, then the Village may cancel disability leave at any time during this post-extension time period.

d. If a member is unable to return to work in the member's job due to disability after the member's sick, vacation or donated time is exhausted, the Village has the option to (1) employ the member in another position in the Village upon recommendation of the Village-appointed physician(s) without a reduction in salary; (2) allow the member to apply for disability retirement or (3) continue to pay disability leave for a time period but not to exceed the date when the member reaches maximum medical improvement under Florida Workers Compensation Law.

e. If a member is determined to be permanently and totally disabled under the Florida Workers Compensation Law, the member must apply for social security disability benefits within thirty (30) days of such determination and any social security disability benefits received by the member must be credited against any payment benefits under the Florida Worker's Compensation Law paid by the Village to the member in lieu of direct payment to the Village.

21.5 Disability leave pay shall be computed on the basis of the difference between the member's regular rate of pay and the benefits paid under the Florida Workers Compensation Law for any time lost.

21.6 Regular salary shall be paid to a member working in light duty status.

21.7 No bargaining unit member shall accept outside employment of any kind or nature whatsoever or engage in any form of self-employment while on disability leave.

21.8 *Decision to grant or deny disability leave.* The decision to grant or deny disability leave to any member and the duration of any such leave shall be the sole and exclusive function of the Village Manager with advice from the Fire Chief or designee. The Village reserves the right to investigate the alleged job-related or incurred injury for the purpose of making a decision. The decision shall be made within thirty (30) days of the Village was notified of the injury, unless the time is extended for good cause.

21.9 *Administrative appeal of a denial of disability leave.* If a member is denied disability leave, the member

may appeal the decision of the Village Manager by requesting in writing a hearing before the Village Manager within ten (10) calendar days of the decision. The member shall have the right to present relevant evidence, testimony and argument in support of the member's position to grant disability leave. The Village shall have full authority to determine the administrative hearing procedures to be followed.

21.10 If there is any dispute concerning any subject matter of this Article, including issues of coverage of any injury, the Village Manager shall have the final administrative and binding authority to determine and decide the disputed issues subject to grievance and arbitration.

21.11 The Village shall have the authority to establish such procedures as are reasonable to properly administer this Article.

## **ARTICLE 22 - BEREAVEMENT LEAVE**

22.1 A bargaining unit member, in the case of death in the immediate family, shall be granted a paid leave of absence, upon written request. The maximum amount of paid bereavement leave per leave request is 48 hours of work hours missed for 24-hour shift workers and 32 hours for work hours missed for 40-hour a week employee. If additional time is taken, such additional time will be charged against accrued vacation leave or compensatory time at the employee's request.

22.2 Immediate family is defined as: father, mother, sister, brother, husband, wife, domestic partner, grandparents, children, grandchildren, current father-in-law, current mother-in-law, current son-in-law, current daughter-in-law, current brother-in-law, current sister-in-law, stepfather or stepmother if that person raised the bargaining unit member from infancy or commencing at a point in time within the first five years of life, or a household member who lived with the employee's family for at least five consecutive years immediately prior to the household member's death.

22.3 Documentary proof of the death of the immediate family member and the employee's relationship to the deceased shall be submitted to the Village within thirty (30) days upon return in order to qualify for the bereavement leave benefit in a reasonable manner and subject to regulations established by the Village. Any employee found to have falsified information in obtaining bereavement leave shall be subject to disciplinary action.

## ARTICLE 23 - OCCUPATIONAL SAFETY AND HEALTH

23.1 The Village and Union shall cooperate fully in matters of safety, health and sanitation affecting the employees, regarding facilities and equipment used by the Fire Department.

23.2 The Village shall provide safe working conditions for its bargaining unit members. The Village also encourages such members to notify the Village of alleged unsafe, unhealthy or unsanitary conditions as they arise, by communication first to the Fire Chief or designee and then if not resolved, through a labor/management meeting. If such matters are not resolved internally within the Fire Department and labor/management meetings, then the grievance process is available if conditions violate the provisions of this Article.

23.3 The Village shall provide protective gear for firefighters upon entering the Combat Division which meet the minimum NFPA standards:

- Bunker coat
- Bunker pants
- Fire hood
- Pair of Fire boots
- Fire helmet
- Pair of Fire gloves
- Suspenders
- Extraction gloves
- Primary eye protection
- Fitted SCBA masks

Bargaining unit members shall be responsible for replacement expenses for lost, stolen, damaged, assigned items, which are caused by the member's negligence.

23.4 **SCBA Repair.** Department personnel who have been trained and certified by the manufacturer or a manufacturer approved representative, or vendor will be permitted to perform repairs or supervise repairs on Self-Contained Breathing Apparatus(SCBA).

23.5 The Village will provide each bargaining unit member with an allowance of up to \$200.00 per year towards the purchase of Village-approved work-related material/equipment. Allowances will be paid through payroll reimbursement with the submittal of approved material/equipment purchase receipts.

## **ARTICLE 24 - SENIORITY**

24.1 The Fire Chief or designee shall prepare a seniority roster or list for all positions in the Fire Department which shall be posted each December, including on bulletin boards. Such a roster or list shall be considered correct unless an objection is reported to the Fire Chief and the Human Resources Director within thirty (30) days after posting.

24.2 Seniority shall be determined in the following order for full-time bargaining unit members in connection with uninterrupted service with the Village: (a) rank, (b) time in grade and (c) time in service. Seniority will continue to accrue during all forms of authorized leave.

24.3 Resignation and termination or discharge from service with the Village shall cancel prior seniority credits or status based on prior service as described in Section 24.2 above. If a bargaining unit member is involuntarily laid off for more than nine (9) months, then all prior seniority credits or status based on prior service as described in Section 24.2 above shall be canceled.

24.4 The Village shall utilize a bidding system for the selection of planned vacation days and planned Kelly Days prior the beginning of a calendar year for that year. Each member shall provide first, second and third choices to the Fire Chief. The Fire Chief shall give preference and priority for the selection based on seniority but reserves the right to make a selection that is not based solely on seniority where such a selection will negatively impact overtime costs or unduly interfere with normal operations. However, the Fire Chief shall make every good faith effort to honor selection requests based on seniority.

## ARTICLE 25 - EDUCATION REIMBURSEMENT PROGRAM

25.1 *Tuition Reimbursement.* Village will pay tuition for approved degree programs or courses of study at accredited education programs according to the following limitations and subject to the availability of funds that are budgeted to the Fire Department.

- a. Upon approval of a degree program or courses of study by the Village Manager, in consultation with the Fire Chief and the Human Resources Director, the Village shall reimburse the tuition for an eligible degree program or course of study offered at an accredited college, university or institution of higher learning that in the judgment of the Village is directly related to the employee's current position and which will improve performance in a current position or which constitutes preparation for promotion to related higher level responsibilities. The program may include classroom and online learning.
- b. The employee who is approved for attendance in an approved education program must pay tuition costs directly to, and be accepted for enrollment by, an accredited education institution. No reimbursement will be made for textbooks, activity fees, supplies, materials, lab fees or other expenses.
- c. The amount payable for reimbursement shall be based upon and not exceed the established credit hour rate of tuition charged in the state university system at the time enrolled, regardless of the employee's election to attend a private university or college. Upon employee's successful completion of an approved course with a final grade of "B" or higher, or with satisfactory completion if no grade is given in a course that is only provided to students on a pass/fail basis, the Village shall reimburse the employee for one hundred (100%) percent of the tuition, provided that the employee furnishes payment receipt and an official gradereport.
- d. Training and/or study time will be undertaken during the employee's off-duty time.
- e. If an employee completes an education program that is a prerequisite or requirement for a certification and/or licensure, the employee shall be given one (1) year to obtain the certification and/or license. The Village shall reimburse the employee during the education program as provided herein. If the employee does not obtain the certification and/or license within one (1) year of completion of the education program, then the Village shall not reimburse the employee for any future education programs that is a prerequisite or requirement for a certification and/or license, including, but not limited to, those certifications and/or licenses that are identified as incentive pay in Section 10.4 for a time period of two (2) years
- f. If an employee voluntarily or involuntary separates from the Village (through resignation, termination or discharge, or retirement) within two (2) years following the completion of any education program for which such employee has received reimbursement by the Village or within two (2) years following the date of state certification and licensure, if applicable, the amount of tuition reimbursed by the Village shall be repaid on a prorated basis based on monthly increments by the employee to the Village immediately. If the employee fails to immediately reimburse the Village for the reimbursed amount, then the Village will deduct the full amount from the employee's final paycheck and/or from outstanding wages, salary or accumulated time or separation pay.

25.2 *Payment/or certifications and licenses.* The Village agrees to host and provide classes for such certifications required for employment including ACLS, PALS and CPR for Healthcare Provider training, which shall be provided through an approved state provider. The Village will not pay for driver's licenses and/or licenses and certificates not required as a condition of employment or continuing employment. The Village agrees to schedule required continuing education unit (CEU) classes; however, each employee bears the responsibility of ensuring that the employee's certifications/licenses are maintained and do not lapse even if the employee is unable to attend scheduled classes provided by the Village.

## ARTICLE 26 - GRIEVANCE PROCEDURE

26.1 In a mutual effort to provide harmonious working relationships between the parties, it is agreed to and understood by both parties, that there shall be a procedure for the resolution of grievances involving the application or interpretation of this Agreement. A grievance shall be defined as any dispute arising out of the interpretation or application of the terms of this Agreement.

26.2 Any grievance not processed according to the time limits provided for herein shall be considered conclusively abandoned unless the time limits provided herein have been extended by agreement of the parties. Any grievance not answered by management within the time limits provided for herein will automatically advance the grievance to the next higher step.

26.3 Any discharge, suspension, demotion or other disciplinary or punitive action, with the exception of an oral counseling or written reprimand, shall be subject to grieve through this grievance procedure. Any such grievance may be initiated or submitted directly at Step 2 of the grievance procedure, within the time limits provided for the submission of a grievance in Step 1.

26.4 Where a grievance is general in nature in that it applies to a number of employees having the same issue to be decided, or if the grievance is directly between the Union and the Village, such grievance shall be initiated or submitted directly at Step 2 of the grievance procedure, within the time limits provided for the submission of a grievance in Step 1, and signed by the aggrieved employees or the Union representative on their behalf.

**Step 1:** The aggrieved employee shall present in writing and discuss the complaint or grievance with the employee's immediate supervisor, within ten (10) calendar days of the date of the occurrence, which gave rise to the grievance. A Union representative may be present if requested by the employee or the Union. The immediate supervisor may seek the assistance of any other individual who may be qualified to offer assistance or information, which will aid the immediate supervisor to render decision or response. The immediate supervisor shall attempt to adjust the matter and/or respond to the employee within seven (7) calendar days.

**Step 2:** If the grievance has not been satisfactorily resolved, the aggrieved employee, with the assistance of the Union representative, shall present such written grievance to the Fire Chief within ten (10) calendar days from the date of response in Step 1. The Fire Chief shall meet with the employee and the Union and shall issue his response to the grievance within fifteen (15) calendar days of the meeting.

**Step 3:** If the grievance has not been satisfactorily resolved, the aggrieved employee, with the assistance of the Union representative, shall present such written grievance to the Village Manager, within ten (10) days from the date of response in Step 2. The Village Manager or designee shall meet with the employee and the Union and shall issue his or her response to the grievance within fifteen (15) calendar days of the meeting.

**Step 4:** If the grievance remains unsettled, the grievance shall then be submitted to arbitration within thirty (30) calendar days under the rules of the American Arbitration Association (AAA).



## **ARTICLE 27 -ARBITRATION**

27.1 The parties will attempt in good faith to mutually agree upon an independent arbitrator. If this cannot be done, an arbitrator will be selected by each party striking four (4) names from a panel of at least nine (9) names of qualified arbitrators to be submitted by the American Arbitration Association.

27.2 The arbitration shall be conducted under the Rules of the American Arbitration Association. Subject to the following, the arbitrator shall have jurisdiction and authority to decide a grievance as defined in this Agreement. However, the arbitrator shall have no authority to change, amend, add to, subtract from, or otherwise alter or supplement this Agreement or any part thereof or any amendment thereto; nor shall be this collective bargaining agreement be construed by an arbitrator to supersede applicable state and federal laws in existence at the time of the signing of this Agreement.

27.3 The arbitrator may not issue declaratory options and shall confine consideration conclusively to the question, which is presented and which must actual and existing.

27.4 It is contemplated that the Village and the Union shall mutually agree in writing as to the matter to be arbitrated prior to the hearing, and if this is not done, the arbitrator shall confine the decision to the particular matter thus specified. In the event of a failure of the parties to agree on a statement of the issue to be submitted, the arbitrator will confine consideration to the written statement of the grievance presented in Step 2 of the grievance procedure.

27.5 Each party shall bear the expense of its own witnesses and of its own representation. The parties shall bear equally the expense of the impartial arbitrator. Any party desiring a transcript of the hearing will bear the cost of the transcript.

27.6 Copies of the award of the arbitration made according to the jurisdiction or authority under this Agreement shall be furnished to both parties within thirty (30) days of the hearing. The arbitrator's decision shall be final and binding.

27.7 Probationary employees shall have no right to utilize this grievance procedure for any matter concerning discharge, suspension, or other discipline.

## **ARTICLE 28 - CONTRACT SAVINGS PROVISION**

28.1 If this Agreement or any provision, section, subsection, sentence, clause, phrase or word of this Agreement is declared invalid by a court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect. The parties shall meet, promptly, to negotiate replacement language according to Chapter 447, Part II, Florida Statutes, as amended from time to time.

## **ARTICLE 29-MEDICAL INSURANCE**

29.1 The Village shall provide group health insurance benefits for the individual bargaining unit member. For the term of this contract, the Village shall pay one hundred (100%) percent of the cost of providing such group health insurance benefits for the individual bargaining unit member.

29.2 The Village also offers group health insurance benefits for eligible dependents. For the term of this contract, the Village shall contribute the following towards payment of dependent coverage.

- Employee + Spouse (93.5%)
- Employee + Children (97.1%)
- Family (90.7%)

29.3 If a full-time bargaining unit member elects to decline the Village offered group health insurance, the bargaining unit member must submit an executed Health Insurance Opt Out form and provide proof of insurance to the Human Resources Director within the first 30 days of employment or during open enrollment. For the term of this contract, the Village will provide a Health Insurance Opt Out stipend.

29.4 The Village shall provide group health insurance benefits (excluding dental and vision) to employees who were hired as firefighters or became firefighters between September 1, 1999 and September 1, 2004 upon retirement as a firefighter from the Village, from the date of retirement to the first date of eligibility for Medicare coverage through the same insurance plan provided to Village employees; provided, however, that these individual retirees, shall pay sixty-five (65%) of the cost of the premium and the Village shall contribute thirty-five (35%) of the cost of the premium for such individual coverage. The extended benefit solely applies to these individuals based on special circumstances applicable only to them.

29.5 During successor negotiations, health insurance benefits will be renegotiated and the parties may agree to maintain, increase, or decrease benefits based in part on the availability of funds.

## **ARTICLE 30- LABOR /MANAGEMENT MEETINGS**

30.1 The Union and the Employer shall schedule quarterly Labor/Management meetings during the calendar year, or such other times by mutual consent, to discuss matters of mutual concern or matters involving employee relations. At least one (1) Union representative and one (1) Employer representative is required to conduct business. In any event, no more than three (3) Union representatives may attend a Labor/Management meeting. If there is no business to be conducted at a scheduled quarterly meeting, then either party may waive or cancel the meeting. Either party may request an unscheduled meeting upon providing reasonable notice to the other party.

30.2 The Union representatives, who are off duty at the time of the Labor/Management meeting, shall not be compensated for attending the meeting.

## ARTICLE 31 - DRUG AND ALCOHOL WORKPLACE POLICY AND RULES

31.1 The Village and the Union recognize that the employee substance and alcohol abuse may have an adverse impact on the Village government, the image of Village employees, and the general health, safety and welfare of employees and the general public at large.

31.2 The Village and the Union have agreed to follow the existing Islamorada, Village of Islands, Drug-Free Workplace Policy and Work Rules set forth in the Employee Manual, a copy of which is on file in the Office of the Village Clerk and incorporated herein by reference, pursuant to and in compliance with the Florida Drug-Free Workplace Program, as provided in Sections 440.102 and 112.0455, et seq., Florida Statutes (1999), as amended from time to time, and the regulations of the Florida Department of Labor and Employment Security, Division of Workers Compensation, et seq., and the Florida Administrative Code.

31.3 A copy of the Policy and Rules will be distributed to all bargaining unit members and to all newly hired members.

31.4 If the legislation or administrative regulations are enacted which amend, supplement or alter in any way the requirements set forth in the Florida Drug Free Workplace Program, or which may enable the Village to reduce the cost or limit the increase in the cost of health, life, liability or workers compensation insurance premiums, the Village may change the drug and alcohol policy and rules, if such changes enable the Village to remain in compliance with state law and/or regulations or will result in a reduction in the cost or limit the increase in the cost of health, life, liability or workers compensation insurance premiums. The Village shall inform the Union in writing at least 60 days prior to instituting any such change in the Policy and Rules prior to implementation.

31.5 The Village and the Union agree that any grievance or arbitrable issue arising from the implementation of the Policy or any future revisions to the Policy is subject to grievance and arbitration procedures provided in Articles 26 and 27 herein and if applicable, the special expedited arbitration provided in this Article.

31.6 If a conflict exists between the Village Drug-Free Workplace Policy and Work Rules and the Florida Drug-Free Workplace Program, including Section 440.102, Florida Statutes, and the accompanying regulations, the Village and Union agree that the Village Policy and Work Rules will be construed or revised, as necessary, to comply with the statutory and regulatory requirements of the Florida Drug-Free Workplace Program.

### *31.7 Special Expedited Arbitration for Reasonable Suspicion Drug Testing.*

a. The Union President and the Village Manager or designee shall select two permanent umpires to hear reasonable suspicion employee drug and alcohol grievances. The umpires shall alternate, hearing only grievances where the bargaining unit or the member alleges that there is no reasonable suspicion to warrant being ordered to submit samples for testing. The grievance shall be limited to whether or not there was a reasonable belief based on reasonable suspicion based on the factors set forth in the Village Drug-Free Workplace Policy and Work Rules, to require the grievant to take a drug test and submit samples.

b. Samples submitted pursuant to and initiated by a Reasonable Suspicion Report if grieved by the bargaining unit member shall not be tested until the umpire rules affirmatively that there is reasonable belief to test the employee.

c. If a bargaining unit member or Union elects to file a reasonable suspicion grievance, the grievance

must be in writing and submitted by fax or hard copy to the Human Resources Director's Office on the same day as the test or not later than 5:00 pm of the next regularly scheduled workday of the Human Resources Director.

d. Any costs associated with the umpire's decision shall be borne by the Village if the umpire rules that there was no reasonable belief to test the employee, and the sample or samples shall be properly discarded. Costs associated with the umpire's decision shall be borne by the Union if the umpire rules that there was reasonable belief to test the employee, and the sample or samples shall be released for testing.

e. An expedited hearing shall be held before the umpire under the American Arbitration Association rules of expedited arbitration, and no post-hearing briefs shall be filed. The grievance shall be submitted directly to arbitration and shall be heard no later than 3 calendar days after the day that the employee was required to submit to the drug test, unless extended for good cause by mutual agreement of the parties. The umpire shall rule at the close of the hearing and an oral response from the umpire shall be sufficient to settle the grievance.

f. The umpires shall serve from year to year and shall be appointed by letter, jointly signed by the Union President and the Village Manager or designee. If the Village and the Union elect to remove an umpire, the umpire shall be notified, and the parties shall agree on a replacement. If the parties in good faith are unable to agree, each party shall submit 2 names into a hat and the name drawn shall be the replacement for 1 year.

### *31.8 Rehabilitation when a bargaining unit member tests positive for drug and alcohol use.*

a. Rehabilitation shall be allowed one time only for a bargaining unit member who has first tested positive through a confirmed positive test result pursuant to random testing or reasonable suspicion drug examination for drugs or alcohol and where the results do not show the presence of an illicit drug under Section 893.03, Florida Statutes. If the test results show the presence of an illicit drug under Section 893.03, Florida Statutes, rehabilitation may be offered to the member at the Village's discretion. Rehabilitation is not allowed when a member first tests positive through a confirmed positive test result pursuant to a pre-employment examination, fitness for duty examination, testing during probationary status upon hiring, or post-incident/accident examination. An employee may seek rehabilitation at any time (one time only) prior to random drug testing or a reasonable suspicion drug examination following the procedures set forth in subsection (c) below. It shall neither be considered insubordination, nor shall an employee be subject to discipline for seeking rehabilitation in lieu of presenting for random drug testing or for a reasonable suspicion drug testing.

b. Discipline may not be imposed prior to the time when a positive test result is communicated to the Village. However, if the bargaining unit member's behavior in connection with the alleged substance abuse amounts to conduct for which the Village might otherwise discipline the member, the Village may take disciplinary action prior to being informed of a positive test result.

c. If rehabilitation is offered to a bargaining unit member under this Section, then the member shall have seventy-two (72) hours (excluding weekends and holidays) from the notification of the member's positive test result to enter into a Village-approved substance abuse treatment program and shall remain in the program until the bargaining unit member successfully completes the program, including any required aftercare. The Village shall provide a list of approved programs each year to the Union. The Union shall be given an opportunity to submit any reasonable objections to the Village with regard to the program list. The Village shall review the Union's objections and may accommodate or agree with such objections, but the Village shall not be required to reject the program based on the Union's objections per se. If the member fails to enter, participate in, and/or successfully complete any part of the rehabilitation program, including any aftercare, the member shall be terminated from employment with the Village.

d. At the Fire Chiefs discretion, a bargaining unit member while enrolled and participating in a substance abuse program as described above, shall be placed on leave or assigned to a non-safety-sensitive position. If the member is placed on leave, the member shall be permitted to use any and all accumulated leave credits, if appropriate, before leave will be ordered without pay.

e. A bargaining unit member cleared to return to work by the Substance Abuse Program Administrator shall be subject to random drug testing for a period of two (2) years. The Village shall be limited to six random drug tests for each twelve (12)-month period, beginning from the date the bargaining unit member returns to work. A bargaining unit member who tests positive a second time under the rehabilitation procedure provided in this Section shall be terminated from employment with the Village.

## **ARTICLE 32 - RETIREE PERQUISITES**

32.1 Any bargaining unit member with ten (10) or more years of service with the Village, who has separated from the Village in good standing (i.e. not terminated for cause) and who is eligible for retirement benefits, may retain his or her last-issued fire helmet and will be issued an Islamorada Fire/Rescue Department identification card reflecting the member's retired status.



## ARTICLE 33 - DURATION OF AGREEMENT

33.1 This Agreement shall be effective October 1, 2024, and shall remain in force and effect through September 30, 2027. Negotiations for a new collective bargaining agreement shall commence no later than one hundred and fifty (150) days prior to the final day of the existing agreement. If the Village and the Union do not agree on all articles of a proposed new agreement that are matters of mandatory collective bargaining by the expiration of this Agreement (September 30, 2027) either party may declare impasse and proceed to resolve the impasse in the manner provided in section 447.403, Florida Statutes, as amended from time to time.

This Collective Bargaining Agreement was bargained for and agreed to in accordance with the provisions of Chapter 447, Florida Statutes; was submitted to the bargaining unit members and ratified by a majority vote of votes for the Agreement; and after ratification was submitted to the Village Council for ratification.

ATTEST:

Bargaining Agent

Islamorada Professional Firefighters, Local 4374  
International Association of Firefighters

\_\_\_\_\_  
Secretary

By: \_\_\_\_\_

Erica Oliveira, President

\_\_\_\_\_  
Print Name

Date: \_\_\_\_\_

ATTEST:

Islamorada, Village of Islands

\_\_\_\_\_  
Marne McGrath, Village Clerk

By: \_\_\_\_\_

Sheila Denoncourt, Interim Village Manager

Date: \_\_\_\_\_

Approved as To Form:

\_\_\_\_\_  
John Quick, Interim Village Attorney



# Council Communication

**To:** Mayor and Village Council  
**From:** Peter Frezza, Environmental Resources Manager  
**Date:** April 8, 2025  
**SUBJECT:** **Resolution Repealing Resolution No. 25-02-13 and Approving LPS Contracting to Complete the Lower Matecumbe Culverts Canal Restoration Project TAB 10**

## **Background:**

Using results from the Canal Restoration Demonstration Program along with water quality data from the Canal Management Master Plan and the Village's updated canal water quality ranking evaluation, the Village is moving forward with implementing culvert connections at strategic locations on Lower Matecumbe Key for Canals 150, 151, 152, and 155. Installation of culvert pipes is an efficient and effective method of restoring multiple canals in this location, due to their proximity to one another. The goal of the proposed improvements is to restore the impaired waters of the canals, to increase the Dissolved Oxygen levels to meet State 62-302 Class III marine water quality standards, and to improve nearshore water quality. The proposed culvert pipes will aim to improve water circulation and Dissolved Oxygen in the Lower Matecumbe canal network by increasing tidal exchange with nearshore waters. The work to be completed is the placement of multiple, side-by-side 4' x 4' box culverts underneath roads at strategic locations to hydrologically connect the canal network. The project will also include a culvert connection under US1 from Canal 155 to 157 to provide increased flushing within the canal systems. Design and permitting of the project has been completed and contractor procurement for construction is the next step.

## **Analysis:**

On October 28, 2024, the Village issued RFP 24-19 to solicit proposals from qualified firms to furnish all necessary supervision, labor, tools, parts, and equipment required to complete the Lower Matecumbe Canals Culvert Restoration Project, (the "Project"). RFP 24-19 was issued in accordance with Sec. 2-327(b) and (c)(4) of the Village's Purchasing Guidelines in the Village Code of Ordinances. RFP 24-07 was published on DemandStar.com and on the Village's website from October 28, 2024, through the submittal deadline of December 17, 2024, and notices were posted on the Village's Facebook page and in a local newspaper. To answer questions posed about the RFP, Addendum No. 1 was published on November 4, 2024, and Addendum No. 2 was published on November 12, 2024.

The Village received a total of two (2) proposals in response to RFP 24-19. To evaluate and rank the proposals, an Evaluation Committee (the "Committee") was established by the Village Manager. The evaluation committee was comprised of Environmental Resources Manager Peter Frezza, Review Engineer Robert Mather and Public Works Director AJ Engelmeyer. Cost is not the only factor considered during an evaluation. Consideration is also given to each firm's organization, experience with similar projects, qualifications, and proposed timeline for

completion of the Project.

The two responsive proposals were reviewed and scored by the Committee in a publicly noticed meeting on January 16, 2025. A maximum of 100 points were available in the scoring system per Committee member, for a total maximum score by the Committee of 300 points. The Committee ranked the proposals as follows according to the criteria and point system provided in the RFP.

| Rank | Proposer/Firm Name          | Points | Total Cost Proposal |
|------|-----------------------------|--------|---------------------|
| 1    | Adventure Environmental Inc | 269    | \$5,200,000         |
| 2    | LPS Contracting             | 250    | \$8,991,020         |

On February 11, 2025, the Village Council adopted Resolution No. 25-02-13 approving the selection of Adventure Environmental Inc. ("AEI") to complete the Lower Matecumbe Canals Culvert Restoration Project. However, during negotiations with AEI following the adoption of the Resolution and release of the cone of silence, AEI indicated that they were not able to complete the project within the cost proposal they indicated in their bid. Therefore, the Village is rejecting AEI's proposal and moving on to the second ranked proposer, LPS Contracting ("LPS"). Adoption of the proposed Resolution would repeal Resolution No. 25-02-13 and approve the selection of the second-ranked firm, LPS to construct the Lower Matecumbe Canals Culvert Restoration Project and authorize the Village Manager to enter into an Agreement(s) with LPS to complete the Project. Agreement(s) are subject to future Village Council approval. The proposal from LPS which includes their bid tabulation is provided as Exhibit "A" to the Agreement.

#### **Budget Impact:**

The proposed cost for the Project as it was bid on as a single project is \$8.991,020 million. The project will need to be accomplished in phases as funding allows. Multiple agreements will likely need to be executed with the selected contractor for each phase. The contractors were informed within the RFP that the Village, in its sole discretion, reserved the right to execute an agreement for either the construction of the entire Project (all five culverts), individual culverts, or a combination of culvert installations.

The Village has accepted a grant award from the Florida Department of Environmental Protection ("FDEP") in the amount of \$4,165,557.59 through the Florida Keys Stewardship Act to partially fund this project. A separate funding request has been applied for to the FDEP in the amount of \$1,586,667 to fund additional portions of the project. This would increase the total award amount from the FDEP to \$5,752,224.59. If this, in conjunction with future Stewardship Act funds do not cover total project cost, the project would be eligible for reimbursement through the Florida Keys Water Quality Improvements Program. Expenditures for this project are not expected to be incurred until FY 2025-2026.

#### **Staff Impact:**

Village staff would move forward with finalizing the Agreement(s) for the Project. Village staff, including the Environmental Resources Manager, Review Engineer and Public Works Director would communicate with LPS to coordinate the timing of the services and inspect the work during the Project. The Village Finance Department and Project Manager would track expenditures. Estimated staff time on this project is four hours per week.

**Recommendation:**

It is recommended that the Village Council adopt the proposed resolution thereby approving the recommended selection of LPS Contracting for the Project and authorizing the Village Manager to enter into an Agreement(s) with LPS Contracting at a future date.

- Attachments:**
1. Resolution\_RFP 24-19 LPS 040825 RVCM (JJQ redline)
  2. Exhibit A\_LPS proposal\_RFP 24-19

**RESOLUTION NO. 25-**

**A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, REPEALING RESOLUTION NO. 25-02-13 AND APPROVING THE SECOND RANKED FIRM 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**

**WHEREAS**, the Village is moving forward with implementing culvert connections underneath roadways at strategic locations on Lower Matecumbe Key as part of the Village's canal restoration program; and

**WHEREAS**, the goal of the proposed improvements is to restore the impaired waters of the canals and to improve nearshore water quality; and

**WHEREAS**, the Village has been awarded grant funding for construction of the project from the Florida Department of Environmental Protection through the Florida Keys Stewardship Act program; and

**WHEREAS**, on October 28, 2024, the Village issued Request for Proposals (RFP) 24-19 to solicit proposals from qualified firms to construct the Lower Matecumbe Canals Culvert Restoration Project (the "Project"); and

**WHEREAS**, RFP 24-19 was issued in accordance with Sec. 2-327(b) and (c)(4) of the Village's Purchasing Guidelines in the Village Code of Ordinances; and

**WHEREAS**, the Village received a total of two (2) responsive proposals in connection with

RFP 24-19 following the advertisement period; and

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

**WHEREAS**, the Committee reviewed the two responsive proposals received using the selection criteria detailed in RFP 24-19 and recommended selection of the highest-ranked proposal from Adventure Environmental Inc. ("AEI") for construction of the Project for an amount not to exceed Five Million Two Hundred Thousand Dollars (\$5,200,000.00); and

**WHEREAS**, on February 11, 2025, the Village Council adopted Resolution No. 25-02-13 approving the selection of AEI to complete the Lower Matecumbe Canals Culvert Restoration Project; and

**WHEREAS**, AEI is no longer able to complete the work as indicated in their proposal and bid; and

**WHEREAS**, the committee, as a result, is recommending the second ranked proposal from LPS Contracting for construction of the Project for an amount not to exceed Eight Million Nine Hundred Ninety-One Thousand Twenty Dollars (\$8,991,020.00); and

**WHEREAS**, the Village Council finds that approval and selection of LPS Contracting for the Project is in the best interest of the Village and its residents.

**WHEREAS**, the Village Council has determined that Resolution No. 25-02-13 is no longer necessary nor 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.**     **Repeal of Resolution 25-02-13.** The Village Council of Islamorada, Village of Islands, hereby repeals Resolution 25-02-13, thereby voiding the selection and approval of Adventure Environmental Inc. for the Project.

**Section 3.**     **Approval of Selection.** The Village Council hereby approves the selection of the second-ranked firm, LPS Contracting to construct the Project.

**Section 4.**     **Authorization of Village Officials.** The Village Manager or designee and the Village Attorney are authorized to execute the Agreement(s) with LPS Contracting on behalf of the Village.

**Section 5.**     **Execution of Agreement.** The Village Manager is authorized to execute an Agreement(s) with LPS Contracting on behalf of the Village, to execute any other required documents to implement the terms and conditions of the Agreement, and to execute any extension or amendments to the Agreement, subject to approval as to form and legality by the Village Attorney. If such negotiations are unsuccessful, then the Village Manager or designee and the Village Attorney are authorized to negotiate with the second ranked contractor.

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

**Section 8.**     **Conflicts.** All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

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

Motion to adopt by \_\_\_\_\_, seconded by \_\_\_\_\_.

**FINAL VOTE AT ADOPTION**

**VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS**

Mayor 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"**



P.O. Box 510802 Key Colony Beach, Florida 33051  
305-240-9882  
[www.lps-contracting.com](http://www.lps-contracting.com)  
CGC1516588  
CUC1224542

**Islamorada, Village of Islands  
Lower Matecumbe Canals Culvert Restoration  
Project Construction Services (RFP 24-19)**

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



P.O. Box 510802 Key Colony Beach, Florida 33051

305-240-9882

[www.lps-contracting.com](http://www.lps-contracting.com)

CGC1516588

CUC1224542

# Cover Letter



## Lower Matecumbe Canals Culvert Restoration Project Construction Services (RFP 24-19)



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

Re: **Lower Matecumbe Canals Culvert Restoration Project Construction Services (RFP 24-19)**

### **Cover Letter**

LPS Utilities Inc. DBA LPS Contracting is a minority-owned business and general contractor. Founded in 2014, LPS provides services for public and private sector customers delivering exceptional quality, dependability, and performance for every project. With headquarters in Key Colony Beach, Florida, LPS Contracting is very familiar with the needs and logistical challenges many contractors face in the Florida Keys. We are certified under the provisions of chapter 489, Florida Statutes and Licensed as a Certified General Contractor (CGC1516588) and as an Underground Utility and Excavation Contractor (CUC1224542). LPS holds the United States Longshoreman's Insurance, Jones Act Insurance, and Inland Marine Insurance qualifying us for all scopes of work on or over water.

Our knowledge and experience have allowed us to maintain our reputation for delivering high quality results on time and budget with a safety-first mindset. We continue to prove our ability to successfully complete multi-million-dollar projects in both our marine construction and civil infrastructure divisions. LPS demonstrates the ability to manage and self-perform a wide range of competencies including:

- Underground Utility Installation
- Excavation and Earthworks
- Dredging
- Disaster Recovery Services
- Shoreline Stabilization and Restoration
- Dock and Seawall Construction
- Piling Installation
- Demolition
- Boat Ramp Construction

The intent of the Lower Matecumbe Canals Culvert Restoration Project is to implement restorative technologies to correct impaired water quality in residential canals. The poor water quality was identified through a monitoring program established by the Florida Keys National Marine Sanctuary's Water Quality Protection Program. This program has been working since the mid-1990s to combat sources of pollution and maintain the water quality required for a healthy

marine ecosystem in the sanctuary. A major focus of this program has been to establish a water quality standard, upgrade civil infrastructure impacting this water quality, and restoring residential canals to improve nearshore water quality. The technologies used to improve the water quality for this project is to connect the canals in four areas with 4'x4' concrete box culverts, and in one area with 48" concrete pipe using the jack and bore method under US Route 1.

Throughout the past few years LPS has self-performed and successfully completed canal restoration projects in South Florida by connecting multiple canals to increase the water turnover within the canal system by means of box culverts and elliptical concrete pipe. All these projects consisted of utilizing a wide range of materials, equipment, and strategies to provide an increase in hydraulic flushing and dissolved oxygen concentrations within the canal system. Four of the recent projects are listed below:

**Water Quality Improvement Project Canal #475 Geiger Key**

Monroe Board of County Commissioners - Rhonda Haag

1100 Simonton Street Key West, FL 33040

(305) 395-9928

[haag-rhonda@monroecounty-fl.gov](mailto:haag-rhonda@monroecounty-fl.gov)

The scope of this project was to install two submerged 24" x 38" reinforced elliptical concrete culverts to hydraulically connect Canals #475 and #470 to increase the turnover rate for the canal system achieving the FDEP water quality standards for dissolved oxygen. This work consisted of installing 836 linear feet of elliptical concrete pipe, 192 yards of backfill, 178 yds of flowable fill, constructing three concrete headwalls, two culvert cleanouts, four manatee gates, nearly 15,000 square feet of paving and restoring 11 private lots to pre-existing condition.

**Water Quality Improvement Project Canal #259 Big Pine Key**

Monroe Board of County Commissioners - Rhonda Haag

1100 Simonton Street Key West, FL 33040

(305) 395-9928

[haag-rhonda@monroecounty-fl.gov](mailto:haag-rhonda@monroecounty-fl.gov)

Installation of two submerged 6'x6' reinforced Class IV concrete box culverts to hydraulically connect Canals #259 and #263 to increase the turnover rate for the canal system achieving the FDEP water quality standards for dissolved oxygen. This work consisted of installing 80 linear feet of reinforced concrete box culvert, dredging, dewatering, and disposing of 80 cubic yards of spoils, installing 40 yards of rip rap, constructing four concrete headwalls,

installing four manatee gates, planting 41 red mangroves and 26 green buttonwoods, nearly 2,200 square feet of paving, and restoring 3 private lots to pre-existing condition.

#### **Water Quality Improvement Project Canal #256 Maintenance Canal/Culvert Dredge**

City of Marathon, FL – George Garrett  
9805 Overseas Hwy Marathon, FL 33050  
(305) 289-4130  
[garrettg@ci.marathon.fl.us](mailto:garrettg@ci.marathon.fl.us)

The scope of this project was to remove the accumulated sediment within the dead-end portion of the manmade canal to increase water flow and quality of canal 256 by allowing the incoming tidal flows from the near shore waters of the Atlantic to migrate through the existing culverts under Calle Ensueno. This project consisted of mechanically dredging, dewatering, and disposing of 170 cubic yards of spoils from the canal, removing sediment and muck from 128 linear feet of 36" concrete pipe, and installing four manatee grates on the existing culverts.

#### **Water Quality Improvement Project Canal #257 Maintenance Canal/Culvert Dredge**

City of Marathon, FL – George Garrett  
9805 Overseas Hwy Marathon, FL 33050  
(305) 289-4130  
[garrettg@ci.marathon.fl.us](mailto:garrettg@ci.marathon.fl.us)

The intent of this project was to increase the water quality of Canal #257 by allowing the incoming tidal flows from the near shore waters of the Atlantic to migrate through the canal under Spoonbill Drive. This work consisted of installing 60 linear feet of 6'x6' reinforced class IV concrete box culvert with two manatee gates, dredging, dewatering, and disposing of 417 cubic yards of spoils, installing 231 cubic yards of rip rap, and removing sediment and muck from 50 linear feet of 64" pipe. A berm was also excavated to allow the egress of flotsam known to accumulate in this canal. This project increased the water turnover rate by almost three times the pre-construction condition.

Since 2014, LPS has also successfully completed jack/bore and micro tunnelling projects in Texas, Oklahoma, and Iowa:

#### **Southwest Bexar Fiberglass Sewer Pipeline, Segment 4**

Owner: San Antonio Water System (SAWS)  
State: Texas  
Scope: LPS installed 23,000 LF (4.35 miles) of 66' fiberglass pipe, 9600 LF (1.81 miles) of 24" fiberglass pipe, and approximately 5,920 LF (1.12 miles) of 18" pipe primarily

consisting of open cut construction of depths up to 40 feet deep with 1,090 feet of 96" tunnelling.

**30" Raw Water Transmission Line**

Owner: Village of Shawnee

State: Oklahoma

Scope: LPS installed 47,974 LF (9.08 miles) of 30" water transmission pipe including 42" auger boring and 36" HDPE directional drilling.

**Contract B - Force Mains**

Owner: City of Clinton

State: Iowa

Scope: LPS installed four 72.5" tunnels, one 59" tunnel, and one 41" tunnel to connect points to existing sanitary plant in excess of 35' below the water table. This project consisted of tunnelling under the Mississippi River Basin.

LPS Utilities, Inc. DBA LPS Contracting is committed to maintaining our reputation for delivering high-quality results on time and budget while maintaining a safety-first mindset throughout each project. Our main goal for this project is to ensure new infrastructure is built for the Village of Islamorada so residents of Lower Matecumbe can enjoy the clean and clear water their canals once offered.

For this project, all construction activities will be performed in accordance with the plans designed and engineered by WSP, the permits from Army Corps of Engineers (USACE) , Florida Department of Environmental Protection (FDEP), and the Florida Department of Transportation (FDOT) requirements, and in accordance with all specifications required by the Village of Islamorada.

Sincerely,

A handwritten signature in black ink, appearing to read "JW", with a stylized flourish at the end.

Jennifer Wilson

President - LPS Utilities Inc. DBA LPS Contracting





P.O. Box 510802 Key Colony Beach, Florida 33051

305-240-9882

[www.lps-contracting.com](http://www.lps-contracting.com)

CGC1516588

CUC1224542

# Company Overview



**Lower Matecumbe Canals Culvert Restoration Project  
Construction Services (RFP 24-19)**



## **Company Overview**

LPS Utilities Inc. DBA LPS Contracting is a minority owned business and general contractor specializing in marine construction, infrastructure rehabilitation, and waterfront restoration here in the Florida Keys. With over 25 years of General Contracting experience, we specialize in all aspects of marine construction and civil site work. We hold the Certified General Contractor (CGC1516588) and Underground Utility and Excavation Contractor (CUC1224542) licenses. We also hold the United States Longshoreman's and Jonest Act Insurance, as well as the Inland Marine Insurance, fully protecting all our customers and allowing us to handle any scope of work on or over water.

Having company headquarters in Key Colony Beach, we have performed in over 17 different states, but now primarily offer our services in Central, South Florida, and the Florida Keys.

In the last few years, we have completed nearly 300 projects in South Florida alone. Our marine division offers recovery & restoration services for commercial and residential waterfront locations. We have the experience, equipment, and manpower to take on any waterfront restoration project covering all aspects of scope. This includes shoreline stabilization and restoration projects, disaster recovery projects, and marine improvements projects such as dock building, dredging, piling installation, and seawalls. Our civil sitework projects include grubbing, clearing, demolition, grading, excavation, and underground utility installation.

LPS Utilities Inc. DBA LPS Contracting is committed to maintaining our reputation for delivering high-quality results on time and budget while maintaining a safety-first mindset during every project. We create an efficient work environment to deliver dependable high-quality services and performance to complete every project on schedule.

LPS Utilities Inc. DBA LPS Contracting is a sole owned proprietorship of Jennifer Wilson

### ***Mailing Address***

*P.O. Box 510802 Key Colony Beach, FL 33051*

### ***Physical Address***

300 Sadowski Causeway Suite 309  
Key Colony Beach, FL 33051



## **Management Staff**

With LPS, you will be working with experienced professional personnel, management, and crews. The three management professionals that will be responsible for this project include the following individuals:

### **Adam Giles – Project Manager**

Mr. Giles has 11 years of engineering and project management experience in manufacturing, transportation, tooling engineering, and the construction industries. Adam lead the design of a \$27m project and was the key representative to a multi-billion dollar transportation manufacturer. More recently, Adam continues to manage personnel and construction projects for both public and private sectors, managing over \$14 million in projects in the last year in the Florida Keys alone.

### **Joe Merryman – Superintendent**

Mr. Merryman has over 30 years of experience as an operator and superintendent in the heavy equipment construction industry. He has worked on jobs ranging from \$12,000.00 to \$33m for both the private and public sector. He self-performed excavation, diagonal drilling and installation of thousands of miles of oil line, waterline, and sanitation line in twelve different states in the Midwest, Northwest and South-central United States. He was a key factor in the \$5 billion investment in Iowa for Google's Data Collection Center installing cooling lines to and from the Mississippi river.

In addition to the management staff, we will also have 15 additional professionals allocated to this project that work out of our Headquarters in Key Colony Beach, Florida. These personnel consist of laborers, foreman, accountants, and contract administrators.

## **Project Management Experience/Project Examples**

Having over 25 years of General Contracting experience, LPS Utilities, Inc. DBA LPS Contracting is one of the leading providers of construction services in the Florida Keys. We have successfully managed, self-performed, and delivered projects in over 17 states and recently completed over 300 projects in South Florida.

We hold both our State of Florida General Contractors and Underground Utility Contractors Licenses, the United States Longshoreman's insurance, the Jones Act Insurance, and Inland Marine Insurance qualifying us for any scope of work on or over water while fully protecting our customers.

With most of our staff living in the Florida Keys, we are very familiar with the complex challenges the construction industry faces in this part of the country. LPS has extensive knowledge of the requirements and construction conditions of the Army Corps of Engineers (ACOE), Florida Department of Environmental Protection (FDEP), Florida Fish and Wildlife Conservation Commission (FWC), Florida Keys National Marine Sanctuary (FKNMS), and the National Oceanic Atmospheric Association (NOAA).

With sustainability being one of our key principles, we are very familiar with the environmental resources the Florida Keys offer and the sensitive ecosystem we get to call home. With every project, we exceed the safe practices required for marine construction and ensure our work does not pose any threat or danger to the environment.

In recent years, LPS Utilities Inc. DBA LPS Contracting has teamed up with local municipalities to successfully manage and complete water quality improvement projects to enhance the benthic community in the Florida Keys by various methods. By completing these projects, we successfully increased the dissolved oxygen content in the canal systems in multiple areas, helping to improve the ecosystem and alleviate the impact economic growth and historical methods of design and construction has had on the Florida Keys over the last few decades.

We have also been responsible for managing and coordinating the planting of vegetation native to the Florida Keys, such as mangroves and buttonwoods, to ensure what impacts we do have on the environment are mitigated to the best of our ability.

## Previous Experience

### Water Quality Improvement Project Canal #475 Geiger Key 8-2-2022

Monroe Board of County Commissioners - (305) 395-9928

**Contract #:**

**Initiated:** Feb 15 2023

**Contract Amount:** \$1,600,000.00

**Completed:** Oct 24 2023

Installation of two submerged 24" x 38" reinforced elliptical concrete culverts to hydraulically connect Canals #475 and #470 to increase the turnover rate for the canal system achieving the FDEP water quality standards for dissolved oxygen. This work consisted of installing 836 linear feet of elliptical concrete pipe, 192 yards of backfill, 178 yds of flowable fill, constructing three concrete headwalls, two culvert cleanouts, four manatee gates, nearly 15,000 square feet of paving and restoring 11 private lots to pre-existing condition.

### Water Quality Improvement Project Canal #259 Big Pine Key 8-2-2022

Monroe Board of County Commissioners - (305) 395-9928

**Contract #:**

**Initiated:** Dec 07 2023

**Contract Amount:** \$760,000.00

**Completed:** Oct 27 2023

Installation of two submerged 6'x6' reinforced Class IV concrete box culverts to hydraulically connect Canals #259 and #263 to increase the turnover rate for the canal system achieving the FDEP water quality standards for dissolved oxygen. This work consisted of installing 80 linear feet of reinforced concrete box culvert, dredging, dewatering, and disposing of 80 cubic yards of spoils, installing 40 yards of rip rap, constructing four concrete headwalls, installing four manatee gates, planting 41 red mangroves and 26 green buttonwoods, nearly 2,200 square feet of paving, and restoring 3 private lots to pre-existing condition.

### Water Quality Improvement Project Canal #256 Maintenance Canal/Culvert Dredge

City of Marathon, FL - (305) 289-4130

**Contract #:** PL-2020-001 / PL-2020-002

**Initiated:** June 09 2020

**Contract Amount:** \$59,270.00

**Completed:** July 01 2020

The scope of this project was to remove the accumulated sediment within the dead-end portion of the manmade canal to increase water flow and quality of canal 256 by allowing the incoming tidal flows from the near shore waters of the Atlantic to migrate through the existing culverts under Calle Ensueno. This project consisted of mechanically dredging, dewatering, and disposing of 170 cubic yards of spoils from the canal, removing sediment and muck from 128 linear feet of 36" concrete pipe, and installing four manatee grates on the existing culverts.

### Water Quality Improvement Project Canal #257 Maintenance Canal/Culvert Dredge

City of Marathon, FL - (305) 289-4130

**Contract #:** 2019-111

**Initiated:** Nov 11 2019

**Contract Amount:** \$288,868.92

**Completed:** May 25 2020

The intent of this project was to increase the water quality of Canal #257 by allowing the incoming tidal flows from the near shore waters of the Atlantic to migrate through the canal under Spoonbill Drive. This work consisted of installing 60 linear feet of 6'x6' reinforced class IV concrete box

culvert with two manatee gates, dredging, dewatering, and disposing of 417 cubic yards of spoils, installing 231 cubic yards of rip rap, and removing sediment and muck from 50 linear feet of 64" pipe. A berm was also excavated to allow the egress of flotsam known to accumulate in this canal. This project increased the water turnover rate by almost three times the pre-construction condition.

### **Duck Key Maintenance Canal Dredge**

Duck Key Community Benefit Inc. - (954) 609-1331

**Contract #:** 18-2700

**Initiated:** April 17 2019

**Contract Amount:** \$194,146.00

**Completed:** Apr 30 2019

The scope of this project was to increase the water quality, increase the navigational safety and decrease the rotting organic vegetation throughout the canal system on Duck Key. The work consisted of dredging, dewatering, and disposing of 2,455 cubic yards of spoils.

### **Sunrise Isle Canal Restoration Project – Sunrise Isle Canal Marathon, FL**

Roger Guerrero - (202) 468-1957

**Contract #:** 18-2200

**Initiated:** Nov 1 2018

**Contract Amount:** \$683,762.00

**Completed:** Jan 23 2019

The scope of this project was to remove sediment and debris from the canal system to enhance water quality and provide safe navigation for residents along the canal. LPS was the prime contractor on this project. We provided the dredging, dewatering, disposing of 23,000 cubic yards of spoils and debris, provided the homeowners with a pre-construction elevation survey and post construction elevation engineer report sign off.

### **Postcard Inn – 84001 Overseas Highway, Islamorada**

Rob Baker - (202) 468-1957

**Contract #:** 18-100

**Initiated:** Jan 15 2018

**Contract Amount:** \$3,000,000.00

**Completed:** Sept 09 2018

The scope of this project was marina restoration due to damages caused by Hurricane Irma. LPS was the prime contractor on this project. We provided the excavation and clearing of hurricane debris, demolition, and trenching services, removed 211 pilings, installed 13 finger piers, 5 decks including 299 piling and installed 15,760 square feet of decking.

### **Cape Coral Maintenance Dredge – Cape Coral, FL**

City of Cape Coral

**Contract #:** 22-1100

**Initiated:** Jan 2022

**Contract Amount:** \$1,205,898.40

**Completed:** Sept 2022

The scope of this project was to provide maintenance dredging services to several canals in the Cape Coral jurisdiction. LPS was hired to mechanically dredge, dewater, and dispose of 18,652.69 cubic yards of spoils.

**Ocean Breeze – 101 11<sup>th</sup> St Ocean Marathon, FL**

Jose Monet - (321) 276-5183

**Contract #:** 18-1300

**Initiated:** July 28 2019

**Contract Amount:** \$1,100,000.00

**Completed:** Dec 15 2019

The scope of this project was to prepare the site for building 48 single family residences, install underground utilities, restore, and stabilize the shoreline. LPS installed 920 linear feet of water main and 50 services. We installed 48 sanitary laterals with cleanouts and prepared 1,767 square yards of roadway subgrade. For shoreline restoration, LPS installed 463 cubic yards of rip rap, replaced 190 linear feet of concrete cap on seawall and installed 172 linear feet of new seawall. We drove 36 dock piles and 30 mooring piles before completing construction with the installation of an 838 square foot wood framed dock with premium decking.

**Key Colony Beach Club – 501 E Ocean Drive Key Colony Beach, FL**

**Contract #:** 19-400

**Initiated:** July 22 2019

**Contract Amount:** \$450,000.00

**Completed:** Oct 10 2019

The scope of this project was to provide dirt work and stabilization for 2 building pads totaling 1,158 cubic yards. LPS demolished existing buildings, repaired the property's jetty, installed 770 linear feet of 15" exfiltration trench with 5 type C inlets, 4 drain basin, and 4 inline drains.

**Sunset Harbor – 5031 5<sup>th</sup> Ave Key West, FL**

Brad Pinover - (321) 271-5183

**Contract #:** 19-300

**Initiated:** Feb 01 2019

**Contract Amount:** \$650,000.00

**Completed:** April 13 2019

The scope of this project was to provide restoration services to the marina. LPS provided demolition of existing seawall and installed 630 linear feet of steel seawall with concrete cap.

**Toms Harbor Island – Toms Harbor Keys Marathon, FL**

Harrison Merrill - (678) 777-3506

**Contract #:** 19-3400

**Initiated:** Sept 26 2019

**Contract Amount:** \$100,100.00

**Completed:** Nov 25 2019

The scope of this project was to construct an access walkway and dock on a remote island. LPS installed 2,200 square feet of decking and 121 timber pilings.

**419 Sombrero – 419 Sombrero Beach Rd. Marathon, FL**

Irina Rivera

**Contract #:** 24-100

**Initiated:** Jan 12 2024

**Contract Amount:** \$82,790.00

**Completed:** March 20 2024

The scope of this project was to construct a residential dock. LPS installed a 637 square foot wood dock with 22 timber pilings.

**841 W Ocean – 841 W Ocean Dr. Key Colony Beach, FL**

Jesse Schmidt

**Contract #:** 24-200

**Initiated:** Jan 18 2024

**Contract Amount:** \$104,225.00

**Completed:** March 28 2024

The scope of this project was to construct a residential dock. LPS installed a 565 square foot wood dock with 32 timber pilings.

**356 Stirrup – 356 Stirrup Key, Marathon, FL**

Frank Ottolino

**Contract #:** 24-400

**Initiated:** Feb 26 2024

**Contract Amount:** \$40,500.00

**Completed:** March 28 2024

The scope of work for this project was to perform maintenance dredging at a seawall for a residential boat lift. LPS dredged 73 cubic yards of dredge spoils and completed the project in one day from BMP inspection to final completion.

**1998 Coco Plum – 1998 Coco Plum Dr. Marathon, FL**

Tony Filinski

**Contract #:** 24-700

**Initiated:** Mar 3 2024

**Contract Amount:** \$111,226

**Completed:** April 2 2024

The scope of work for this project was to construct a residential dock and walkway. LPS installed a 543 square foot timber dock with 28 pilings.

**1250 24<sup>th</sup> St. – 1250 24<sup>th</sup> St. Marathon, FL**

Dale Perrigo

**Contract #:** 24-800

**Initiated:** Mar 8 2024

**Contract Amount:** \$94,240.00

**Completed:** April 9 2024

The scope of work for this project was to construct a residential dock and walkway. LPS installed a 536 square foot timber dock with 32 pilings.

**57030 Morton St. – 57030 Morton St. Marathon, FL**

Dasign Source

**Contract #:** 24-1700

**Initiated:** Apr 12 2024

**Contract Amount:** \$162,550.00

**Completed:** Aug 10 2024

The scope of work for this project was to demo and dispose of an existing timber dock and construct a new residential dock and walkway. LPS installed a 975 square foot timber dock and walkway with 49 pilings.

**1800 Atlantic Shoreline Stabilization – 1800 Atl. Blvd. Key West, FL**

1800 Atlantic Condominiums

**Contract #:** 24-2100

**Contract Amount:** \$1,295,668.31

**Initiated:** May 10 2024

**Completed:** Aug 16 2024

The scope of work for this project was to demo and excavate existing rip rap shoreline and install three rock revetments to protect the condo ranging from 140' to 212' in length. LPS was able to furnish and install 2,150 ton of 36" armor stone, 410 ton of bedding stone and 1,210 ton of sand for beach restoration in less than 20 days.

#### **497 Sombrero – 497 Sombrero Beach Rd. Marathon, FL**

Steve Van Lue

**Contract #:** 24-2300

**Initiated:** July 10 2024

**Contract Amount:** \$87,670.00

**Completed:** Aug 19 2024

The scope of work for this project was to demo and dispose of an existing timber dock and construct a new residential dock and walkway. LPS installed a 661 square foot timber dock, sun-deck and walkway with 18 pilings.

#### **239 Pescayo Lot #10 – 239 Pescayo Ave Marathon, FL**

Jeff Estevez

**Contract #:** 23-3200

**Initiated:** Sept 22 2023

**Contract Amount:** \$70,463.00

**Completed:** Oct 09 2023

The scope of this project was to construct a residential dock and walkway with private mooring. LPS installed a 599 square foot wood dock with 23 timber pilings.

#### **227 Pescayo Lot #4 – 227 Pescayo Ave Marathon, FL**

Guillermo Torres Jr.

**Contract #:** 23-2900

**Initiated:** Sept 14 2023

**Contract Amount:** \$53,004.00

**Completed:** Sept 29 2023

The scope of this project was to construct a residential dock and walkway with private mooring. LPS installed a 534 square foot wood dock with 25 timber pilings.

#### **Palm Island Bridge – 1 Palm Island Drive Marathon, FL**

Mark Fischer

**Contract #:** 23-2700

**Initiated:** Oct 02 2023

**Contract Amount:** \$690,120.00

**Completed:** Oct 23 2023

The scope of this project was to install bridge pilings to connect Marathon to a private island. LPS was hired to demolish and dispose of an existing 263 linear foot concrete bridge and install 54 18x18 precast concrete pilings.

#### **251 Pescayo Lot #16 – 251 Pescayo Ave Marathon, FL**

Wilgen Torres

**Contract #:** 23-2500

**Initiated:** Aug 02 2023

**Contract Amount:** \$71,838.00

**Completed:** Aug 17 2023

The scope of this project was to construct a residential dock and walkway with private mooring. LPS installed a 597 square foot wood dock with 25 timber pilings.

#### **499 Sombrero – 499 Sombrero Beach Rd. Marathon, FL**

Luisa FitzPatrick

**Contract #:** 23-2400

**Initiated:** Sept 06 2023

**Contract Amount:** \$63,950.00

**Completed:** Sept 25 2023

The scope for this project was to remove and replace a residential dock and walkway with a new dock and walkway with the addition of a floating kayak dock. LPS installed a 428 square foot wood dock with 16 timber pilings and a 120 square foot floating kayak dock.

#### **7942 Gulfstream – 7942 Gulfstream Marathon, FL**

Manny Sanchez

**Contract #:** 23-2200

**Initiated:** July 12 2023

**Contract Amount:** \$63,950.00

**Completed:** Aug 18 2023

The scope of this project was to remove and replace a residential dock and walkway and install a new timber frame dock. LPS installed a 537 square foot wood dock with composite decking and fiberglass grates and 29 timber pilings.

#### **255 Pescayo – 255 Pescayo Ave Marathon, FL**

Guillermo Torres

**Contract #:** 23-2100

**Initiated:** May 11 2023

**Contract Amount:** \$54,286.00

**Completed:** June 23 2023

The scope of this project was to construct a residential dock and walkway with private mooring. LPS installed a 500 square foot wood dock with composite decking and 23 timber pilings.

#### **100 Pirates Cove – 100 Pirates Cove Stirrup Key Marathon, FL**

Butch Mitchell

**Contract #:** 23-1800

**Initiated:** Aug 21 2023

**Contract Amount:** \$79,900.00

**Completed:** Aug 31 2023

The scope of this project was to demo and dispose of a swim platform and walkway and construct an observation platform with walkway. LPS installed a 480 square foot timber framed observation platform and walkway with composite decking, fiberglass grating, and 23 timber pilings.

#### **237 Pescayo – 237 Pescayo Ave Marathon, FL**

Ricardo Galvez

**Contract #:** 23-1700

**Initiated:** Apr 22 2023

**Contract Amount:** \$52,500.00

**Completed:** May 11 2023

The scope of this project was to construct a residential dock and walkway with private mooring. LPS installed a 517 square foot wood dock with 21 timber pilings.



**11900 2<sup>nd</sup> Ave Gulf – 11900 2<sup>nd</sup> Ave Gulf Marathon, FL**

Keith Simpson

**Contract #:** 23-1600

**Initiated:** June 12 2023

**Contract Amount:** \$89,820.00

**Completed:** July 15 2023

The scope of this project was to demolish and dispose of wood dock and mooring piles, and construct a new residential dock and walkway with private mooring. LPS installed a 347 square foot wood dock with fiberglass grating and 25 - 12"x12" precast concrete pilings.

**247 Pescayo – 247 Pescayo Ave Marathon, FL**

Mike Torres

**Contract #:** 23-1400

**Initiated:** May 08 2023

**Contract Amount:** \$53,672.00

**Completed:** June 06 2023

The scope of this project was to construct a new residential dock and walkway with private mooring. LPS installed a 533 square foot wood dock and 23 timber pilings.

**233 Pescayo – 233 Pescayo Ave Marathon, FL**

Oscar Fernandez

**Contract #:** 23-1300

**Initiated:** April 10 2023

**Contract Amount:** \$52,146.00

**Completed:** April 27 2023

The scope of this project was to construct a new residential dock and walkway with private mooring. LPS installed a 464 square foot wood dock and 23 timber pilings.

**235 Pescayo – 235 Pescayo Ave Marathon, FL**

Jorge Ulloa

**Contract #:** 23-1100

**Initiated:** April 15 2023

**Contract Amount:** \$52,500.00

**Completed:** May 17 2023

The scope of this project was to construct a new residential dock and walkway with private mooring. LPS installed a 517 square foot wood dock and 21 timber pilings.

**231 Pescayo – 231 Pescayo Ave Marathon, FL**

Kim Show

**Contract #:** 23-1000

**Initiated:** April 05 2023

**Contract Amount:** \$53,000.00

**Completed:** April 27 2023

The scope of this project was to construct a new residential dock and walkway with private mooring. LPS installed a 464 square foot wood dock and 23 timber pilings.

**245 Pescayo – 245 Pescayo Ave Marathon, FL**

Orestes Llorent

**Contract #:** 23-800

**Initiated:** May 03 2023

**Contract Amount:** \$55,000.00

**Completed:** May 31 2023

The scope of this project was to construct a new residential dock and walkway with private mooring. LPS installed a 517 square foot wood dock and 21 timber pilings.

**229 Pescayo – 229 Pescayo Ave Marathon, FL**

Sean Jennings

**Contract #:** 23-700

**Initiated:** March 31 2023

**Contract Amount:** \$55,000.00

**Completed:** April 10 2023

The scope of this project was to construct a new residential dock and walkway with private mooring. LPS installed a 464 square foot wood dock and 23 timber pilings.

**241 Pescayo – 241 Pescayo Ave Marathon, FL**

Pete Lugo

**Contract #:** 23-600

**Initiated:** April 28 2023

**Contract Amount:** \$55,000.00

**Completed:** May 23 2023

The scope of this project was to construct a new residential dock and walkway with private mooring. LPS installed a 517 square foot wood dock and 21 timber pilings.

**150 Coco Plum – 100 Ave I Slip 47& 48 Coco Plum Key, Marathon, FL**

Andre Nedosplov

**Contract #:** 23-300

**Initiated:** Sept 01 2023

**Contract Amount:** \$46,400.00

**Completed:** Sept 08 2023

The scope of this project was to dredge, demo and dispose of existing finger pier and mooring piles and construct a new finger pier and mooring piles. LPS dredged, dewatered and disposed of 51 cubic yards of spoils, installed a 103 square foot wood dock with 8 timber pilings and installed 8 timber mooring piles.

**104 Bimini – 104 Bimini Duck Key, FL**

Julie Whitehead

**Contract #:** 23-200

**Initiated:** June 01 2023

**Contract Amount:** \$98,475.00

**Completed:** June 20 2023

The scope of this project was to demo, dispose, and replace a wood dock and timber piles. LPS demolished and disposed of a wood dock and timber piles and replaced it with a 535 square foot wood dock and 23 timber pilings.

**1925 Ave H – 1925 Ave H Marathon, FL**

Nick Bucci

**Contract #:** 22-3500

**Initiated:** May 18 2023

**Contract Amount:** \$48,990.00

**Completed:** June 22 2023

The scope of this project was to construct a new residential dock and walkway with private mooring. LPS installed a 422 square foot wood dock and 19 timber pilings.

**Willow Lake Estates - Elgin, IL**

MHC-Deana Financing Limited Partnership

**Contract #:** 22-2900

**Initiated:** Oct 24 2022

**Contract Amount:** \$966,723.08

**Completed:** Nov 14 2022

The scope of this project was to restore the seawall at Willow Lake Estates. LPS demolished and disposed of the existing seawall and dock sections and installed 1,781 linear feet of steel seawall and tie backs.

**Wellen Park Village K – Wellen Park Village K North Port, FL**

Wellen Park LLLP

**Contract #:** 22-3400

**Initiated:** Oct 27 2022

**Contract Amount:** \$24,000,00.00

**Completed:** Nov 30 2023

The scope of this project was to provide sitework and utility installation for a new housing community. LPS excavated roughly 2,632,000 cubic yards of earth, graded 1,135,124 cubic yards of lots for construction, added and compacted 65,799 cubic yards of shell for road stabilization and installed \$11,099,976 worth of water, sanitation, and storm utilities. This project was completed 2 months ahead of schedule.

**1131 Calle Ensenada – 1131 Calle Ensenada Marathon, FL**

Oscar Antigua

**Contract #:** 22-2500

**Initiated & Completed:** August 2022

**Contract Amount:** \$66,200.00

The scope of this project was to construct a new residential dock and walkway with private mooring. LPS installed a 470 square foot wood dock and 20 timber pilings.

**Coral Lagoon – Coral Lagoon Marina Marathon, FL**

Ken Coggins

**Contract #:** 22-2200

**Initiated & Completed:** June 2022

**Contract Amount:** \$40,500.00

The scope of this project was to restore the fueling station area of the marina. LPS removed and replaced existing fender pilings and dredged, dewatered, and disposed of 88 cubic yards of spoils.

**154 N Indies – 154 N Indies Dr Duck Key, FL**

Pat McLaughlin

**Contract #:** 22-2100

**Initiated & Completed:** May 2022

**Contract Amount:** \$127,385.00

The scope of this project was to rebuild a residential dock and mooring. LPS removed and disposed of existing dock and timber piles, installed 50 timber piles, and installed two wood docks with a footprint of 657 square feet.

**261 11th – 261 11th St Marathon, FL**

Mike Raymond

**Contract #:** 22-2000

**Initiated & Completed:** May 2022

**Contract Amount:** \$23,800.00

The scope of this project was to install a residential dock. LPS installed a 150 square foot wood dock with 8 timber piles.

**Riverside Shoreline – Jensen Beach, FL**

Jose Monet - (321) 276-5183

**Contract #:** 22-1900

**Initiated:** April 2022

**Contract Amount:** \$650,134.00

**Completed:** December 2023

The scope of this project was to restore and rebuild the shoreline adjacent to mobile home development that was being constructed. LPS managed the installation of 1400 cubic yards of rip rap, 146 linear feet of vinyl seawall, and a 564 square foot wood pier with covered overlook.

**530 Sombrero – 530 Sombrero Beach Rd Marathon, FL**

Sabeth Rodriguez - (305) 951-9397

**Contract #:** 22-1400

**Initiated & Completed:** May 2022

**Contract Amount:** \$61,975.00

The scope of this project was to install a new residential dock. LPS installed 18 timber pilings and 605 square feet of wood dock with premium decking.

**538 Sombrero – 538 Sombrero Beach Rd Marathon, FL**

Arlene Rodriguez - (305) 725-6222

**Contract #:** 22-1300

**Initiated & Completed:** May 2022

**Contract Amount:** \$65,129.00

The scope of this project was to install a new residential dock. LPS installed 22 timber pilings and 493 square feet of wood dock with premium decking.

**800 10<sup>th</sup> – 800 10<sup>th</sup> Key Colony Beach, FL**

Robby Blanchard

**Contract #:** 22-900

**Initiated & Completed:** May 2022

**Contract Amount:** \$202,700.00

The scope of this project was to rebuild a residential dock and seawall. LPS removed and disposed of existing seawall, wood dock, and timber pilings, installed 75 linear feet of vinyl seawall sheets with a concrete cap, 16 – 12"x12" concrete dock pilings and a 375 square foot timber framed dock.

**220 15<sup>th</sup> St – 220 15<sup>th</sup> St Circle Key Colony Beach, FL**

Dennis Klima

**Contract #:** 22-800

**Initiated & Completed:** April 2022

**Contract Amount:** \$18,000.00

The scope of this project was to rebuild a residential dock. LPS removed and disposed of existing wood dock, and timber pilings, installed 310 square foot wood framed dock and 14 - 12" diameter timber dock pilings.

**11175 CR 905 – Key Largo, FL**

Wilhelmus Marcellus Van Der Vlugt

**Contract #:** 22-500

**Initiated & Completed:** March 2022

**Contract Amount:** \$626,150.00

The scope of this project was to rebuild a residential boat basin. LPS removed and disposed of existing 380 linear foot concrete seawall and steel sheet piling and replaced with a new 380 linear feet of steel sheet piling and concrete cap. We also restored 125 cubic yards of backfill and 150 cubic yards of rip rap.

**2001 Sombrero – 2001 Sombrero Beach Rd. Marathon, FL**

Trip Textoris

**Contract #:** 22-300

**Initiated & Completed:** Feb 2022

**Contract Amount:** \$81,620.00

The scope of this project was to rebuild a residential dock. LPS removed and disposed of existing wood dock and timber mooring pilings, installed 692 square foot wood framed dock and 14 - 12"x12" precast concrete dock pilings.



P.O. Box 510802 Key Colony Beach, Florida 33051  
305-240-9882  
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# Project Approach



**Lower Matecumbe Canals Culvert Restoration Project  
Construction Services (RFP 24-19)**



P.O. Box 510802 Key Colony Beach, Florida 33051  
305-240-9882  
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# Palm Drive

**Lower Matecumbe Canals Culvert Restoration Project  
Construction Services (RFP 24-19)**



LPS proposes completing this portion of the project using the open trench method. All construction debris and excavated fill will be hauled off site immediately to eliminate the unnecessary stockpiling of material. This portion of the project will be set up into four different categories:

#### **Preconstruction**

- Identify all existing utilities within project area
- Identify all artificial obstructions within project area
- Inspect project area for presence of T&E species
- Preconstruction safety meeting with all project personnel and subcontractors/suppliers

#### **Mobilization**

- Surveyor stake and mark culvert offsets and benchmarks
- Install turbidity barrier
- Install silt fence
- Trim and prune vegetation
- Set up the dewatering dumpster
- Initiate MOT

#### **Project Execution**

- Install steel sheets piles for cofferdam/shoring
- Excavation and dewatering
- Install bedding stone and box culverts
- Backfill and compact culvert
- Set headwalls and manatee gates
- Install rip rap approach
- Paving

#### **Project Completion/Punch-list**

- Cleanup
- As-built Survey
- Demobilization
- Private and public property restoration
- Remove erosion control devices
- Remove turbidity barriers
- Remove dewatering dumpster
- Remove MOT



The machines/equipment we expect to utilize are listed below:

- PC228 excavator
- PC360 excavator
- WA250 front end loader
- 2 – 8” dewatering pumps
- 1 – 6” dewatering pump
- 6 - 8’x20’ road plates
- Steel sheet piles/cofferdam
- Paver/roller



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# Sandy Cove Avenue

**Lower Matecumbe Canals Culvert Restoration Project  
Construction Services (RFP 24-19)**

LPS proposes completing this portion of the project using the open trench method. All construction debris and excavated fill will be hauled off site immediately to eliminate the unnecessary stockpiling of material. This portion of the project will be set up into four different categories:

#### **Preconstruction**

- Identify all existing utilities within project area
- Identify all artificial obstructions within project area
- Inspect project area for presence of T&E species
- Preconstruction safety meeting with all project personnel and subcontractors/suppliers

#### **Mobilization**

- Surveyor stake and mark culvert offsets and benchmarks
- Install turbidity barrier
- Install silt fence
- Trim and prune vegetation
- Set up the dewatering dumpster
- Initiate MOT

#### **Project Execution**

- Install steel sheets piles for cofferdam/shoring
- Excavation and dewatering
- Install bedding stone and box culverts
- Backfill and compact culvert
- Set headwalls and manatee gates
- Install rip rap approach
- Paving

#### **Project Completion/Punch-list**

- Cleanup
- As-built Survey
- Demobilization
- Private and public property restoration
- Remove erosion control devices
- Remove turbidity barriers
- Remove dewatering dumpster
- Remove MOT

The machines/equipment we expect to utilize are listed below:

- PC228 excavator
- PC360 excavator
- WA250 front end loader
- 2 – 8” dewatering pumps
- 1 – 6” dewatering pump
- 6 - 8’x20’ road plates
- Steel sheet piles/cofferdam
- Paver/roller



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# White Marlin Blvd.

**Lower Matecumbe Canals Culvert Restoration Project  
Construction Services (RFP 24-19)**

LPS proposes completing this portion of the project using the open trench method. All construction debris and excavated fill will be hauled off site immediately to eliminate the unnecessary stockpiling of material. This portion of the project will be set up into four different categories:

#### **Preconstruction**

- Identify all existing utilities within project area
- Identify all artificial obstructions within project area
- Inspect project area for presence of T&E species
- Preconstruction safety meeting with all project personnel and subcontractors/suppliers

#### **Mobilization**

- Surveyor stake and mark culvert offsets and benchmarks
- Install turbidity barrier
- Install silt fence
- Trim and prune vegetation
- Set up the dewatering dumpster
- Initiate MOT

#### **Project Execution**

- Install steel sheets piles for cofferdam/shoring
- Excavation and dewatering
- Install bedding stone and box culverts
- Backfill and compact culvert
- Set headwalls and manatee gates
- Install rip rap approach
- Paving

#### **Project Completion/Punch-list**

- Cleanup
- As-built Survey
- Demobilization
- Private and public property restoration
- Remove erosion control devices
- Remove turbidity barriers
- Remove dewatering dumpster
- Remove MOT

The machines/equipment we expect to utilize are listed below:

- PC228 excavator
- PC360 excavator
- WA250 front end loader
- 2 – 8” dewatering pumps
- 1 – 6” dewatering pump
- 6 - 8’x20’ road plates
- Steel sheet piles/cofferdam
- Paver/roller



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# Lakeview Drive

**Lower Matecumbe Canals Culvert Restoration Project  
Construction Services (RFP 24-19)**



LPS proposes completing this portion of the project using the open trench method. All construction debris and excavated fill will be hauled off site immediately to eliminate the unnecessary stockpiling of material. This portion of the project will be set up into four different categories:

#### **Preconstruction**

- Relocation of recreational vessels
- Identify all existing utilities within project area
- Identify all artificial obstructions within project area
- Inspect project area for presence of T&E species
- Preconstruction safety meeting with all project personnel and subcontractors/suppliers

#### **Mobilization**

- Surveyor stake and mark culvert offsets and benchmarks
- Install turbidity barrier
- Install silt fence
- Trim and prune vegetation
- Set up the dewatering dumpster
- Initiate MOT

#### **Project Execution**

- Install steel sheets piles for cofferdam/shoring
- Excavation and dewatering
- Install bedding stone and box culverts
- Backfill and compact culvert
- Set headwalls and manatee gates
- Install rip rap approach
- Paving
- Seawall reconstruction

#### **Project Completion/Punch-list**

- Cleanup
- As-built Survey
- Demobilization
- Private and public property restoration
- Remove erosion control devices
- Remove turbidity barriers
- Remove dewatering dumpster
- Remove MOT

The machines/equipment we expect to utilize are listed below:

- PC228 excavator
- PC360 excavator
- WA250 front end loader
- JD250 barge mounted excavator
- 2 – 8” dewatering pumps
- 1 – 6” dewatering pump
- 10 - 8’x20’ road plates
- 4 – 20’ I-Beams
- Steel sheet piles/cofferdam
- Paver/roller



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# US-1

**Lower Matecumbe Canals Culvert Restoration Project  
Construction Services (RFP 24-19)**

LPS proposes completing this portion of the project using micro tunnelling. All construction debris and excavated fill will be hauled off site immediately to eliminate the unnecessary stockpiling of material. This portion of the project will be set up into four different categories:

#### **Preconstruction**

- Geotechnical boring for subsurface conditions
- Identify all existing utilities within project area
- Identify all artificial obstructions within project area
- Inspect project area for presence of T&E species
- Preconstruction safety meeting with all project personnel and subcontractors/suppliers

#### **Mobilization**

- Surveyor stake and mark culvert offsets and benchmarks
- Install turbidity barrier
- Install silt fence
- Trim and prune vegetation
- Set up the dewatering dumpsters
- Initiate MOT

#### **Project Execution**

- Install sending and receiving pits
- Install micro tunnelling/jack & bore machine
- Jack pipe
- Excavate headwall and canal vegetation
- Set headwalls and manatee gates
- Install rip rap approach

#### **Project Completion/Punch-list**

- Cleanup
- As-built Survey
- Demobilization
- Private and public property restoration
- Remove erosion control devices
- Remove turbidity barriers
- Remove dewatering dumpster
- Remove MOT

The machines/equipment we expect to utilize are listed below:

- PC228 excavator
- PC360 excavator
- WA250 front end loader
- JD250 barge mounted excavator
- 4 – 8” dewatering pumps
- Microtunneling equipment and controls
- 2 – 6” dewatering pump
- 10 - 8’x20’ road plates
- 4 – 20’ I-Beams
- Steel sheet piles/cofferdam
- Generators
- Jacking system including steel rail, pipe spacers, sleepers and bracing.



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# Cost Proposal

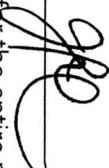
**Lower Matecumbe Canals Culvert Restoration Project  
Construction Services (RFP 24-19)**

**Project:** LOWER MATECUMBE KEY CULVERT RESTORATIONS (CANAL 150, 151, 152, 153, 155 AND 157)  
**Location:** Lower Matecumbe Key, Florida  
**Contractor:**  
**Date:**

| ITEM NO. | DESCRIPTION                                       | UNIT | ESTIMATED QUANTITY | LINE TOTAL PRICE |
|----------|---------------------------------------------------|------|--------------------|------------------|
| 1        | Mobilization and Demobilization*                  | LS   | 1                  | \$358,000.00     |
| 2        | Maintenance of Traffic                            | LS   | 1                  | \$335,000.00     |
| 3        | Erosion and Sediment Control                      | LS   | 1                  | \$180,000.00     |
| 4        | Temporary Dewatering                              | LS   | 1                  | \$990,000.00     |
| 5        | Excavation, Vegetation Removal and Disposal       | CY   | 3329               | \$110,855.00     |
| 6        | 4'x4' Reinforced Class IV Concrete Box Culvert    | LF   | 1010               | \$2,706,800.00   |
| 7        | 48" Jack & Bore Culvert                           | LF   | 295                | \$2,959,735.00   |
| 8        | Manatee Grate                                     | EA   | 18                 | \$216,000.00     |
| 9        | Type P Manhole, P-8 < 10'                         | EA   | 8                  | \$104,000.00     |
| 10       | Type J Manhole, J-7 < 10'                         | EA   | 1                  | \$26,000.00      |
| 11       | Culvert Headwall Restoration                      | CY   | 15                 | \$15,000.00      |
| 12       | Fill & Bedding Material (including filter fabric) | TN   | 2106               | \$221,130.00     |
| 13       | Sediment Removal and Rock Riprap                  | TN   | 4708               | \$588,500.00     |
| 14       | Construction Layout and As-Built Survey           | LS   | 1                  | \$180,000.00     |

Signature below verifies the proposal remains in effect for ninety (90) days.

Contractor's Signature:



Bid Total: \$8,991,020.00

\*The cost proposal shall be for the entire project as if it were to be completed as one project.



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# Timeline

**Lower Matecumbe Canals Culvert Restoration Project  
Construction Services (RFP 24-19)**





LPS proposes the number of calendar days to complete the project if it were to be completed as one project is 5 months (150 days) from mobilization to substantial completion and another 1 month (30 days) from substantial completion to final completion/project closeout.



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# **Ability to Obtain Bonds**

**Lower Matecumbe Canals Culvert Restoration Project  
Construction Services (RFP 24-19)**



December 16, 2024

Islamorada, Village of Islands  
86800 Overseas Hwy  
Islamorada, FL 33036

**RE: Principal: LPS Utilities Inc. DBA LPS Contracting**  
**Project: Lower Matecumbe Key Culvert Restorations (Canal 150, 151, 152, 153, 155 & 157)**

To Whom It May Concern:

This is to advise you that our office provides Bid, Performance, and Payment Bonds for LPS Utilities Inc. DBA LPS Contracting. Their Surety is The Ohio Casualty Insurance Company, which carries an A.M. Best Rating of A XV and is listed in the Department of the Treasury's Federal Register.

Based upon normal and standard underwriting criteria at the time of the request, we should be in a position to provide Performance and Payment Bonds in the amount of \$20,000,000 for single size projects and \$50,000,000 total aggregate. We obviously reserve the right to review the final contractual documents, bond forms and obtain satisfactory evidence of funding prior to final commitment to issue bonds.

LPS Utilities Inc. DBA LPS Contracting is an excellent contractor and we hold them in high regard. We feel extremely confident in our contractor and encourage you to offer them an opportunity to execute any upcoming projects.

This letter is not an assumption of liability, nor is it a bid or performance and payment bond. It is issued only as a bonding reference requested by our respected client.

Sincerely,

A handwritten signature in blue ink, appearing to read "J. Merlucci", with a horizontal line extending to the right.

Jarrett Merlucci  
Resident Agent



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305-240-9882  
[www.lps-contracting.com](http://www.lps-contracting.com)  
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# **State and Local Authorization to Transact Business**

**Lower Matecumbe Canals Culvert Restoration Project  
Construction Services (RFP 24-19)**

# *State of Florida*

## *Department of State*

I certify from the records of this office that LPS UTILITIES INC. is an Illinois corporation authorized to transact business in the State of Florida, qualified on October 2, 2017.

The document number of this corporation is F17000004417.

I further certify that said corporation has paid all fees due this office through December 31, 2021, that its most recent annual report/uniform business report was filed on February 9, 2021, and that its status is active.

I further certify that said corporation has not filed a Certificate of Withdrawal.

*Given under my hand and the  
Great Seal of the State of Florida  
at Tallahassee, the Capital, this  
the Fourteenth day of January,  
2022*



*Randy Be*  
**Secretary of State**

Tracking Number: 2404385344CU

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



**STATE OF FLORIDA**  
**DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

**CONSTRUCTION INDUSTRY LICENSING BOARD**

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE  
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

**MULLAR, BRANDON EDWARD**

LPS CONTRACTING  
324 E SEAVIEW DR  
DUCK KEY FL 33050

**LICENSE NUMBER: CGC1516588**

**EXPIRATION DATE: AUGUST 31, 2026**

Always verify licenses online at [MyFloridaLicense.com](http://MyFloridaLicense.com)

ISSUED: 08/08/2024

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Ron DeSantis, Governor

Melanie S. Griffin, Secretary



**STATE OF FLORIDA**  
**DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

**CONSTRUCTION INDUSTRY LICENSING BOARD**

THE UNDERGROUND UTILITY & EXCAVATION CO HEREIN IS CERTIFIED UNDER THE  
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

**MULLAR, BRANDON EDWARD**

LPS CONTRACTING  
324 E SEAVIEW DR  
DUCK KEY FL 33050

**LICENSE NUMBER: CUC1224542**

**EXPIRATION DATE: AUGUST 31, 2026**

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ISSUED: 08/08/2024

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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/1/2024

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

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

|                                                                               |                                                                                                                                                                                                                                                                                                       |
|-------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>PRODUCER</b><br>Hausman Kunkel, Inc.<br>40 S. Prospect<br>Roselle IL 60172 | <b>CONTACT NAME:</b><br><b>PHONE (A/C, No, Ext):</b> 630-894-7510<br><b>FAX (A/C, No):</b> 630-894-4333<br><b>E-MAIL ADDRESS:</b>                                                                                                                                                                     |
| <b>INSURED</b><br>LPS Utilities<br>3509 Lily Pond Road<br>Woodstock IL 60098  | <b>INSURER(S) AFFORDING COVERAGE</b><br><b>INSURER A:</b> Navigators Specialty Ins Co<br><b>INSURER B:</b> Progressive Express<br><b>INSURER C:</b> Evanston Insurance Company<br><b>INSURER D:</b> Markel Insurance Company<br><b>INSURER E:</b> American Longshore Mutual Asso<br><b>INSURER F:</b> |

**COVERAGES****CERTIFICATE NUMBER:** 1821842636**REVISION NUMBER:**

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

| INSR LTR | TYPE OF INSURANCE                                                                                                                                                                                                                                                                                                      | ADDL INSD | SUBR WVD | POLICY NUMBER               | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS                                                                                                                                                                                                                                        |
|----------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|----------|-----------------------------|-------------------------|-------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| A        | <input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b><br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br>OTHER: |           |          | NY23MPK15772801             | 7/2/2024                | 7/2/2025                | EACH OCCURRENCE \$ 1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000<br>MED EXP (Any one person) \$ 5,000<br>PERSONAL & ADV INJURY \$ 1,000,000<br>GENERAL AGGREGATE \$ 2,000,000<br>PRODUCTS - COMP/OP AGG \$ 1,000,000<br>\$ |
| B        | <b>AUTOMOBILE LIABILITY</b><br><input type="checkbox"/> ANY AUTO<br><input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS<br><input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY                                     |           |          | 03217826                    | 1/27/2024               | 1/27/2025               | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>\$                                                                               |
| A        | <input type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR<br><input checked="" type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE<br>DED RETENTION \$                                                                                                             |           |          | NY223LIA15772802            | 7/2/2024                | 7/2/2025                | EACH OCCURRENCE \$ 3,000,000<br>AGGREGATE \$<br>\$                                                                                                                                                                                            |
| E        | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below                                                                                                                          | Y/N<br>Y  | N/A      | ALMA02275-06                | 7/27/2024               | 7/27/2025               | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER<br>E.L. EACH ACCIDENT \$ 1,000,000<br>E.L. DISEASE - EA EMPLOYEE \$ 1,000,000<br>E.L. DISEASE - POLICY LIMIT \$ 1,000,000                                     |
| C<br>D   | Equipment Floater OM<br>Equipment Floater IM                                                                                                                                                                                                                                                                           |           |          | 9CD9899-4<br>MKLM3IM0054950 | 7/2/2024<br>6/27/2024   | 7/2/2025<br>6/27/2025   | 626,766<br>433,759                                                                                                                                                                                                                            |

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

Islamorada, Village of Islands and its Council members, officials, officers and employees are named as Additional Insureds in respect to General Liability as required by written contract. Workers Compensation policy has United States Longshore and Harbor coverage,(USL&H)

**CERTIFICATE HOLDER****CANCELLATION**

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

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**2024 / 2025**  
**MONROE COUNTY BUSINESS TAX RECEIPT**  
**EXPIRES SEPTEMBER 30, 2025**

RECEIPT# 30140-121947

Business Name: LPS CONTRACTING

Owner Name: LPS UTILITIES INC, JENNIFER WILSON,  
Mailing Address: BRANDON MULLAR - QUALIFIER, TRENT T  
PO BOX 1052  
WOODSTOCK, IL 60098

Business Location: MO CTY  
KEY WEST, FL 33040  
Business Phone: 815-337-7220  
Business Type: CONTRACTOR (CERTIFIED GENERAL &  
UNDERGROUND UTILITY & EXCAVATION)

Employees 5

STATE LICENSE: CGC1516588/CUC1224542/CGC15

| Tax Amount | Transfer Fee | Sub-Total | Penalty | Prior Years | Collection Cost | Total Paid |
|------------|--------------|-----------|---------|-------------|-----------------|------------|
| 20.00      | 0.00         | 20.00     | 0.00    | 0.00        | 0.00            | 20.00      |

**Paid WRB-23-00075791 07/08/2024 20.00**

THIS BECOMES A TAX RECEIPT  
WHEN VALIDATED

**Sam C. Steele, CFC, Tax Collector**  
**PO Box 1129, Key West, FL 33041**

THIS IS ONLY A TAX.  
YOU MUST MEET ALL  
COUNTY AND/OR  
MUNICIPALITY  
PLANNING, ZONING AND  
LICENSING  
REQUIREMENTS.

**MONROE COUNTY BUSINESS TAX RECEIPT**

P.O. Box 1129, Key West, FL 33041-1129

**EXPIRES SEPTEMBER 30, 2025**

RECEIPT# 30140-121947

Business Name: LPS CONTRACTING

Owner Name: LPS UTILITIES INC, JENNIFER WILSON,  
Mailing Address: BRANDON MULLAR - QUALIFIER, TRENT T  
PO BOX 1052  
WOODSTOCK, IL 60098

Business Location: MO CTY  
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Business Phone: 815-337-7220  
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Employees 5

STATE LICENSE: CGC1516588/CUC1224542/CGC15

| Tax Amount | Transfer Fee | Sub-Total | Penalty | Prior Years | Collection Cost | Total Paid |
|------------|--------------|-----------|---------|-------------|-----------------|------------|
| 20.00      | 0.00         | 20.00     | 0.00    | 0.00        | 0.00            | 20.00      |

**Paid WRB-23-00075791 07/08/2024 20.00**



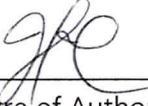
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305-240-9882  
[www.lps-contracting.com](http://www.lps-contracting.com)  
CGC1516588  
CUC1224542

# Village Documents

**Lower Matecumbe Canals Culvert Restoration Project  
Construction Services (RFP 24-19)**

## 12. SUSPENSION AND DEBARMENT

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by Islamorada, Village of Islands. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to Islamorada, Village of Islands, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

  
\_\_\_\_\_  
Signature of Authorized Certifying Official

Jennifer Wilson - President  
\_\_\_\_\_  
Name and Title of Authorized Certifying Official

12/16/21  
\_\_\_\_\_  
Date

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

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

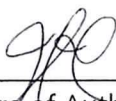
1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

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

  
\_\_\_\_\_  
Signature of Authorized Certifying Official

Jennifer Wilson - President  
\_\_\_\_\_  
Name and Title of Authorized Certifying Official

12/16/24  
\_\_\_\_\_  
Date

### **ADDITIONAL CONTRACT TERMS FOR FEDERAL AND FEMA FUNDED PROJECTS**

The following clauses will form part of the agreement between Islamorada, Village of Islands and the Contractor resulting from this RFP.

#### **A. Access to Records:**

The following access to records requirements shall apply to the contract.

1. The Contractor agrees to provide Islamorada, Village of Islands, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
2. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
3. The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
4. In compliance with the Disaster Recovery Act of 2018, Islamorada, Village of Islands and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

#### **B. Changes to the Contract:**

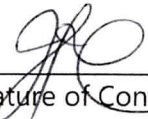
Any changes to the contract between Islamorada, Village of Islands and the Contractor modification, change order, or constructive change must be allowable, allocable, within the scope of the grant or cooperative agreement, and reasonable for the completion of project scope.

- C. **Non-use of DHS Seal, Logo, and Flags:** The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of HSS agency officials without specific FEMA pre-approval.
- D. **Compliance with Federal Law, Regulations, and Executive Orders:** This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures and directives.
- E. **No Obligation by Federal Government:** The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal



entity, contractor, or any other party pertaining to any matter resulting from the contract.

- F. **Program Fraud and False or Fraudulent Statement or Related Facts:** The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

  
\_\_\_\_\_  
Signature of Contractor's Authorized Official

Jennifer Wilson - President  
\_\_\_\_\_  
Name and Title of Contractor's Authorized Official



P.O. Box 510802 Key Colony Beach, Florida 33051  
305-240-9882  
[www.lps-contracting.com](http://www.lps-contracting.com)  
CGC1516588  
CUC1224542

# Appendix A.

**Lower Matecumbe Canals Culvert Restoration Project  
Construction Services (RFP 24-19)**

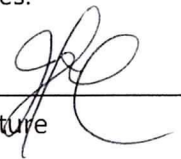
## APPENDIX A

### ACKNOWLEDGMENT OF ADDENDA AND DOCUMENTS

The Proposer hereby acknowledges the receipt of the following addenda issued by the Village and incorporated into and made part of this RFP. In the event the Proposer fails to include any addenda in the table below, submission of this form shall constitute acknowledgment of receipt of all addenda, whether or not received by him/her.

| ADDENDUM NUMBER                                                     | DATE RECEIVED    |
|---------------------------------------------------------------------|------------------|
| Addendum No. 1 Notice of Site Visit,<br>Technical Specs and Answers | November 4 2024  |
| Addendum No. 2 Answers to Inquiries                                 | November 13 2024 |
|                                                                     |                  |
|                                                                     |                  |
|                                                                     |                  |
|                                                                     |                  |
|                                                                     |                  |
|                                                                     |                  |

In addition to the addenda listed above, I acknowledge receipt of the Affidavit Attesting to Noncoercive Conduct for Labor or Services or Services and if awarded an Agreement with the Village will execute the affidavit attesting that my business does not use coercion for labor or services.

  
\_\_\_\_\_  
Signature  
  
\_\_\_\_\_  
Jennifer Wilson  
Print name

\_\_\_\_\_  
President  
Title  
  
\_\_\_\_\_  
12/16/24  
Date





# Council Communication

**To:** Mayor and Village Council  
**From:** John Quick, Interim Village Attorney  
**Date:** April 8, 2025  
**SUBJECT:** Resolution Repealing Charitable Giving Policy TAB 11

**Background:**

At the March 18, 2025, Regular Village Council meeting, the majority of Council gave staff direction to prepare a resolution repealing the Village's charitable giving policy.

**Analysis:**

The attached resolution would repeal the Village's charitable giving policy.

**Budget Impact:**

Monies currently budgeted for charitable giving during this fiscal year would be reallocated for use elsewhere in the Village budget.

**Staff Impact:**

N/A.

**Recommendation:**

**Attachments:** 1. 4AS1513-Resolution repealing charitable giving policy

## **RESOLUTION NO. 25-**

### **A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, REPEALING THE CHARITABLE CONTRIBUTION POLICY ADOPTED BY THE VILLAGE COUNCIL IN RESOLUTIONS 04-06-29, 05-04-15, 06-05-35, AND 23-02-13, ET AL.; PROVIDING FOR CONFLICTS AND FOR AN EFFECTIVE DATE.**

**WHEREAS**, on June 10, 2004, the Village Council of Islamorada, Village of Islands ("the Village Council") adopted Resolution No. 04-06-29 establishing a uniform policy and procedures regarding funding of non-profit organizations (the "Charitable Contribution Policy"); and

**WHEREAS**, on April 14, 2005, the Village Council adopted Resolution No. 05-04-15 which, among other things, allowed legally established non-profit groups other than 501(c)(3) groups to be eligible for funding, provided that expenditures for grants to non-profit organizations will not exceed one percent (1%) of its prior year's total General Fund Operating Budget, and provided that such provisions shall supersede the provisions of Resolution No. 04-06-29; and

**WHEREAS**, the Charitable Contribution Policy was further amended by the Village Council on May 25, 2006 through the adoption of Resolution No. 06-05-35, which eliminated the limit of annual appropriations of one percent (1%) of its prior year's total General Fund Operating Budget, provided for emergency funding by affirmative vote of the majority of the Village Council and encouraged residents and taxpayers to support and make contributions to charities of their choice; and

**WHEREAS**, the Charitable Contribution Policy was further amended by the Village Council on February 9, 2023 through the adoption of Resolution No. 23-02-13, which established application procedures, eligibility requirements, and evaluation criteria under the Charitable Contribution Policy, among other things; and

**WHEREAS**, the Village Council has reviewed the Charitable Contribution Policy and has determined it to no longer be necessary nor 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.**        The Village Council hereby approves this Resolution, which repeals Resolution Nos. 04-06-29, 05-04-15, 06-05-35, and 23-02-13, and any further amendments thereto.

**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 this Resolution.

**Section 4.**    **Conflicts.** All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

**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



# Council Communication

**To:** Mayor and Village Council  
**From:** John Quick, Interim Village Attorney  
**Date:** April 8, 2025  
**SUBJECT:** **Ordinance Relating to Animals and Animal Owners Second Reading  
TAB 12**

## **Background:**

Historically, animal control within Village limits has been conducted by Monroe County its animal control officers, pursuant to Chapter 4 of the Monroe County Code. Recently, the County's authority to conduct animal control within the Village has been called into questions. As a result, and in an abundance of caution, the proposed ordinance would adopt the County Code for purposes of animal control to ensure no interruption in animal control services would occur in the Village.

A Business Impact Estimate was completed and is included in the agenda packet.

## **Analysis:**

The proposed ordinance would adopt the Monroe County Animal Control Ordinance, as may be amended from time to time, to ensure that the County can continue to enforce animal control within the Village.

## **Budget Impact:**

None, as animal control would continue to be conducted by the County. If, however, the County were to be found to be unauthorized to conduct animal control within the Village, the Village could be required to pay for such enforcement. The proposed ordinance seeks to ensure that does not happen.

## **Staff Impact:**

N/A.

## **Recommendation:**

Staff recommends the adoption of the proposed ordinance.

**Attachments:**

1. 4AC541009- Ordinance Adopting Monroe County Animal Control Ordinance (3-18-25 for second reading with chicken carve out)
2. 4AJ6464-Exhibit A - Monroe County Animal Control Ordinance
3. 4AS5627-Business Impact Estimate - animal control ordinance (for April 8, 2025 meeting)

**ORDINANCE NO. 25- \_\_\_\_**

**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**

**WHEREAS**, Article VIII, Section 2 of the Florida Constitution and Chapter 166 of the Florida Statutes provide that municipalities shall have the governmental, corporate, and proprietary powers to enable them to conduct municipal government, perform municipal functions, render municipal services, and exercise any power for municipal purposes except when expressly prohibited by law; and

**WHEREAS**, Section 4 of the Charter of Islamorada, Village of Islands ("Village") provides that "[t]he [V]illage shall have all governmental, corporate, and proprietary powers necessary to enable it to conduct municipal government, perform municipal functions, and render municipal services, and may exercise any power for municipal services unless expressly prohibited by law"; and

**WHEREAS**, Chapter 4 of the County Code (entitled the "Monroe County Animal Control Ordinance") includes an animal control ordinance which has historically been applicable and enforced within the Village; and

**WHEREAS**, on February 4, 2025, the Monroe County Court recognized the long-standing applicability and enforceability of Chapter 4 of the Monroe County Code within the Village, in an order on a motion to dismiss in Case No. 24-CO-4173-A-P; and

**WHEREAS**, this ordinance is intended to restate and ratify the long-standing law within as to applicability and enforceability the Village as it relates to Chapter 4 of the County Code. This ordinance is not intended to be remedial in nature; and

**WHEREAS**, the Village has established a code of ordinances to properly guide development and protect the health, safety, and welfare of the public; and

**WHEREAS**, the Village Council finds that there is a continued public need affecting life, health, property or the public peace of persons with regard to establishing procedures for control of animals within the Village municipal limits; and

**WHEREAS**, the Village Council desires to create Chapter 4 "Animals" of the Village Code of Ordinances to expressly incorporate and adopt the Monroe County Animal Control Ordinance; and

**WHEREAS**, the Village Council desires to create an amendment to the Monroe County Animal Control Ordinance related to domesticated chickens; and

**WHEREAS**, the Village Council finds that the provisions of this Ordinance are intended to advance the public health, safety, and welfare of the citizens of the Village.

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

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

**Section 2. Amendment to the Code.** Chapter 4 "Animals" of the Village Code is hereby created to read as follows:<sup>1</sup>

**CHAPTER 4 – ANIMALS**  
**ARTICLE I. – IN GENERAL**

**Section 4-1. Adoption of County Regulations.**

(a) Applicability. The provisions of Chapter 4 of the Monroe County, Florida, Code of Ordinances, as may be amended from time to time, commonly referred to as the "Monroe County Animal Control Ordinance", are hereby adopted in full and incorporated into the Village Code as if fully set forth herein.

(b) Interpretation. As applied within the village, the Monroe County Animal Control Ordinance shall be subject to:

(1) The provisions of this Chapter; and

(2) Any acts, requirements, powers, or responsibilities specified to be necessary within the County limits shall also be interpreted as to be required within the municipal limits of the Village.

(c) Amendments to Monroe County Animal Control Ordinance within the Village. Section 4-100 shall contain any and all amendments to the Monroe County Animal Control Ordinance which shall apply within the Village. The provisions of section 4-100 shall be enforced in the same manner as all other provisions within the Monroe County Animal Control Ordinance.

**Sections 4-2 – 4-99. Reserved.**

**Section 4-100. Domesticated Chickens.**

---

<sup>1</sup> Coding: ~~Strikethrough words~~ are deletions to the existing words. Underlined words are additions to the existing words. Changes between first and second reading are indicated with **highlighted** ~~double-strikethrough~~ and double underline.



(a) *Purpose and Intent.* The purpose of this section is to authorize and regulate the keeping of domesticated chickens in specified residential zones under specified criteria within Islamorada, Village of Islands. To establish the criteria and limitations so as to avoid adverse impacts on neighboring properties and residents and to provide for the safety and health of residents and chickens. Nothing herein shall supersede any effective, recorded deed restriction prohibiting domesticated chickens on property located within the Village.

(b) *Definitions.* The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

(1) *Chicken(s)* means only female chickens. Roosters and any other species of fowl are prohibited, including without limitation turkeys, ducks, geese, guineas, pigeons, peacocks, quail, or other fowl unless otherwise expressly authorized under the Monroe County Animal Control Ordinance or Village Code.

(c) *General Requirements, Improvements, and Prohibitions.*

(1) *Owner.* Only Owners may keep Chickens in accordance with this Ordinance.

(2) *Personal Use.* Chickens must be kept for personal use only. Selling Chickens, eggs, feathers, or Chicken manure, or the breeding of Chickens for commercial purposes is prohibited.

(3) *Number of Chickens.* Up to five (5) Chickens per single-family detached residence are permitted.

(4) *Safety and Cleanliness.* The area in which Chickens are kept must be maintained in a safe and sanitary manner, must be predator-proof, well-ventilated, and clean to prevent disease and pest infections. All food for Chickens must be stored in rodent and predatory proof containers. Chicken waste must be collected and disposed of regularly with a minimum frequency of once per week.

(5) *Trespass and Release of Chickens.* Owners of the property in which the permitted Chickens are properly enclosed are responsible to ensure their Chickens do not trespass on neighboring properties, are released or are set free within the Village limits. Chickens found running at large within the Village limits shall be declared a nuisance.

(6) *Disposal of Chickens.* Chickens must be properly disposed of and shall not be abandoned or released into the wild.

(7) *Slaughtering of Chickens.* Slaughtering of Chickens within the Village is prohibited.

(d) *Permitted Zoning.* Keeping of domesticated chickens are permitted as an accessory use in single-family residential zoning districts only.

(e) *Enforcement.*

(1) Violations of this section shall be enforced through the procedures set forth in the Monroe County Animal Control Ordinance.

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

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

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

**Section 6. County Code.** A current copy of Chapter 4 of the Monroe County Code as it exists on February 11, 2025, is attached hereto as Exhibit "A".

**Section 7. Effective Date.** This Ordinance be effective immediately upon adoption on second reading.

The foregoing Ordinance was offered by Councilmember Gillis, who moved its adoption on first reading. This motion was seconded by Mayor Mahoney, and upon being put to a vote, the vote was as follows:

|                           |     |
|---------------------------|-----|
| Mayor Sharon Mahoney      | YES |
| Vice Mayor Don Horton     | YES |
| Councilwoman Deb Gillis   | YES |
| Councilman Steve Friedman | YES |
| Vacant                    |     |

**PASSED** on first reading this 11th day of February, 2025.

**[Remainder of the page intentionally left blank.]**

The foregoing Ordinance was offered by \_\_\_\_\_, who moved its adoption on second reading. This motion was seconded by \_\_\_\_\_, and upon being put to a vote, the vote was as follows:

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

**PASSED AND ADOPTED** on the second reading this \_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
SHARON MAHONEY, MAYOR

ATTEST:

\_\_\_\_\_  
MARNE MCGRATH, VILLAGE CLERK

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

\_\_\_\_\_  
JOHN J. QUICK, VILLAGE ATTORNEY

## Chapter 4 - ANIMALS

*Footnotes:*

--- (1) ---

**State Law reference**— *Offenses relating to animals, F.S. ch. 828; local animal control ordinances, F.S. § 828.27.*

## ARTICLE I. - IN GENERAL

## Sec. 4-1. - Definitions.

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

*Abandon* means to forsake an animal entirely or to neglect or refuse to provide or perform the legal obligations for care and support of an animal by its owner, or to leave an animal unattended for more than 24 hours, or to release the animal upon public roads or public or private lands, or to fail to provide adequate food, water, exercise or medical care.

*Animal* means any living dumb creature, including any mammal, bird, fish, reptile, ferret, turtle, horse, mollusk, crustacean, or any other vertebrate other than a human being.

*Animal at large* means any animal, other than a cat, not on the owner's property and not under the direct control of the owner or other responsible person.

*Animal control officer* means any person employed or appointed by the county for the purpose of enforcing county ordinances or state statutes pertaining to animal care and control, who is authorized to investigate on public or private property civil infractions relating to animal control or cruelty and to issue citations as provided in this chapter, and whose appointment is approved by the board of county commissioners, and whose appointment is approved by a judge of the county court or circuit court for the county. For purposes of enforcement of violations of this chapter, the terms "animal control officer" and "animal control supervisor" are interchangeable.

*Animal control shelter* means a facility designated or recognized by the county or the state for the purpose of impounding and/or caring for animals, including a contract service provider, such as a local animal protection shelter, that may include a humane society.

*Animal control supervisor* means a person who has been duly appointed as an animal control officer and who is:

- (1) The person, if the function of animal control is administered by county employees or if a single independent contractor has contracted for animal control services county-wide, who has authority and responsibility for all county animal shelters and to whom all duly appointed

animal control officers shall report; or

- (2) Any person with authority and responsibility for one or more county animal shelters and to whom duly appointed animal control officers shall report by area under the jurisdiction of any single contractor, if the animal control functions within the county are administered by more than one independent contractor.

*Animal fighting* means fighting between roosters or other birds or between dogs, or between other animals of the same species.

*Bait* means to attack with violence, to provoke, or to harass an animal with one or more animals for the purpose of training an animal for, or to cause an animal to engage in, fights with or among other animals. In addition, the "baiting" means the use of live animals in the training of racing greyhounds,

*Cat* means any member of the species *felis catus*.

*Charging instrument* means a writing or document that recites the mode of committing an offense.

*Citation* means a charging instrument or written notice, issued to a person by an animal control officer or law enforcement officer, that the officer has probable cause to believe that the person has committed a civil infraction in violation of a duly enacted ordinance and that the county court will hear the charge. The citation must contain:

- (1) The date and time of issuance;
- (2) The name and address of the person;
- (3) The date and time the civil infraction was committed;
- (4) The facts constituting probable cause;
- (5) The section of this Code violated,
- (6) The name and authority of the officer;
- (7) The procedure for the person to follow in order to pay the civil penalty, to contest the citation, or to appear in court as required this section;
- (8) The applicable civil penalty if the person elects to contest the citation;
- (9) The applicable civil penalty if the person elects not to contest the citation;
- (10) A conspicuous statement that if the person fails to pay the civil penalty within the time allowed, or fails to appear in court to contest the citation, the person shall be deemed to have waived his right to contest the citation and that, in such case, judgment may be entered against the person for an amount up to the maximum civil penalty; and
- (11) A conspicuous statement that if the person is required to appear in court as mandated by this section, he does not have the option of paying a fine in lieu of appearing in court.

*Commercial kennel or cattery* means a facility that offers the services of a kennel or cattery for a profit.

*Cruelty* means any act of neglect, torture, or torment that causes unjustifiable pain or suffering of an animal, and includes, but is not limited to, any omission of a duty to provide food and water, shelter, and health care which omission causes unjustifiable pain or suffering of an animal, and allowing pain or suffering to continue when there is reasonable remedy or relief.

*Dangerous dog* means any dog that according to the records of the appropriate authority:

- (1) Has aggressively bitten, attacked, or endangered or has inflicted severe injury on a human being on public or private property;
- (2) Has more than once severely injured or killed a domestic animal while off the owner's property;
- (3) Has been used primarily or in part for the purpose of dog fighting or is a dog trained for dog fighting; or
- (4) Has, when not provoked, chased, or approached a person upon the streets, sidewalks, or any public grounds in a menacing fashion or apparent attitude of attack, provided that such actions are attested to in a sworn statement by one or more persons and dutifully investigated by the animal control supervisor. The term does not include the following:
  - (1) A dog that bites or attacks a person or animal that provokes, torments, tortures, or treats the animal cruelly or is unlawfully on the property of the owner; or
  - (2) A dog that is responding in a manner that an ordinary and reasonable person would conclude was designed to protect itself or another animal or a person if that person is engaged in lawful activity and is the subject of an assault or battery or animal attack; or
  - (3) A dog that was engaged in law enforcement work under the direction of a law enforcement officer; or
  - (4) A dog that was engaged in a legal hunt or in a legal sport or exhibition such as obedience trial, conformation show, field trial, hunting/retrieving trial, or herding trial.

*Direct control* means immediate and continuous physical control of an animal at all times such as by means of a leash, secured fence or other means of confinement.

*Dog* means any member of the species *canis familiaris*.

*Domesticated companion animal* means an animal that has traditionally, through a long association with humans, lived in a state of dependence upon humans or has been traditionally kept as a household pet, including, but not limited to: dogs, cats, hamsters, gerbils, ferrets, mice, rabbits, parakeets, parrots, cockatiels, cockatoos, canaries, love birds, finches and tropical fish.

*Effective voice command* means voice control within 20 feet by a competent person which at all times prevents the animal subject to the voice control from running at large or otherwise violating the provisions of this chapter.

*Ferret* means any member of the species *mustela furo*.

*Keeper* means any person possessing or having custody of an animal.

*Kennel* or *cattery* means any establishment, except a pet shop or animal protection shelter, wherein or whereon animals are kept for boarding, training, care and grooming, breeding, or stud services for remuneration, or sales of offspring or adult animals, but does not include a veterinarian hospital.

*Leash* means a cord, strap or other like apparatus that is of such strength to humanely restrain the animal it is attached to, and which is controlled by a person capable of restraining the animal.

*License certificate* means a license document issued pursuant to this chapter. The board may, by resolution, authorize the license certificate and rabies vaccination certificate to be a combined document.

*License tag* means a license tag, designed to be attached to an animal collar, issued pursuant to this chapter.

*Licensed veterinarian* means a veterinarian licensed to practice in the state.

*Livestock* means horses, stallions, colts, geldings, mares, sheep, rams, lambs, bulls, bullocks, steers, heifers, cows, calves, mules, jacks, jennies, burros, goats, kids, swine, and any other fur-bearing animals being raised in captivity, including those other animals recognized by the department of agriculture as being within the jurisdiction of its department.

*Neglect* means failure to comply with the minimum requirements for animal care set forth in this chapter.

*Neutered* or *spayed* means rendered permanently incapable of reproduction by surgical alteration, implantation of a device or other physical means, or permanently incapable of reproduction because of physiological sterility, but only where the neutered or spayed condition has been certified by a veterinarian licensed in any state.

*Notice* means a notice to appear, unless the context of the chapter requires a different definition.

*Nuisance* means the following;

- (1) An animal that habitually barks, howls, cries, screams or makes other bothersome noises any time of day or night; or
- (2) Any animal that, by its conduct or behavior, including, but not limited to, habitual or repeated destruction or soiling of any public or private property, habitual chasing of persons, cars or other vehicles, or running at large, causes a disturbance to the peace or causes injury or threat of injury to persons or property.

*Officer* means any law enforcement officer defined in F.S. § 943.10, or any animal control officer.



*Ordinance* means any ordinance relating to the control of or cruelty to animals enacted by the governing body of a county or municipality, the violation of which is a civil infraction.

*Owner* means any person or custodian in charge of an animal and includes any person having a right of property in the animal; or an authorized agent of the person having a right of property in the animal; every person who keeps or harbors the animal or has it in his care, custody or control; and any person who has the apparent authority to have a right of property in the animal. The term shall include every person who resides at the same address or permits an animal to remain on the premises in which that person resides, if such person is of legal age.

*Person* means any individual, corporation, society, co-partnership, limited partnership, limited liability company, association, or any other legal or business entity. Knowledge and acts of agents and employees of corporations in regards to animals transported, owned, employed by or in the custody of a corporation, shall be held to be the knowledge and act of such corporation.

*Pet* means any domesticated companion animal, excluding livestock, poultry, or wild animals, that is owned by any person.

*Poultry* means any domestic fowl, ornamental birds, and game birds.

*Premises* means a tract of land, including its dwelling units, buildings and other appurtenances.

*Provoke* means to perform an act or omission that an ordinary and reasonable person would conclude is likely to precipitate the bite or attack by an animal.

*Quarantine* means strict confinement by leash, closed cage, paddock, or in any other manner, and in a place as approved by the animal control supervisor of all animals specified in the order.

*Rabies suspect animal* means any animal that has bitten, scratched, or broken the skin of a human being, been in contact with or been bitten, scratched or has had its skin broken by a rabid animal; or any animal that shows symptoms suggestive of rabies.

*Rabies vaccination certificate* means a certificate issued by a licensed veterinarian attesting that the animal has been inoculated against rabies. The certificate shall be Form 51, "Rabies Vaccination Certificate" of the National Association of State Public Health Veterinarians or an equivalent form containing all the information required by such form. The form may be combined with the license certificate and the veterinarian who administers the rabies vaccine to the animal may affix his signature stamp in lieu of an actual signature.

*Rabies vaccination tag* means a tag, designed to be attached to an animal collar and containing the rabies vaccination certificate number.

*Sporting kennel or cattery* means a facility that offers no services for profit, that maintains animals solely for the owner's sporting or hobby purposes, and that sells offspring and adult animals only on an occasional basis. The term "occasional basis" means animal sales of a frequency of no greater than one litter per fertile female per year.

*Tether* means a rope or chain fastened to an animal and a stationery object to keep the animal within a certain boundary.

*Torment* means an act or omission, including abandonment or neglect that causes pain, suffering, or distress to an animal, including mental or emotional distress as evidenced by the animal's altered behavior.

*Veterinary hospital* means any establishment operated by a licensed veterinarian for surgery, diagnosis, and treatment of diseases, illnesses, and injuries of animals.

*Wild animal* means any animal that is not a domesticated companion animal, or that is any crossbreed of wild animals with domestic animals, or any descendant of any crossbreed. Such animals include, but are not limited to: any venomous snake, python or constrictor snakes, owls, porcupines, monkeys, raccoons, skunks, leopards, lions, tigers, lynx, bobcats, badgers, fox, coyote, wolves, wolf-hybrids, wolverines, squirrels, bears, deer, chipmunks, moose, elk, rabbits, opossum, beavers, ground hogs, moles, gophers, mice/rodents, bats, birds, and any related fur or feathered nondomesticated companion animals.

(Code 1979, § 3-3; Ord. No. 006-2006, § 1; Ord. No. 030-2010, § 1; Ord. No. 012-2019, § 1)

Sec. 4-2. - Short title; authority and purpose of provisions.

This chapter shall be referred to as the "Monroe County Animal Control Ordinance" and is enacted under the powers of the board of county commissioners to regulate animals and animal owners and keepers in the interest of the health, safety and welfare of the citizens of the county.

(Code 1979, § 3-1; Ord. No. 006-2006, § 1)

Sec. 4-3. - Legislative findings and intent.

The board of county commissioners finds that ownership of an animal carries with it responsibilities to the county and the general public with regard to care and control of the animal. In interpretation and application, the provisions of this chapter shall be construed to impose a primary responsibility for compliance with this chapter on the owner of an animal. The board of county commissioners concludes that it is advisable to enact a revised animal control ordinance in the interest of protecting public health and safety, promoting the welfare of animals within the county and providing for the orderly and uniform administration of the provisions governing animal welfare and control.

(1)

The board of county commissioners finds that the presence of dangerous dogs, as defined in this chapter, within the county creates an increased danger to public health and safety and to the welfare of other animals and people.

- (2) The board of county commissioners finds that the authority endowed upon the county administrator to reassign and reallocate job functions may result in changes in the department head assigned responsibility by the county administrator for oversight of the animal control functions.
- (3) The board of county commissioners finds that it is inhumane to mistreat, neglect or abandon an animal. It is the intent of this chapter to impose penalties of significance in order to deter such action and to reduce the possibility of repeat violations by rendering the violators ineligible to adopt pets from county animal shelters.
- (4) The board of county commissioners finds that proposed penalties for abandonment, permanent identification, breeding and spay/neuter requirements differ significantly from penalties existing on the books, which penalties are no longer commensurate with the severity of the violation, and, therefore, changes to this chapter need to incorporate a system of penalties designed to provide leniency and education for a first offense and a penalty of significance to act as a deterrent for subsequent offenses, and to provide uniformity to enhance the ability of animal control officers and the court to enforce the animal control laws.
- (5) Subsection 19-153(b) of the Monroe County Code (repealed by Ordinance No. 006-2006) limits domesticated animals to two per household, which conflicts with the four allowed per premises in [section 4-77](#).
- (6) The board of county commissioners finds that it is inhumane to chain, tether, or tie a dog to a stationary object or to confine it in a small space.
- (7) The board of county commissioners finds that pet overpopulation continues to have a negative impact on our communities by threatening the ecosystem and requiring enhanced animal control services.
- (8) The board of county commissioners finds that pets that find egress from fenced yards and other enclosures in order to seek out other animals are predominantly unaltered and become a nuisance by uncontrolled breeding and running at large.
- (9) The board of county commissioners finds that violations of the state statutes governing the treatment of animals are more likely to be addressed if this Code incorporates some of the statutory provisions to enable enforcement of such laws by local government officers.
- (10) It is the intent of the board of county commissioners that this chapter shall:
  - a. Make provisions for penalties and contesting citations uniform;
  - b. Eliminate inconsistencies and errors in this Code and make the codified provisions regarding animals easier to understand and apply;

- c. Provide incentives to those demonstrating responsible pet ownership;
- d. Impose penalties of significance in order to deter abandonment, mistreatment, and other inhumane action and to reduce the possibility of repeat violations by rendering the violators ineligible to adopt pets from county animal shelters; and
- e. Require pet owners to be fully responsible for their pets, to have them neutered or to take extraordinary precautions to prevent the pets from having further negative impacts caused by uncontrolled breeding, and requiring an exemption license, forfeitable for noncompliance.

(Code 1979, § 3-2; Ord. No. 006-2006, § 1; Ord. No. 030-2010, § 2; Ord. No. 025-2015, § 5)

Sec. 4-4. - Surrender of animal to animal control supervisor; interference with officer in performance of duty.

It is unlawful for any person to refuse to surrender an animal upon lawful demand by the animal control supervisor or an animal control officer. It is unlawful for any person to attempt to take any animal from the custody of the animal control supervisor or an animal control officer or to attempt to take any animal from a county animal control shelter without permission of the animal control supervisor or animal control officers in the performance of their duties under this chapter.

(Code 1979, § 3-25; Ord. No. 006-2006, § 1)

Sec. 4-5. - Areas of enforcement.

Pursuant to article VIII, section 1 of the Constitution of the State of Florida, the board may enforce this chapter throughout the unincorporated areas of the county, and within the incorporated areas of the county to the extent the chapter does not conflict with any municipal ordinance.

(Code 1979, § 3-33; Ord. No. 006-2006, § 1)

Sec. 4-6. - Right of board to enact rules and regulations.

The board may enact reasonable rules and regulations to implement and carry out the provisions of this chapter, including, but not limited to, the right to regulate or exempt certain animals from this chapter, and the right to regulate the numbers and types of animals and the conditions under which they may be maintained in residentially zoned areas.

(Code 1979, § 3-32; Ord. No. 006-2006, § 1)

Sec. 4-7. - Animals in county fewer than 30 days exempt.

The vaccination and licensing provisions of this chapter shall not apply to animals that remain in the county for a period of fewer than 30 days.

(Code 1979, § 3-31; Ord. No. 006-2006, § 1)

Secs. 4-8—4-36. - Reserved.

## ARTICLE II. - ADMINISTRATION AND ENFORCEMENT

Sec. 4-37. - Construction; maintenance of animal control shelter; employing, contracting and appointment of animal control supervisor and officers.

- (a) The board may purchase, lease or construct, and may operate and maintain animal control shelters to retain the following:
  - (1) Animals at large;
  - (2) Any dangerous dog(s) not properly secured or restrained by the owner or keeper;
  - (3) Animals that are nuisances, animals having or believed to have rabies or other infectious or contagious diseases;
  - (4) Dogs not licensed and inoculated as required by this chapter; or
  - (5) Any animal otherwise in violation of this chapter or required by this chapter to be impounded or quarantined.
- (b) The board may employ any person and/or contract with any private nongovernmental humane organization for the operation of animal shelter facilities and animal control responsibilities authorized by this chapter. When the board contracts with any society, association or corporation for the prevention of cruelty to animals to provide animal control and animal shelter services to the county, the contract shall provide for appointment of the entity's animal control supervisor and animal control officers as agents for the purpose of investigating violations of any of the provisions of F.S. ch. 828 and the provisions of this chapter. All animal control officers and supervisors, whether contracted or employed by the board, shall be appointed in the manner required by F.S. § 828.03(2), providing for the appointment of such officers to be approved by the board of county commissioners and a judge of the county or circuit court.

(Code 1979, § 3-4; Ord. No. 006-2006, § 1; Ord. No. 030-2010, § 3)

Sec. 4-38. - Animal control officers and supervisors; qualifications; duties.

- (a) The animal control supervisor and animal control officers may catch, seize or pick up:
  - (1) Any stray animal;
  - (2) Any animal at large;
  - (3) Any dangerous dog not properly restrained or secured by the owner or keeper;

- (4) Any animal carrying or believed to be carrying rabies or other infectious or contagious diseases;
  - (5) Any animal that is a nuisance;
  - (6) Any dog not licensed and inoculated as required by this chapter,
  - (7) Any sick or injured animal for which the owner or keeper cannot be found after reasonable effort to do so, or for which the owner or keeper is unable or unwilling to provide proper care;
  - (8) Any animal that has been found engaged in animal fighting that is prohibited by this chapter;  
or
  - (9) Any other animal authorized by this chapter to be quarantined, impounded, caught, seized or picked up.
- (b) The animal control supervisor or his officers shall impound or otherwise dispose of such animals as provided under this chapter.
  - (c) The animal control supervisor and animal control officer shall investigate complaints or actions allegedly in violation of this chapter and shall issue citations demanding that the violations cease or be corrected. Those animal control officers authorized to issue citations pursuant to F.S. § 828.27(l)(b) and F.S. § 828.23(l)(f), have authority under this chapter.
  - (d) Pursuant to law, the animal control supervisor and officers may enter public or unfenced private property within the county, except residential buildings, to carry out the duties imposed by this chapter.
  - (e) The animal control supervisor may declare an animal to be a "dangerous dog" as defined by section 4-1 in accordance with the procedure set forth in section 4-75 of this chapter, and may order the owner of such animal to secure, restrain and confine it in a reasonable manner specified by the animal control supervisor and comply with other regulations pertaining to "dangerous dogs" as required by this chapter.
  - (f) The animal control officer shall fulfill the following duties:
    - (1) The animal control officer shall promptly seize, take up and place in the animal protection shelter, or contracted services provider, all animals being kept or harbored or found running at large any place within the county contrary to the provisions of this chapter or the statutes of the state. As to any cat found roaming or wandering on public property or private property other than that of its owner, that is unrestrained, without its owner immediately and visibly present in such area and without an identifying license tag, the animal control officer, after reasonable investigation, shall be vested with discretion to conclude that such cat is feral or abandoned by its owner and may seize and impound the cat in accordance with the provisions of this chapter.
    - (2)

The animal control officer shall be properly deputized as a peace or police officer for the purpose of this chapter. He shall have the legal authority and duty to issue appearance tickets, citations or summonses to those persons owning, keeping or harboring animals contrary to the provisions of this chapter.

- (3) The animal control officer shall dispose of impounded animals that are not claimed and released within:
- a. Seven days if the animal has been chipped or tattooed or wears a license or rabies tag, which chip, tattoo, rabies or license tag is registered with current information to facilitate contact of the owner, or wears an identification tag with current information to facilitate contact of the owner; or
  - b. Five days if the animal is not able to be identified by one of the following methods:
    1. Adoption by an individual person who meets adoption criteria for the animal;
    2. Humane euthanasia under state statute if the animal is deemed unadoptable or cannot be placed within a reasonable time with a duly recognized service provider to the county, such as a licensed humane society or animal protection shelter; or
    3. Release to a duly recognized service provider to the county, such as a licensed humane society or animal protection shelter.

If, however, a dog or cat has a collar, license, or other evidence of ownership, the animal control officer shall notify the owner of the impoundment. Disposition of the animal shall then not be made until after five days from the date of confirmed delivery of a certified mailing or notice of non-pick-up of the certified mail, unless the owner has, prior to the end of the five days, redeemed the animal or relinquished in writing ownership of the animal. The animal control supervisor shall maintain a record of when the animal was acquired and under what circumstances. This record shall also indicate the date of notice sent to the owner of an animal and any subsequent disposition of the animal. This section does not apply to animals that are sick or injured to the extent that the holding period would cause the animal to suffer. Regulations regarding the sale of animals from the animal protection shelter and boarding and other charges shall be posted in a conspicuous place at the animal control shelter. The bodies of all animals destroyed at the animal control shelter or elsewhere in the county shall be disposed of by the animal control officer in a manner approved by the county health department and the board of county commissioners. Any animals voluntarily relinquished to the animal control shelter by their owners for disposition (not boarding) need not be kept for the minimum period of five days before release or disposal of the animal by the animal control officer.

- (4) The animal control officer shall promptly investigate all animal bite cases involving human injury and shall search out and attempt to discover the animal involved. If the animal control officer finds the animal responsible for the bite, he shall either impound or quarantine the animal for examination for disease in accordance with the applicable provisions of this

chapter and the statutes of the state. The animal control officer shall also be obliged to seize and impound any rabies-suspected animal and cause the animal to be either impounded or quarantined for examination for disease in accordance with the provisions of this chapter.

- (5) In response to a complaint of an animal at large or there being a clear indication of "animal in distress" as defined by F.S. § 828.12, the animal control officer is authorized and empowered in accordance with the provisions of this chapter to enter upon private premises (excepting entry into the private areas of buildings or enclosures constructed to provide privacy, unless in possession of a search warrant) for the purpose of inspecting those premises to determine if the owners of dogs, cats or animals harbored, kept or possessed on the premises have complied with the provisions of this chapter. The animal control officer is authorized and empowered to issue a citation to the owner of any dogs, cats or ferrets for whom no license has been procured in accordance with this chapter or for any other violation of this chapter. The provisions of this subsection shall include, but not be limited to, investigation of, and seizure for, cruelty to animals, and investigation and seizure of dangerous dogs.
- (6) The animal control officer shall have the duty to inspect any kennel, a license for that has been issued by any state or county agency or their authorized officers, and shall have the duty to notify the licensing agency of any conditions that are unhealthy or inhumane to the animals kept in the kennel.
- (7) The animal control officer shall have the duty to investigate complaints of animals alleged to be dangerous dogs, and shall have the right to seize, take up and impound such animals pending disposition pursuant to this chapter.
- (8) The animal control officer shall have the duty to investigate complaints of cruelty to or abandonment or neglect of animals and shall take such action as is required or permitted by the section of this chapter governing animals in distress.
- (9) The animal control officer shall be responsible for coordinating with the county administrator or his designated appointee the sale of licenses and the keeping of appropriate records and related books of account.
- (10) The animal control officer shall not sell, give or make available in any manner any live or dead animals of any species or any animal body parts or organs to be used for research, demonstration, experimental or any other purposes by any person, firm, corporation or institution, except to the extent necessary to comply with health laws and regulations concerning rabies. The animal control officer shall be responsible for disposition of the bodies of animals destroyed at the animal protection shelter in accordance with state law and regulations.
- (11) The animal control officer shall provide to the state attorney for investigation and possible prosecution information concerning suspected violations of the following:



- a. The provisions of F.S. § 828.122 governing fighting or baiting animals;
- b. The provisions of F.S. § 828.123 governing killing a dog or cat with intent to sell pelt and possession of pelts of dogs or cats with the intent to sell;
- c. The provisions of F.S. § 828.1231 governing the sale of garments or items of clothing containing dog or cat fur;
- d. The provisions of F.S. § 828.125 governing the killing or aggravated abuse of registered horses and cattle; and
- e. The provisions of F.S. § 828.29 governing the transportation into the state, and offering for sale of, dogs and cats.

The county attorney is authorized to seek injunctive relief against continued violations of such statutes if an investigation discloses probable cause to believe the violations are occurring and there is no criminal prosecution of the violations.

(12) The animal control officer shall have such other duties relating to the enforcement of this chapter as the board of county commissioners may from time to time provide.

- (g) The animal control officer, in enforcing the provisions of this chapter and the statutes of the state pertaining to animals, may issue to the owner or keeper of an animal in violation of this chapter a citation containing a notice to pay a fine and/or appear in court or may make complaint to the State Attorney for the Sixteenth Judicial Circuit and to the circuit or county court in regard to any violations of this chapter.
- (h) No employee of the county or any contracted entity shall perform the duties of an animal control officer unless that person has been certified through the training program described in F.S. § 828.27(4)(a). This provision shall not preclude employees who are not certified from providing care for animals, maintenance of animal living areas or attending to other operational and administrative duties of the animal control and sheltering functions.

(Code 1979, § 3-5; Ord. No. 006-2006, § 1; Ord. No. 022-2006, §§ 1, 2; Ord. No. 030-2010, § 4)

#### Sec. 4-39. - Fees and monies collected.

- (a) The board may charge reasonable fees for licensure and for impounding and care of animals under this chapter. The owners or keepers of impounded animals shall pay the fees and execute a sworn statement of ownership or responsibility as a condition precedent to release of an impounded animal. Fees collected shall be deposited in the general revenue fund of the county, and all expenses of administering this chapter shall be paid from that fund. The board shall promulgate by resolution all charges to be paid under this chapter. For any dog, cat or ferret that has been adjudicated a dangerous animal pursuant to F.S. § 767.12, the license fees shall be increased by \$15.00.

(b)

The board may provide for a system of fees that may include a system of discounts for responsible ownership, care and control of animals. In order for an owner to redeem any impounded animal, the required fees and all veterinary costs to provide such care necessary to sustain the animal in a humane manner while impounded shall be remitted to the animal control supervisor or officer.

- (c) All fees and monies collected by the animal control officers and supervisors shall be accounted for and turned over to the county clerk on or before the first of each and every month, or more often if reasonably necessary, under the standard practices of the clerk's accounting system.

(Code 1979, § 3-6; Ord. No. 006-2006, § 1)

#### Sec. 4-40. - Investigation.

- (a) For the purpose of discharging the duties imposed by this chapter and to enforce its provisions, any animal control officer or any sheriff's deputy or police officer is empowered to enter upon any premises on which an animal is kept or harbored to demand the exhibition of a kennel license by the owner or operator thereof.
- (b) An animal control officer or any sheriff's deputy or police officer may enter unenclosed premises where an animal is kept upon reported information and belief that an animal is being held in a cruel or inhumane manner and demand to examine the animal and seize and impound the animal when, in his opinion, the animal is subjected to cruel or inhumane treatment, abandonment or neglect.
- (c) A sheriff's deputy or police officer may enter premises pursuant to right of entry laws governing criminal activity where an animal is kept in violation of the criminal laws of this state.
- (d) An animal control officer is authorized to request an administrative search warrant from the court if he has probable cause to believe that violations of F.S. ch. 828 that constitute a reasonable fear or expectation that an animal is subject to abandonment, abuse, injury, or neglect is contained within a building or other enclosure for which the officer is not authorized to enter absent a warrant.

(Code 1979, § 3-23; Ord. No. 006-2006, § 1)

#### Sec. 4-41. - Suspension or revocation of license; seizure of animals.

All suspensions and revocations of licenses and all seizures and impoundments of animals shall be in accordance with this chapter and with such rules and regulations as are adopted from time to time by the board of county commissioners.

(Code 1979, § 3-9; Ord. No. 006-2006, § 1)

#### Sec. 4-42. - Seizure, destruction of animals adjudged nuisances; disposal of impounded animals; compensation to owners; exemption of feral cats from the five-day holding period.

- (a) When a court of competent jurisdiction adjudges an animal a nuisance under this chapter or other law, the animal control supervisor or animal control officer may seize the animal and offer it for adoption, or destroy it in a humane manner.
- (b) The animal control supervisor may likewise offer for adoption, destroy or otherwise dispose of any animal impounded pursuant to this chapter but only according to the following procedure. Unless determined by a veterinarian to be diseased or in pain, an animal may not be destroyed during the first five working days after impoundment. In addition, an animal may not be adopted out or released to anyone other than its owner during the first five working days after impoundment. If the animal is not destroyed according to a veterinarian's determination or claimed by its owner during the initial five-day period, then the animal may be offered for adoption or destroyed if:
  - (1) No owner exists;
  - (2) An owner is not identified within five working days after attempts by the animal control supervisor to do so;
  - (3) The owner exists but cannot be contacted after reasonable attempts by the animal control supervisor to do so for a reasonable period of time; or
  - (4) An owner has been contacted but has by his actions, failure to act, or statements, indicated an intent to abandon the animal.
- (c) The animal control supervisor shall make every reasonable effort to identify and notify owners or keepers of the impoundment of their animal pursuant to this chapter, and such efforts shall be made for a reasonable period of time as determined by the board by resolution. However, where the animal control supervisor complies fully and makes every reasonable effort based on the situation to identify and notify such owners and keepers, and where such efforts fail, resulting in the adoption or destruction or other disposal of the animal, the animal control supervisor shall be deemed to have complied fully with due process of law, and no owner or keeper shall be entitled to any compensation for loss of the animal.
- (d) In the case of suspected feral cats, the animal control supervisor has the authority to hold and observe the suspected feral cat for a 72-hour period; thereafter, if the cat is determined to be feral by the animal control supervisor, he has the authority to euthanize the feral cat prior to the five-day holding period.
- (e) Any animal voluntarily turned in to the animal control shelter for the purpose of euthanasia, or any animal that is sick, injured or otherwise suffering, need not be held for the requisite time periods set forth in this section. In such case, the animal control officer may immediately humanely destroy the animal in accordance with the standards of state statutes.
- (f)

The animal control supervisor shall maintain a record of when, where and under what circumstances each animal was seized. The record must also include the dates of notices sent to owners and the disposition of each animal.

- (g) Any owner may redeem an animal from impoundment by executing a sworn statement of ownership, furnishing a license and tag, as required by this chapter and state laws and paying all expenses associated with the seizure and impoundment of the animal. The animal control officer shall not release any impounded animal to an owner who has been convicted of animal cruelty, abandonment or neglect or other violations of state law or of this chapter without a court order following a show cause hearing in which the owner establishes that he can and will own and keep the animal in a humane fashion, and in accordance with state laws and this chapter.

(Code 1979, § 3-21; Ord. No. 006-2006, § 1)

Sec. 4-43. - Seizure of animals by property owners or tenants; delivery to animal control supervisor; impoundment and disposal; standard of care to be exercised by seizing party.

- (a) It is lawful for a property owner or tenant to seize in a humane manner any dog, cat or other animal running at large on his property in violation of section 4-67. Where such seizure is made, the property owner or tenant shall immediately deliver the animal to the animal control supervisor or animal control officer. The property owner or tenant shall treat the animal humanely and shall exercise utmost care to ensure the animal's safety and well being.
- (b) An animal control supervisor may impound any animal delivered by its owner, or by a property owner or tenant pursuant to subsection (a) of this section, and may release or dispose of the animal pursuant to this chapter.
- (c) Any person who seizes an animal pursuant to this section shall exercise utmost care to treat the animal humanely and to avoid any injury, sickness, hunger or any other ailment or affliction whatsoever in both the seizure of the animal and the delivery of the animal to the animal control supervisor. Any person unable to comply with the foregoing for any reason shall not seize and deliver any animal; and any person who does injure or maim any animal or who does subject an animal to hunger, sickness, or any other ailment or affliction, either intentionally or negligently, in the exercise of the person's authority under this section, is in violation of this chapter and subject to the penalties herein.

(Code 1979, § 3-22; Ord. No. 006-2006, § 1)

Sec. 4-44. - Quarantine provisions; impoundment and treatment of sick and injured animals; disposal of dead animals.

- (a) When a domesticated animal has bitten a person or another animal, or is believed to have bitten a person or another animal, or is suspected by the animal control supervisor to have rabies, it shall be quarantined by a licensed veterinarian under the supervision of the animal control supervisor, or the animal may be held in quarantine at a county facility. The quarantine shall be for ten days. At the end of the ten-day quarantine, the owner shall pay all costs of quarantine and provide documentation to prove ownership and that the animal is currently protected by a rabies vaccination in order to redeem the animal. If, during the ten-day holding period, the animal displays symptoms of rabies, then an animal control officer shall humanely destroy the animal and immediately send the animal or sample specimen to a lab approved by the department of health.
- (b) The animal control supervisor may impound any animal believed to be carrying an infectious or contagious disease, or any injured animal, and may retain the services of a licensed veterinarian to treat it. The animal control supervisor may accept sick or injured animals upon delivery. When a sick or injured animal is owned and the owner is identified, such owner shall be liable for payment of veterinary expenses or reimbursement of the county's expenses in treating the animal. At the discretion of the animal control supervisor, a sick or injured animal may be destroyed or otherwise disposed of, and its remains disposed of without compensation to the owner or keeper, provided that the animal control supervisor shall make reasonable effort to notify the owner or keeper that the animal is impounded. The animal control supervisor shall charge the owner the applicable fee for vaccination or licensing. When an impounded animal is not claimed within a reasonable period of time, as determined by board resolution, the animal control supervisor may transfer custody or ownership of the animal to a humane agency or a new owner, or may destroy the animal and dispose of its remains. In either event, the owner or keeper will not be entitled to compensation.
- (c) When an animal dies, the owner or keeper of the animal shall dispose of the remains immediately. When the animal control supervisor or animal control officer discovers a dead animal, he shall notify the owner or keeper, if known, and shall order the owner or keeper to dispose of the remains immediately. If the party notified fails to comply within 24 hours, the animal control supervisor shall cause the remains to be disposed of and shall bill the animal owner or keeper, as appropriate, for the costs of disposal. Such animal owner or keeper may further be held in violation of this chapter and punished as provided herein. The animal control supervisor shall dispose of the remains of an animal that has died on public property, but only where an owner or keeper cannot be notified. Nothing in this section shall be deemed to limit or contravene the provisions of F.S. § 823.041.
- (d)

Any wild animal that bites or otherwise exposes a human to rabies shall be immediately killed and tested for rabies unless the county health officer determines the circumstances warrant an exception.

(Code 1979, § 3-26; Ord. No. 006-2006, § 1)

Sec. 4-45. - Impounding, redeeming by owner, disposition of unredeemed dogs and cats.

- (a) *Impoundment authorized.* Any dog found without a current tag or any animal found in violation of this chapter may be caught by an animal control officer or animal control supervisor, and imprisoned and impounded at a place maintained or designated for that purpose.
- (b) *Disposal of unredeemed animals; fees.* After a period of confinement of five days, those animals not claimed may be disposed of through approved humane agencies, or otherwise in a humane manner. Animals shall be released to owners on presentation of proof of ownership and after proper inoculation, licensing and payment of fees, including a \$100.00 fine if the animal was at large and is unneutered, for sterilization of the animal prior to release. This fine will be waived if the owner/caretaker agrees in an enforceable contract to alter the animal prior to leaving the shelter.
- (c) *Adoption of unclaimed animals.* The fee for the adoption of an unclaimed animal shall be as adopted by the board of county commissioners plus any cost required by state statutes to qualify the animal for adoption.

(Code 1979, § 3-27; Ord. No. 006-2006, § 1; Ord. No. 022-2006, § 8)

Sec. 4-46. - Enforcement; fines.

- (a) *Violations observed.* Upon observing a violation of this chapter, the animal control supervisor or a sworn animal control officer or any other law enforcement officer may either:
  - (1) Issue a citation to the owner or keeper of the animal or to a person in violation of section 4-72 this chapter, that shall be in the same form approved by the board resolution for this purpose, and shall contain:
    - a. The date and time of the issuance of the citation;
    - b. The name and address of the person cited;
    - c. The date and time the civil infraction was committed;
    - d. The facts constituting probable cause for the issuance of the citation;
    - e. The ordinance violated;
    - f. The name and authority of the officer issuing the citation;
    - g. The procedure for the person to follow in order to pay the civil penalty or to contest the citation;
    - h.

A statement of the maximum civil penalty (not to exceed \$500.00) that may be imposed if the person cited contests the citation and is determined to have violated the ordinance;

- i. A statement of the civil penalty payable if the person cited does not contest the citation; and
- j. A conspicuous statement that if the person fails to pay the civil penalty within the time allowed, or fails to appear in court to contest the citation, or fails to appear in court as required by the citation, he shall be deemed to have waived his right to contest the citation, and that, in such case, judgment may be entered against the person for an amount up to the maximum civil penalty of \$500.00. In addition, if a person fails to pay the civil penalty, or fails to appear in court to contest the citation or fails to appear in court as required by the citation, the court may issue an order to show cause upon the request of the governing body of the county. This order shall require such persons to appear before the court to explain why action on the citation has not been taken. If any person who is issued such order fails to appear in response to the court's directive, that person may be held in contempt of court.

(2) Impound the animal that is the subject of the violation and commence prosecution of the offense pursuant to this chapter or F.S. § 828.27(1)(f) or any subsequent similar provision.

(3) The following types of violation of this chapter require a mandatory court appearance by the person cited:

- a. Aggravated violations resulting in the unprovoked biting, attacking or wounding by a domestic animal;
- b. Violations resulting in the destruction or loss of personal property;
- c. Second or subsequent violations; or
- d. Violations resulting in the issuance of a third or subsequent citation.

(4) Persons required to appear in court do not have the option of paying the fine instead of appearing in court.

(5) The director of public works shall maintain records to prove the number of citations issued to any one person.

- (b) *Complaints of violations not observed.* Upon receipt of an affidavit of complaint signed by one person under oath before an individual authorized to take acknowledgments, setting forth the nature and date of the act, the owner or keeper of the animal, the address of the owner or keeper, and a description of the animal, the animal control supervisor or a sworn animal control officer or other law enforcement officer shall investigate the complaint to determine whether there is probable cause to believe a violation of this chapter has occurred. If probable cause exists, the animal control supervisor or a sworn animal control officer shall commence prosecution of the offense pursuant to F.S. § 828.27(1)(f).

- (c) *Punishment.* Upon conviction, any person violating this chapter shall be punished as provided by law. Each day during which the violation continues shall be deemed a separate offense.
- (1) *Civil infraction.* Violations of any provision of this chapter shall constitute a civil infraction. The maximum civil penalty shall not exceed \$500.00 per violation.
- (2) *Court cost, surcharges and other special charges.* Court costs, surcharges and other special charges shall be added by the clerk of the circuit court in the same manner and amounts as provided for class 1 noncriminal violations.
- (3) *Uncontested citation; exceptions.* If the party cited does not contest the citation, the penalty given shall be \$100.00 except as follows:
- a. *Violations of sections 4-68, 4-69, 4-70, 4-72.* Violation by an owner or keeper of a dog or cat of section 4-68 governing abandonment, section 4-69 governing spaying and neutering, section 4-70 governing chaining and tethering, and section 4-72 governing cruelty to animals, constitutes a civil infraction for which the owner or keeper of the animal shall be issued a citation by an officer having probable cause to believe a person has committed an act in violation of those sections. If the citation is paid, the citation shall be subject to the following penalties for each animal:

|                           |                  |
|---------------------------|------------------|
|                           |                  |
| First violation           | Warning          |
|                           |                  |
| Second violation          | Fine of \$100.00 |
|                           |                  |
| All subsequent violations | Fine of \$250.00 |
|                           |                  |

- b. *Violators ineligible for pet redemption or adoption from a county animal shelter.*
1. *Second and subsequent violations of 4-68 and 4-70.* Any person who has been cited for a violation of section 4-68 or 4-70 and who has not obtained a county court order dismissing the citation shall be ineligible to redeem or adopt any animal from a county animal shelter for a period of three years from the date of the citation.
2. *Violations of section 4-72.* A person convicted of a violation of F.S. § 828.12, or cited for a violation of section 4-72, which citation has not been dismissed or overruled by a court of law, shall not be permitted to adopt any animal from any county animal shelter until proof is provided that the person has undergone psychological



counseling with regard to the violation or completed an anger management treatment program. Any plea of nolo contendere shall be considered a conviction for purposes of this subsection.

- c. *Violation of litter registration requirement.* For violation of the litter registration requirement, in addition to the \$100.00 fine for a first offense and \$250.00 fine for a second offense, the following additional penalty and waiver apply:
    - 1. A \$500.00 fine for the third and every subsequent offense; and
    - 2. Waiver of the fine of \$100.00 if resolution of the first offense includes the animal being spayed or neutered subsequent to giving birth to the litter.
  - d. *Violation of section 4-69(d).* For violations of section 4-69(d), the owner shall be fined an additional \$100.00 per offense unless the owner agrees to have the animal altered as provided in that subsection.
- (4) *County surcharge.* For each civil penalty imposed for violation of an ordinance relating to animal control or cruelty in this chapter, a surcharge of \$5.00 shall be paid by the person charged to the county. The proceeds from such surcharges shall be used to pay the costs of training for animal control officers.
- (5) *Contesting citation.* Anyone who receives a citation under this section may, within ten days of the issuance of the citation, petition the county court for a hearing on the merits. A copy of the petition shall be filed with the animal control office from which the citation was issued. Filing of the petition with the court shall stay the requirement to pay the fine until the date of the hearing scheduled by the court. Failure to appear at the scheduled hearing shall subject the petitioner to the remedies set forth in this chapter.
- (6) *Show cause order.* If a person fails to pay the civil penalty, fails to appear in court to contest the citation, or fails to appear in court when required by a citation mandating court appearance, the court may issue an order to show cause upon the request of the governing body of the county. This order shall require such persons to appear before the court to explain why action on the citation has not been taken. If any person who is issued such order fails to appear in response to the court's directive, that person may be held in contempt of court.
- (d) *Failure to sign citation.* Any person willfully refusing to sign and accept a citation issued by an officer shall be guilty of a misdemeanor of the second degree, punishable as provided in F.S. § 775.082 or F.S. § 775.083, or a fine not to exceed \$500.00 in addition to the civil penalty.
- (e) *Each act or omission, per animal, a separate offense.* A violation of this chapter as to each animal in the care, custody or control of a person constitutes a separate offense, each separate offense being subject to the penalties provided in this chapter. In all situations where penalties are provided for any act or omission, they shall be held to apply to each and every act or omission.

When any act or omission is of a continuing character, each and every day's continuance of the act or omission constitutes a separate offense and a presumption of continuing harm and violation of this chapter that may be separately charged and punished according to the provisions of this chapter.

- (f) *Proof of charged infractions.* The commission of a charged infraction at a hearing authorized pursuant to this chapter must be proven by a preponderance of the evidence.

(Code 1979, § 3-24; Ord. No. 006-2006, § 1; Ord. No. 022-2006, § 7; Ord. No. 026-2010, § 1)

Sec. 4-47. - Animals found in distress; when agent may take charge; hearing; disposition; sale.

- (a) The purpose of this section is to provide a means by which a neglected or mistreated animal can be:
- (1) Removed from its present custody; or
  - (2) Made the subject of an order to provide care, issued to its owner by the county court, any law enforcement officer, or any animal control officer, and given protection and an appropriate and humane disposition made.
- (b) Any law enforcement officer or any animal control officer may:
- (1) Lawfully take custody of any animal found neglected or cruelly treated by removing the animal from its present location; or
  - (2) Order the owner of any animal found neglected or cruelly treated to provide certain care to the animal at the owner's expense without removal of the animal from its present location, and shall forthwith petition the county court judge wherein the animal is found for a hearing, to be set within 30 days after the date of seizure of the animal or issuance of the order to provide care and held not more than 15 days after the setting of such date, to determine whether the owner, if known, is able to provide adequately for the animal and is fit to have custody of the animal. The hearing shall be concluded and the court order entered thereon within 60 days after the date the hearing is commenced. No fee shall be charged for the filing of the petition. Nothing herein is intended to require court action for the taking into custody and making proper disposition of stray or abandoned animals as lawfully performed by animal control officers.
- (c) The officer or animal control officer taking charge of any animal pursuant to the provisions of this section shall have written notice served, at least five days prior to the hearing set forth in subsection (b) of this section, upon the owner of the animal, if he is known and is residing in the county where the animal was taken, in conformance with the provisions of F.S. ch. 48, relating to service of process. The sheriff of the county shall not charge a fee for service of such notice. If the owner of the animal is known but is residing outside of the county wherein the animal was taken, notice of the hearing shall be by publication in conformance with the provisions of F.S. ch. 49.

(d)

The officer or animal control officer taking charge of an animal as provided for in this section shall provide for the animal until either:

- (1) The owner is adjudged by the court to be able to provide adequately for, and have custody of, the animal, in which case the animal shall be returned to the owner upon payment by the owner for the care and provision for the animal while in the agent's or officer's custody; or
  - (2) The animal is turned over to the officer or animal control officer as provided in subsection (c) of this section and a humane disposition of the animal is made.
- (e) If the court determines that the owner is able to provide adequately for, and have custody of, the animal, the order shall provide that the animal in the possession of the officer or animal control officer be claimed and removed by the owner within seven days after the date of the order.
- (f) Upon the court's judgment that the owner of the animal is unable or unfit to adequately provide for the animal:
- (1) The court may order the animal to be sold by the sheriff at public auction, and shall provide in its order that the current owner shall have no further custody of the animal and that any animal not bid upon shall be remanded to the custody of the Society for the Prevention of Cruelty to Animals, the Humane Society, the county, or any agency or person the judge deems appropriate, to be disposed of as the agency or person sees fit;
  - (2) The court may order the animal destroyed or remanded directly to the custody of the Society for the Prevention of Cruelty to Animals, the Humane Society, the county, or any agency or person the judge deems appropriate, to be disposed of as the agency or person sees fit, upon the testimony of the agent who took custody of the animal, or upon the testimony of other qualified witnesses, that the animal requires destruction or other disposition for humanitarian reasons or is of no commercial value;
  - (3) Upon proof of costs incurred by the agent or officer, the court may require that the owner pay for the care of the animal while in the custody of the animal control officer; or
  - (4) The court may order that other animals that are in the custody of the owner and that were not seized by the officer or agent be turned over to the officer or animal control officer, if the court determines that the owner is unable or unfit to adequately provide for the animals. The court may enjoin the owner's further possession or custody of other animals.
- (g) In determining the person's fitness to have custody of an animal under the provisions of this act, the court may consider, among other matters:
- (1) Testimony from the animal control officer or officer who seized the animal and other witnesses as to the condition of the animal when seized and as to the conditions under which the animal was kept;
  - (2) Testimony and evidence as to the veterinary care provided to the animal;
  - (3)

Testimony and evidence as to the type and amount of care provided to the animal;

- (4) Expert testimony as to the community standards for proper and reasonable care of the same type of animal;
  - (5) Testimony from any witnesses as to prior treatment or condition of this or other animals in the same custody;
  - (6) The owner's past record of judgments under the provisions of this chapter;
  - (7) Convictions under the statutes prohibiting cruelty to animals; or
  - (8) Any other evidence the court considers to be material or relevant.
- (h) If the evidence indicates a lack of proper and reasonable care of the animal, the burden is on the owner to demonstrate by clear and convincing evidence that he is able and fit to have custody of and provide adequately for the animal.
- (i) In any case in which an animal is offered for auction under the provisions of this section, the proceeds shall be:
- (1) Applied, first, to the cost of the sale;
  - (2) Applied, secondly, to the care and provision for the animal by the officer or animal control officer taking charge;
  - (3) Applied, thirdly, to the payment of the owner for the sale of the animal; and
  - (4) Paid over to the court if the owner is not known.
- (j) If an animal shelter or other location is unavailable, a court may order the animal to be impounded on the property of its owner or possessor and shall order such person to provide all necessary care for the animal and to allow regular inspections of the animal by a person designated by the court.
- (k) If a veterinarian finds that an animal kept or used in violation of this section is suffering from an injury or a disease severe enough that it is not possible to humanely house and care for the animal pending completion of a hearing held under F.S. § 828.073(2), final disposition of the criminal charges, or court-ordered forfeiture, the veterinarian may euthanize the animal as specified in F.S. § 828.058. A veterinarian licensed to practice in this state shall be held harmless from criminal or civil liability for any decisions made or services rendered under this subsection.
- (l) If an animal can be housed in a humane manner, the provisions of F.S. § 828.073, shall apply. For the purpose of a hearing, any animal baited, bred, trained, transported, sold, owned, possessed, or used for the purpose of animal fighting or baiting shall be considered mistreated.
- (m) In addition to other penalties prescribed by law, the court may issue an order prohibiting a person who is found in violation of this section from owning, possessing, keeping, harboring, or having custody or control over any animals within the species that are the subject of the

conviction, or any animals kept for the purpose of fighting or baiting, for a period of time determined by the court.

(n) This section shall not apply to:

- (1) Any person simulating a fight for the purpose of using the simulated fight as part of a motion picture that will be used on television or in a motion picture, provided that prohibitions against cruelty to animals are not violated; or
- (2) Any person using animals to pursue or take wildlife or to participate in any hunting regulated or subject to being regulated by the rules and regulations of the state.

(o) This section shall not prohibit, impede, or otherwise interfere with recognized animal husbandry and training techniques or practices not otherwise specifically prohibited by law.

(Code 1979, § 3-34; Ord. No. 006-2006, § 1)

Secs. 4-48—4-63. - Reserved.

### ARTICLE III. - ANIMAL REGULATIONS

Sec. 4-64. - Vaccination of dogs, cats, and ferrets.

(a) Any resident person who owns or keeps a dog, cat, or ferret four months old or older shall cause the dog, cat, or ferret to be vaccinated effectively against rabies with a United States Department of Agriculture approved vaccine, by a licensed veterinarian. Evidence of vaccination shall consist of a rabies vaccination certificate signed by the veterinarian administering the vaccination and a county rabies vaccination tag attached to the animal's collar. The certificate shall contain:

- (1) A numerically serialized certificate;
- (2) The name, address, and phone number of the owner;
- (3) The date of vaccination;
- (4) The expiration date of the vaccination;
- (5) The species, age, sex, color, breed, weight, and name of the animal vaccinated;
- (6) The rabies vaccine manufacturer;
- (7) The vaccine lot number;
- (8) The type and brand of vaccine used;
- (9) The route of administration of the vaccine; and
- (10) The signature of the licensed veterinarian.

(b)

Upon production of a rabies vaccination certificate that meets the criteria listed in subsection (a) of this section, a rabies vaccination tag may be issued by any animal control supervisor or animal control officer for the animal designated in the rabies vaccination certificate. No vaccination tag issued by any other jurisdiction shall be valid in the county.

- (c) The rabies vaccination certificate and tag are issued for one animal and are only valid for the animal and are not transferable.
- (d) Vaccination is excused only if a veterinarian licensed to practice in any state has examined the animal and has certified in writing that a vaccination would be injurious to the animal's health because of its age, infirmity, disability, illness, or other medical considerations. The animal shall be kept in an enclosed building or kennel, and when outside of the enclosure shall be under the direct control of the owner, until the veterinarian can safely vaccinate the animal.
- (e) A dog, cat or ferret that is required to be inoculated and is not inoculated against rabies shall not be released from a county animal shelter or pound until provisions have been made to properly inoculate the animal.
- (f) Each ferret vaccinated according to this section must be quarantined, when necessary, according to the rules of the department of health.
- (g) An animal owner's name, street address, phone number, and animal tag number contained in a rabies vaccination certificate provided to the animal control authority is exempt from § 119.07(1) and § 24(a), art. I of the State Constitution. However, any person who has been bitten, scratched, or otherwise exposed to a zoonotic disease or the physician of such person; a veterinarian who is treating an animal that has been bitten, scratched, or otherwise exposed to a zoonotic disease; or the owner of an animal that has been bitten, scratched, or otherwise exposed to a zoonotic disease shall be provided with any information contained in a rabies vaccination certificate but only with respect to the particular animal biting, scratching, or otherwise causing exposure. Any person with an animal tag number may receive vaccination certificate information with regard to that animal. Law enforcement and prosecutorial agencies; other animal control authorities; emergency and medical response and disease control agencies; or other governmental health agencies shall be provided information contained in the rabies vaccination certificate for the purpose of controlling the transmission of rabies; however, the receiving agencies and authorities must not release the exempt information.

(Code 1979, § 3-7; Ord. No. 006-2006, § 1)

#### Sec. 4-65. - Licenses.

- (a) Any person who owns or keeps in the county a dog, cat or ferret six months of age or older shall cause the animal to be licensed upon establishing residency in the county or upon the animal reaching the age of six months. A license shall consist of a license certificate and a license tag for the animal's collar. License certificates and license tags may be issued only by the animal control

supervisors and licensed veterinarians upon proof that the animal has been inoculated against rabies as required by law and shall be valid for the number of years that the rabies vaccination covers. No license certificate or license tag issued by any other jurisdiction shall be valid in the county.

- (b) An animal control supervisor shall keep a record of all dog, cat and ferret licenses and all kennel licenses issued during the year in his area of responsibility. Such records shall contain the name and address of the person to whom each license is issued. In the case of all individual licenses, the record shall also state the breed, sex, age, color and markings of the dog, cat or ferret; and in the case of a kennel license, it shall state the place where the business is conducted.
- (c) In all prosecutions for violation of this chapter, the records of the animal control supervisor, or the lack of such records, showing the name of the owner and the license number to which any license has been issued, and the license tag affixed to the collar or harness of the dog, cat or ferret showing a corresponding number shall be prima facie evidence of ownership or nonownership of any dog, cat or ferret and of issuance or nonissuance of a dog, cat or ferret license or tag.
- (d) Any nonresident who brings a dog, cat, or ferret six months of age or older into the county with intent to reside within the county permanently, or temporarily for a minimum of six months, shall obtain a license certificate and a license tag from the animal control supervisor or a licensed veterinarian within 30 days of arrival. The owner must prove ownership of the animal.
- (e) The animal control supervisor shall use license certificates and license tags that are of uniform design for use throughout the county, although the name, address, and phone number of the shelter from which the certificate and tag are issued may appear on the certificates and tags, and shall issue the license certificates and license tags to licensed veterinarians. The animal control supervisor shall promulgate reasonable rules and regulations for collection of license fees and shall account annually to the board for revenues received.
- (f) The board shall establish by resolution the fees to be charged for the license certificate and license tag, and shall provide for a discounted license fee for animals that have been implanted or tattooed with a means of permanent identification.
- (g) A county resident who owns a seeing-eye dog or a hearing dog, properly trained and actually being used to assist a blind person or a deaf person, respectively, may obtain from the animal control supervisor a license at no charge upon presentation of proof of such use.
- (h) By resolution, the board may provide additional regulations for license fees, exemptions from license tag requirements, methods of confinement, inspections, and other necessary administrative requirements.
- (i) The board may, by resolution, authorize veterinarians to retain a specified portion of the license fee for each license issued as reimbursement for the cost of issuing the license.

- (j) In the event a license tag is lost or destroyed, a replacement shall be issued by the animal control supervisor or licensed veterinarian upon presentation of the corresponding license certificate and payment of the appropriate fee.
- (k) It is unlawful for any person to remove the license tag of any licensed animal within the county except:
  - (1) When the animal is participating in any organized exhibition, field trial or competition or is in training for these events, or is engaged in a legal sport under supervision of its owner or keeper, or is undergoing grooming;
  - (2) When the dog is confined in a licensed kennel, grooming facility, veterinary hospital, or county pound facility, in which case the license tag number shall be recorded and readily identifiable with the animal to which it belongs; if the animal is not licensed, the facility shall clearly indicate it on the facility's records;
  - (3) When a licensed veterinarian orders in writing that the license tag and collar be removed for reasons of the animal's health, in which case the animal shall be confined within an enclosed building or kennel, or within a fenced area and under direct control of the owner, at all times until the veterinarian permits the collar and tags again to be placed on the animal;
  - (4) When the animal is being voluntarily confined within an enclosed building or kennel; or
  - (5) When the animal has been implanted or tattooed with a permanent means of identification.
- (l) An owner who does not affix a license tag and collar to a dog, cat or ferret, that has no permanent identification, assumes the risk that the animal control officer, in fulfilling his duties under this chapter, will regard the dog, cat or ferret as feral or abandoned and therefore subject to seizure and disposition in accordance with this chapter and state law. The owner of an animal with permanent identification that is registered to that owner shall be exempted from the fees for impoundment the first time that such animal is found at large and impounded by an animal control officer, if the rabies vaccination is also current.
- (m) Persons newly residing in the county shall comply with the licensing provisions of this section within 30 days of change of residence.
- (n) It is unlawful for any person to use or to possess a stolen, counterfeit or forged license certificate or license tag, vaccination certificate, inoculation deterrent form or other documentation required by or issued pursuant to this chapter.
- (o) It is unlawful for the owner or keeper of a dog to refuse to show upon demand by the animal control supervisor or an animal control officer the license certificate or license tag or other documents required by and issued pursuant to this chapter.
- (p) A dog, cat or ferret that is required to be licensed and that is not licensed shall not be released from a county pound until properly licensed.
- (q)



No license or license tag issued for one dog, cat or ferret shall be transferable to another dog, cat or ferret. Whenever the ownership or possession of any dog, cat or ferret is permanently transferred from one person to another within the same county, the license of the dog, cat or ferret may be likewise transferred by the last registered owner upon proper notice in writing to the animal control supervisor who shall note the transfer upon his records. This chapter does not require the procurement of a new license, or the transfer of a license already secured, where the possession of the dog, cat or ferret is temporarily transferred for the purpose of boarding, hunting game, breeding, trial or show.

- (r) Any animal control supervisor and any animal control officer may refuse to issue to any person who has been convicted of any state or federal crimes related to animals a license for a dog, cat or ferret.

(Code 1979, § 3-8; Ord. No. 006-2006, § 1; Ord. No. 022-2006, § 3)

Sec. 4-66. - Kennel license required; license fee.

- (a) Each person, group, association, or corporation, other than a licensed veterinarian, engaged in the commercial business of buying, selling, breeding or boarding dogs or cats, who owns or keeps five or more dogs and/or cats in a kennel, shall obtain a kennel license from the county upon a showing of adequate space, staff and resources to provide humane care and treatment for the number of animals for which said kennel shall be licensed. License applicants shall be required to show that they are in compliance with all applicable federal and state regulations. The kennel license fee shall be as follows:

|                                        |            |
|----------------------------------------|------------|
|                                        |            |
| Per annum for a capacity up to five    | \$250.00   |
|                                        |            |
| Per annum for a capacity of six to ten | \$500.00   |
|                                        |            |
| Per annum for a capacity over ten      | \$1,000.00 |
|                                        |            |

- (b) The board may, by resolution, provide discounted kennel license fees upon proof of such conditions as the board deems a justifiable reason for reducing the licensing fees.
- (c) No animal control supervisor or animal control officer shall issue a kennel license to any person who has, at any time, been convicted of animal cruelty, abuse or neglect, except upon a court order following a show cause hearing wherein the person seeking the kennel license has shown

that he can and will run, keep and operate the kennel in a safe and humane fashion and in accordance with state laws and this chapter.

(Code 1979, § 3-10; Ord. No. 006-2006, § 1)

Sec. 4-67. - Animals at large prohibited; restraint of dangerous dogs; nuisances; confinement of female dogs and cats in heat; curbing dogs.

- (a) No owner or keeper of an animal, other than a domestic cat, shall allow the animal to run at large on any public property or on any private property of another without permission of the property owner. Any animal under the close supervision of its owner or keeper or otherwise engaged in an organized animal exhibition, field trial, competition, legal sport or training for these activities, shall not be deemed to be an animal at large. It is unlawful for owners or keepers of a diseased animal, including a diseased cat, to allow the animal to run at large.
- (b) No owner or keeper of a dog declared by the animal control supervisor to be dangerous shall allow the dog to run at large or to fail to secure, restrain or confine the dog as ordered by the animal control supervisor or animal control officer pursuant to this chapter.
- (c) No animal owner or keeper shall permit the animal to be a nuisance. The owner or keeper of any animal for which the owner or keeper has been given notice that the animal constitutes a public nuisance shall take necessary precautions to abate the nuisance. At a minimum, the owner or keeper shall immediately confine the animal in such manner as is necessary to prevent the continuation of the nuisance. Within 14 days of receipt of notice that an animal constitutes a public nuisance, the owner or keeper shall permanently confine the animal, have the animal destroyed by euthanasia by a licensed veterinarian or remove the animal from the county, whichever may be necessary to the abatement of the nuisance. Failure to abate the nuisance as required herein shall be deemed the maintaining of a public nuisance in violation of this chapter.
- (d) No owner or keeper shall permit a female dog or cat in heat (estrus) to be upon the streets or in any public place. The owner or keeper of a female dog or cat in heat shall confine the animal in a house, building or secure enclosure in such a manner so as to make it inaccessible to any male dog or cat except for controlled and intentional breeding purposes. Maintaining direct control or confinement within a fence, open kennel, open cage or run may be, but shall not be presumed to be, insufficient and not in compliance with this section, unless other measures have been instituted to prevent uncontrolled breeding.
- (e) The following regulations shall apply:
  - (1) No dog owner or keeper shall allow an unleashed dog upon any school grounds.
  - (2) No dog owner or keeper shall, either willfully or negligently, permit the dog to defecate upon any public property, except where designated by official signage, or on private property without the permission of the owner. A dog owner or keeper is required to remove the dog's

feces from any public property or school grounds or any private property upon which the dog is not permitted to defecate. A person having custody or direct control of an animal on property other than his own shall be equipped to collect and shall collect such animal's solid waste when eliminated.

- (3) Except for animals that assist disabled persons, domestic animals are prohibited from all county parks and beaches unless permitted in this Code. No person may cause or allow any domestic animal (of whatever size) other than an animal that assists a disabled person to be brought to, or remain on, any county park or beach, with the exceptions of parks and beaches specified in subsection (e)(4) of this section.
- (4) Pets are permitted to be taken to county parks as set forth in subsection 18-27(1), subject to pet-friendly park restrictions specified therein.
- (5) Except for animals that assist disabled persons, and animals that play a work-related role, domestic animals are prohibited from all county facilities except where specifically allowed by other sections of this Code or by resolution of the board.
- (6) If this subsection (e) is violated, the department is authorized to remove the animal or, in its discretion, to order the owner or keeper to do so.
- (7) An owner or keeper of any animal shall immediately remove any excrement deposited by the animal on any property other than that of the owner, whether the animal is lawfully or unlawfully on the property. Failure to do so immediately shall constitute an additional violation of this section.

(Code 1979, § 3-11; Ord. No. 006-2006, § 1; Ord. No. 030-2010, § 5; Ord. No. 012-2019, § 2)

#### Sec. 4-68. - Abandonment of animals prohibited.

- (a) *Keeping or abandoning an animal on private property.* No person shall:
  - (1) Impound or confine any animal in any place and fail to supply the animal during such confinement with a sufficient quantity of good and wholesome food and water;
  - (2) Keep any animals in any enclosure without wholesome exercise and change of air; or
  - (3) Abandon to die any animal that is maimed, sick, infirm, or diseased.
- (b) *Abandoning an animal in a public place.* No person who is the owner or possessor, or has charge or custody, of any animal shall abandon such animal to suffer injury or malnutrition or abandon any animal in a street, road, or public place.

(Code 1979, § 3-12; Ord. No. 006-2006, § 1)

#### Sec. 4-69. - Neutering of dogs, cats, and rabbits.

- (a) *Required spay and neutering.* No person in the county shall own, possess, or have control or custody of a dog, cat, or rabbit six months of age or older that is not spayed or neutered except for those animals for which an exemption license has been issued.
- (b) *Licensed exemptions.* Owners and keepers of dogs, cats and rabbits who do not want their animals spayed or neutered, regardless of the reason, shall obtain an annual license from their local county animal control office. The annual fee for this license shall be \$35.00 per animal.
- (c) *Spay, neuter or license for exemption required.* No dog, cat, or rabbit that is six months of age or older shall be released by any county animal control officer to an owner or keeper unless the animal is spayed or neutered or licensed to be exempt from the spay/neuter requirement. A dog, cat or rabbit requiring spaying or neutering may be released to the veterinarian of the owner's choice to be spayed or neutered at the owner's expense.
- (d) *Unaltered animal at large fines.* If an animal that has not been spayed/neutered is picked up by animal control or brought into the shelter by any other person, there will be a fine that will be waived if the owner or assigned caregiver agrees to alter the animal prior to leaving the shelter and the animal shall not be released to the owner unless the owner allows the animal shelter to arrange for the animal to be spayed or neutered. If the owner desires to have the animal's regular veterinarian perform the procedure, the owner shall sign a contract with the animal control supervisor that the animal will be spayed/neutered and proof returned to the animal control supervisor of the spay/neuter being within 15 days of release of the animal to the owner. If the owner chooses to keep animal intact and has a license, there shall be a fine for each offense.
- (e) *Registration of pregnant animals; fee.* Prior to birth of a litter of dogs, cats, or rabbits, the owner of the pregnant animal shall register with the animal control supervisor in the area in which the owner is located information regarding the litter. The owner shall pay a county litter registration fee. Owners of animals having unregistered litters will be charged a fine that will be waived if the owner/caregiver agrees to have the litter and breeding mother altered.

(Code 1979, § 3-13; Ord. No. 006-2006, § 1; Ord. No. 022-2006, § 4)

#### Sec. 4-70. - Chaining and tethering animals prohibited.

- (a) *Definitions.* As used in this section:
  - (1) "Owner" includes any owner, custodian, or other person in charge of a dog.
  - (2) As used in this section, tether means to restrain a dog by tying the dog to any object or structure, including without limitation a house, tree, fence, post, garage, or shed, by any means, including without limitation a chain, rope, cord, leash, or running line. Tethering shall not include using a leash to walk a dog.
- (b)

It shall be unlawful for a responsible party to tether a dog while outdoors, except when all of the following conditions are met:

- (1) The dog is in visual range of the responsible party, and the responsible party is located outside with the dog.
  - (2) The tether is connected to the dog by a buckle-type collar or a body harness made of nylon or leather, not less than one inch in width.
  - (3) The tether has the following properties: it is at least five times the length of the dog's body, as measured from the tip of the nose to the base of the tail; it terminates at both ends with a swivel; it does not weigh more than  $\frac{1}{8}$  of the dog's weight; and it is free of tangles.
  - (4) The dog is tethered in such a manner as to prevent injury, strangulation, or entanglement.
  - (5) The dog is not outside during a period of extreme weather, including without limitation extreme heat or near-freezing temperatures, thunderstorms, tornadoes, tropical storms, or hurricanes.
  - (6) The dog has access to water, shelter, and dry ground.
  - (7) The dog is at least six months of age. Puppies shall not be tethered.
  - (8) The dog is not sick or injured.
  - (9) Pulley, running line, or trolley systems are at least 15 feet in length and are less than seven feet above the ground.
  - (10) If there are multiple dogs, each dog is tethered separately.
- (c) An exception can be made when the animal is left unaccompanied in a public location for a period not to exceed 15 minutes.
- (d) For a first-time violation, the department shall issue a warning notice to the responsible party and shall wait at least 30 days before taking any further enforcement action against the responsible party. Thereafter, each violation of this section shall be subject to enforcement in accordance with section 4-46 of this chapter.

(Ord. No. 027-2009, § 1)

**Editor's note—** Ord. No. 027-2009, § 3, adopted July 15, 2009, repealed the former § 4-70, and enacted a new section as set out herein. The former section pertained to similar subject matter and derived from Code 1979, § 3-14; Ord. No. 006-2006, § 1; Ord. No. 022-2006, § 4.

Sec. 4-71. - Luring, enticing, seizing, molesting or teasing an animal.

No person shall entice or lure any animal out of an enclosure or off the property of its owner or keeper, or seize, molest or tease any animal while the animal is held or controlled by its owner or keeper or while the animal is on the property of its owner or keeper.

(Code 1979, § 3-15; Ord. No. 006-2006, § 1)

Sec. 4-72. - Cruelty to animals.

- (a) No person shall unnecessarily overload, overdrive, torment, deprive of necessary sustenance or shelter, or unnecessarily mutilate or kill any animal, or cause the same to be done, or carry in or upon any vehicle, or otherwise, any animal in a cruel or inhumane manner.
- (b) No person shall intentionally commit an act to any animal that results in the cruel death, or excessive or repeated infliction of unnecessary pain or suffering, or cause the same to be done.
- (c) A veterinarian licensed to practice in the state shall not be cited under the provisions of this section for any decisions made or services rendered to provide care or treatment to a sick or injured animal.

(Code 1979, § 3-16; Ord. No. 006-2006, § 1)

Sec. 4-73. - Contagious diseases.

- (a) No person, being the owner, or having the charge of any animal, knowing the same to have any contagious or infectious disease, or to have been recently exposed thereto, shall sell, barter, or dispose of such animal without first disclosing to the person to whom the same is sold, bartered, or disposed of, that such animal is so diseased, or has been exposed, as aforesaid.
- (b) No person, being the owner, or having the charge of any animal, knowing the same to have any contagious or infectious disease, or to have been recently exposed thereto, shall knowingly permit such animal to come into contact with any such animal of another person without his knowledge or permission.

(Code 1979, § 3-17; Ord. No. 006-2006, § 1)

Sec. 4-74. - Prohibition against fighting or baiting animals.

- (a) No person shall knowingly commit any of the following acts:
  - (1) Baiting, breeding, training, transporting, selling, owning, possessing, or using any wild or domestic animal for the purpose of animal fighting or baiting;
  - (2) Owning, possessing, or selling equipment for use in any activity described in subsection (a)(1) of this section;
  - (3) Owning, leasing, managing, operating, or having control of any property kept or used for any activity described in subsection (a)(1) or (a)(2) of this section;
  - (4) Promoting, staging, advertising, or charging any admission fee to a fight or baiting between two or more animals;
  - (5)

Performing any service or act to facilitate animal fighting or baiting, including, but not limited to, providing security, refereeing, or handling or transporting animals or being a stakeholder of any money wagered on animal fighting or baiting;

- (6) Removing or facilitating the removal of any animal impounded under this section from an agency where the animal is impounded or from a location designated by the court without the prior authorization of the court;
  - (7) Betting or wagering any money or other valuable consideration on the fighting or baiting of animals; or
  - (8) Attending the fighting or baiting of animals.
- (b) Notwithstanding any provision of this section to the contrary, possession of the animal alone does not constitute a violation of this section.
- (c) If a court shall order the county or animal control supervisor seizure of any animals and equipment used in committing a violation of this section or of F.S. § 828.122, the animal supervisor in the geographic area affected shall take such action as is necessary to provide for appropriate and humane care or disposition of the animals. If a veterinarian finds that an animal kept or used in violation of this section is suffering from an injury or a disease severe enough that it is not possible to humanely house and care for the animal pending completion of a hearing held under F.S. § 828.073(2), final disposition of the criminal charges, or court-ordered forfeiture, the veterinarian may euthanize the animal as specified in state statutes.
- (d) No person who is convicted of a violation of this section shall be permitted to adopt from a county animal shelter any animals within the species that are the subject of the conviction, or any animals kept for the purpose of fighting or baiting.
- (e) This section shall not apply to:
- (1) Any person simulating a fight for the purpose of using the simulated fight as part of a motion picture that will be used on television or in a motion picture, provided that no state statute or county ordinance is violated;
  - (2) Any person using animals to pursue or take wildlife or to participate in any hunting regulated or subject to being regulated by the rules and regulations of the state; or
  - (3) Any person using animals to work livestock for agricultural purposes.
- (f) This section shall not prohibit, impede, or otherwise interfere with recognized animal husbandry and training techniques or practices not otherwise specifically prohibited by law.

(Code 1979, § 3-18; Ord. No. 006-2006, § 1)

**State Law reference**— Cruelty to animals, F.S. § 828.122.

Sec. 4-75. - Confinement of dangerous dogs; authority to designate a dog as dangerous; confiscation; hearing and appeal procedures.

- (a) Upon receipt of a notarized sworn affidavit, the animal control supervisor shall investigate whether a dog is dangerous. An individual desiring to have a dog designated as dangerous shall attest in a notarized sworn affidavit to the incident giving rise to the request and shall submit the affidavit to the animal control supervisor within 30 days of the incident. The animal control supervisor will, if possible, interview the owner or keeper of the dog under investigation before designating the dog as dangerous. Any animal that is the subject of a dangerous dog investigation, that is not impounded by the animal control supervisor, shall be humanely and safely confined by the owner in a securely fenced or enclosed area pending the outcome of the investigation and resolution of the hearings related to the dangerous dog classification. The animal control supervisor shall require, at a minimum that:
- (1) No dangerous dog may be kept on an unenclosed porch, patio or in any part of a house or structure that would allow the animal to exit such building or enclosure on its own volition, nor shall such animal be kept in a house or structure where window screens or screen doors are the only obstacle preventing the animal from exiting the structure; and
  - (2) All owners, keepers or harborers of dangerous dogs shall display in a prominent place on their premises a sign, easily readable by the public from adjoining public roads or streets, using such words as "Beware of Dangerous Dog" or other appropriate warning language, along with a similar sign that shall be posted on the kennel or pen of such animal.
  - (3) Additional regulations shall be met as set forth in subsection 4-8l(t) upon final determination of a dog as dangerous by the animal control supervisor or administrative hearing process.
- (b) If the animal control supervisor finds that there is sufficient cause to designate a dog as dangerous, written notification of that determination and all the facts known to him shall be delivered to the responsible party by registered mail, certified hand delivery, or service of process in conformance with F.S. ch. 48. The notice shall inform the owner or keeper that the determination and any related fines may be appealed by providing, within seven calendar days of receipt of the written notification, a written request for an administrative hearing; the request shall be delivered to the address provided on the written notice. If a request for a hearing is received more than seven calendar days from the receipt of the written notification, the hearing officer shall be precluded from exercising jurisdiction, and the appeal shall be dismissed as untimely. Persons that seek an administrative hearing shall be responsible for all cost incurred and shall pay the cost for the administrative hearing officer before said hearing will be scheduled.
- (c) Appeal procedure. Upon receipt of a timely written request for an administrative hearing, the animal control supervisor shall schedule an administrative hearing to be held not later than 21 calendar days, and not sooner than five days, after receipt of the written request. Determinations of dangerousness and fines based on the same incident shall be heard at the same administrative hearing. No person aggrieved by a determination to designate a dog as dangerous may appeal to



the court for relief unless he has first exhausted the remedies provided for herein and taken all available steps provided in this section. While an appeal is pending, the determination shall be stayed, provided, however, that pending resolution of the appeal, the owner or keeper shall confine the dog as set forth by the animal control supervisor. If the animal control supervisor has confiscated the dog, the owner or keeper shall be responsible for payment of all boarding cost and other fees as may be required to humanely and safely keep the dog during an appeal.

- (d) No owner or keeper shall permit a dog deemed dangerous, to be in noncompliance with the animal control supervisor's written order or any requirement of this chapter. Failure to comply constitutes a violation of this chapter and subjects the owner or keeper to the penalties of this chapter and subjects the dog to seizure as provided in this chapter.
- (e) Any owner, keeper or harbinger of dangerous dogs, within ten days of the effective date of the ordinance from which this chapter is derived or of notice by an animal control supervisor that an animal in his control or possession is deemed dangerous, shall provide proof to the animal control supervisor and to any person claiming to have been injured by the animal that the owner has notified in writing, proof of service required, the insurer of the premises where the animal is kept.
- (f) All owners, keepers or harborers of dangerous dogs, within ten days of the effective date of the ordinance from which this chapter is derived or of notice by an animal control supervisor that an animal in his control or possession is deemed dangerous, shall provide the animal control supervisor with two color photographs of the registered animal clearly showing the color and approximate size of the animal.
- (g) All owners, keepers or harborers of dangerous dogs must, within three days of the following incidents, report the following in writing to an animal control supervisor:
  - (1) The removal from the county or death of a dangerous dog;
  - (2) The new address of a dangerous dog, if the owner moves within the county limits, and
  - (3) The animal is on the loose, has been stolen or has attacked or bitten a person or animal.
- (h) A dog that bites any person or domestic animal may be quarantined, as provided by F.S. § 767.13, or section 4-44 of the Monroe County Code. No dog may bite or attack a person or an animal, and may be determined to be dangerous unless the bite or attack occurs in circumstances that exempt an animal from the definitions of dangerous under this chapter.

(Code 1979, § 3-19; Ord. No. 006-2006, § 1; Ord. No. 030-2010, § 6)

#### Sec. 4-76. - Keeping wild animals and livestock.

- (a) *Zoning.* No livestock, as defined in section 4-1, or barnyard animals such as chickens, ducks or geese, shall be kept either penned or loose in any area unless permitted by the county. Animals considered wild shall not be kept in any residential area in the county. Horses kept for police

purposes are exempt from the minimum land requirements of this section.

- (1) Keeping of livestock. Excluding horses for personal use as allowed in subsection (2), the keeping of livestock and agricultural/commercial uses associated with the keeping of horses (i.e. stables and riding grounds) is permissible only on a parcel of land that a) has an approved agriculture use and b) is within a land use (zoning) district which permits agriculture and/or is within an agricultural/aquacultural use overlay as set forth in section 130-120 of the Monroe County Land Development Code. The county's code compliance department will be responsible for enforcement of land zoning restrictions under this section, but the County's animal control officers will otherwise be responsible for enforcement relating to animal care.
- (2) Keeping of a horse for personal use. For purposes of this section, a horse is defined as a hoofed mammal categorized within the Species *equus ferus caballus*. For purposes of this section contiguous land means upland that a horse can walk or graze upon but it does not exclude the land upon which structures are built.
  - a. A horse may be kept on a parcel of land that contains one acre or more of contiguous upland, and a small horse not higher at the shoulder than 14 ½ hands (55 in./146 cm) may be kept on a parcel of land that contains a half (½) acre or more of contiguous upland; if all of the following criteria are met:
    1. The horse(s) shall be for personal use only. Under no circumstance shall the horse(s) be kept for a primary on-site commercial purpose, such as a commercial riding ground. Equine therapy and education programs may be allowed as institutional uses where such institutional uses are properly permitted; and
    2. There shall be a lawful residential dwelling unit on the same parcel of land upon which the horse(s) is kept; and
    3. The areas in which the horse(s) is to roam shall be entirely enclosed with a fence of at least four feet in height.; and
    4. The stable or other area in which the horse(s) is kept overnight shall be located at least 50 feet from any residential dwelling unit, excluding the residential dwelling unit located on the parcel where the horse(s) is kept.; and
    5. For parcels of land containing over one acre of contiguous upland, an additional horse may be kept for each additional half (½) acre of upland.
  - b. Non-conformities; Nonconforming uses, which have been established prior to the enactment of this ordinance, may continue unless the use is discontinued or abandoned for six consecutive months.

(b) *Wild animals.*

(1)

No person, partnership or corporation shall possess or harbor any wild animal. This prohibition does not apply to zoological parks, properly licensed transient animal exhibitions, circuses, or licensed veterinarians or DNRDEP-licensed caregivers to wild animals.

(2) Anyone in possession of a wild, or exotic animal, as defined and regulated by federal or state statutes, or a crossbreed of a wild or exotic animal with a domestic animal, shall meet the following requirements to keep the animal:

- a. Obtain and keep current a permit from the state for the keeping, possessing or exhibiting of a wild or exotic animal;
- b. Comply with zoning restrictions for the keeping or possessing of a wild or exotic animal; and
- c. Restrain the animal adequately so as to protect the public from any harm.

(c) *Hearing and disposition.* When an animal control officer has reason to believe that an individual possesses an unpermitted wild or exotic animal, the officer shall submit a report to the office of the county attorney. The county attorney shall decide whether to petition the court for a show cause hearing to determine the animal's status as a wild or exotic animal. If an animal is determined to be wild or exotic by the court, the individual possessing the animal shall immediately comply with the restraint requirements set forth in this chapter. At any time following the judge's decision, if an animal control officer believes any wild or exotic animal has not been adequately restrained, the animal may be immediately taken into custody and held in a safe and humane manner until the owner can demonstrate compliance. Any individual whose animal has been so held by the animal control officer shall be responsible for the costs incurred as a result of failure to comply with this chapter.

(d) *Compliance period; citation.* Any person possessing a wild or exotic animal shall have 14 calendar days following the court's decision to fully comply with this chapter. After 14 calendar days, if that person has not so complied, an animal control officer shall issue that person a citation for violating this chapter. The citation shall require an appearance before a judge and may result in the court-ordered destruction of the wild or exotic animal, or other disposition, at the cost of the owner.

(Code 1979, § 3-20; Ord. No. 006-2006, § 1; Ord. No. 022-2006, § 6; Ord. No. 044-2013, § 1)

Sec. 4-77. - Number of dogs, cats, ferrets and birds allowed.

(a) The number of dogs, cats, and ferrets is not restricted so long as animals are properly licensed, vaccinated, housed and cared for, do not cause a nuisance, and other housing or association rules are complied with.

(b)

Any number of birds may be kept so long as they are adequately and humanely cared for, their noise does not reasonably intrude into the domain of other persons, and their keeping does not create any threat to the health and safety of the public due to unsanitary conditions.

(Code 1979, § 3-28; Ord. No. 006-2006, § 1; Ord. No. 022-2006, § 9)

Sec. 4-78. - Poison prohibited.

No person shall leave or deposit any poison or any substance containing poison, in any common street, alley, lane, or thoroughfare of any kind, or in any yard or enclosure other than the yard or enclosure occupied or owned by such person.

(Code 1979, § 3-29; Ord. No. 006-2006, § 1)

Sec. 4-79. - Keeping of fowl or wildlife.

- (a) The county shall accept for purposes of disposal or relocation only raccoons and such other wild animals as designated by the board in a resolution. If not provided by ordinance or resolution, the county shall have no responsibility to seize, impound or care for any nondomesticated fowl or wildlife.
- (b) An animal control supervisor or animal control agent may issue a citation to anyone who keeps any nondomesticated fowl or wildlife in a manner so as to constitute a hazard to the health or safety of the public or to constitute a public nuisance. Failure of the owner or keeper to abate the nuisance shall be subject to the public nuisance laws of this chapter.

(Code 1979, § 3-30; Ord. No. 006-2006, § 1)

Sec. 4-80. - Construction of provisions.

The provisions of this chapter shall be liberally construed in order to effect the purposes of this chapter.

(Code 1979, § 3-36; Ord. No. 006-2006, § 1)

Sec. 4-81. - Standards of animal care.

- (a) *Applicability.* This section applies to all persons who are owners, care for, or are custodians of animals, whether as individual persons or as any other legal entity. Any person who allows an animal habitually to remain and be lodged within his house, store, building, enclosure or premises shall be considered an owner for purposes of this chapter. These standards of care are supplementary to, and do not diminish or negate any other requirements or prohibitions of this chapter.
- (b) *Wholesome food and water.* Every owner or caregiver of an animal shall provide the animal with sufficient good and wholesome food and water, the minimum standards of which are as follows:

- (1) *Sufficient food.* Provisions not exceeding 24 hours of a quantity of wholesome foodstuff suitable for the animal's specific species and age and that maintains a reasonable level of nutrition.
- (2) *Sufficient water.* Constant access to a supply of clean, fresh potable water provided at intervals not to exceed 24 hours.
- (c) *Clean, sanitary and unconfined care.* Every owner or caregiver of animals shall keep all animals in a clean, sanitary and healthy manner and not confined so as to be forced to stand, sit or lie in their own excrement.
- (d) *Shelter.* Every owner or caregiver of animals shall provide all animals with a shelter that shall be a structure that is ventilated and protected from excessive heat and cold and of sufficient size to permit the animals to exercise and move about freely.
- (e) *Veterinary care.* The owner or caregiver of a diseased or injured animal shall provide the animal with appropriate veterinary care and shall segregate the diseased animal from other animals if necessary to prevent transmittal of disease.
- (f) *Striking an animal with a motor vehicle.* Any operator of a motor vehicle who strikes a dog, cat or other animal shall stop at once and render such assistance as may be possible and shall immediately report such injury or death to the animal control shelter in the area, sheriff's office or police department, or the animal's owner. In the event the owner cannot be ascertained, the operator shall immediately report the accident to the appropriate law enforcement agency or local animal protection shelter.
- (g) *Exposure to poisonous substances.* No person shall expose any known poisonous substance, whether mixed with food or not, so that the poisonous substance may be eaten by any animal, provided that it shall not be unlawful for a person to expose on his property common rat poison mixed only with vegetable substances.
- (h) *Cropping, docking, spaying or neutering restricted.* No person, except a licensed veterinarian, shall crop an animal's ears or dock an animal's tail, or spay or neuter an animal.
- (i) *Animals shall be disposed of in a humane manner.* Under no circumstances shall an animal be killed by the animal control officer or a police officer when away from the animal control shelter, except in emergency cases or when medical help for an injured or suffering animal cannot be obtained within a reasonable period of time.
- (j) *Housing conditions for multianimal housing.*
  - (1) Housing facilities for animals shall be structurally sound and shall be maintained in good repair, to protect the animals from illness or injury, to contain the animals, and to restrict the entrance of other animals.
  - (2)

Every building or enclosure where animals are maintained shall be constructed of material that can be easily cleaned and shall be kept in a clean and sanitary condition. The building shall be properly ventilated to prevent drafts and to remove odors. Heating and cooling shall be provided as required, according to the physical needs of the animals, with sufficient light to allow observation of animals and sanitation.

- (3) All animal rooms, cages, kennels, and runs shall be of sufficient size to provide all animals with adequate room for exercise and general proper accommodations.
  - (4) All animal rooms, cages, kennels, and runs shall provide all animals with proper shelter and protection from the weather at all times, including, but not limited to, a minimum of a roofed, three-sided structure of suitable size. All animals must be provided with an area protected from the elements so as to provide a dry, clean, and shaded area for the animals to rest.
  - (5) No person shall fail to provide an animal with adequate shelter any time an animal is confined in such a manner that it is unable to seek shelter, regardless of the length of time the animal is out in the weather.
- (k) *Unattended animals.* No animal shall be left without proper attention and care for more than 24 consecutive hours. Whenever an animal is left unattended at a commercial animal facility, the name, address and telephone number of the responsible person shall be posted in a conspicuous place at the front of the property, and:
- (1) No condition shall be maintained or permitted that is or could be injurious to the animal;
  - (2) All reasonable precautions shall be taken to protect the public from the animal and the animal from the public; and
  - (3) No person shall give an animal any alcoholic beverage or prescription drug, unless prescribed by a veterinarian.
- (l) *Quartering of incompatible animals.* No person shall allow animals that are natural enemies, temperamentally unsuited, or otherwise incompatible, to be quartered together or so near each other as to cause injury, fear or torment. If two or more animals are so trained that they can be placed together and do not attack each other or perform or attempt any hostile act to each other, the animals shall be deemed not to be natural enemies.
- (m) *Rest periods and proper exercise.* Working animals shall be given adequate rest periods. Confined or restrained animals shall be given exercise proper for the individual animal under the particular conditions.
- (n) *Use of unfit animals.* No person shall work, use, or rent any animal that is malnourished, undernourished, overheated, weakened, exhausted, sick, injured, diseased, lame, or otherwise unfit. This shall mean that if an animal is not shod, it must be provided with footing (i.e., grass, hay, wood shavings or dirt). At a minimum, working animals shall be given 20 minute breaks every hour, with water and shade provided. No animal shall be used if it appears to be lame or in distress.

- (o) *Suspension of animal by animal control shelter.* No person shall allow any animal that any county animal control shelter has suspended from use, to be worked or used until released by the county animal control shelter.
- (p) *Containment of animals in heat.* No person having a female domestic animal or pet in heat shall permit the animal to be contained in such a fashion that stray animals have access to her, or that permits the animal to escape.
- (q) *Restraint of animals off owner's premises.* No owner shall permit a dog or cat to leave the owner's premises unless such animal is under direct control of the owner or is wearing a leash of sufficient strength to restrain the particular animal and is under the positive control of a person of suitable age and discretion.
- (r) *Animals as gifts.*
  - (1) No person shall offer as a prize or give away any live animal/fowl in any contest, raffle, promotional event, lottery, or as enticement for fund raising, or for entry into any place of business.
  - (2) No person shall sell, or offer for sale, barter or give away as pets or novelties rabbits two months old or younger, or baby chicks except for the display or sale of natural chicks or ducklings in proper brooder facilities by hatcheries or stores engaged in the business of selling chicks or ducklings to be raised for commercial purposes.
  - (3) No person shall give away any live animal, fish, reptile, or bird as a prize for, or as an inducement to enter, any contest, game or other competition, or as an inducement to enter a place of amusement. No person shall offer any live animal, fish, reptile, or bird as an incentive to enter into any business agreement where the offer is made for the purpose of attracting trade.
  - (4) No person shall dye, artificially color, spray or paint any live bird or fowl or other animal, or to sell, offer for sale, or otherwise dispose of any colored bird, fowl or other animal.
- (s) *Animals in motor vehicles.*
  - (1) No person shall transport or carry any dog or other animal in a motor vehicle unless the animal is safely enclosed within the vehicle. If a person is transporting or carrying an animal in an unenclosed or partially enclosed vehicle including, but not limited to, convertibles, pick-up and flat-bed trucks, the person shall confine the animal in a container, case, or other device that is of proper and adequate size to prevent the animal from falling from or jumping from the motor vehicle.
  - (2) No person shall leave any animal in any standing or parked vehicle in such a way as to endanger the animal's health, safety or welfare. An animal control officer, a law enforcement officer and their agents are authorized to use reasonable force to remove an animal from any

vehicle whenever it appears that the animal's health, safety, or welfare is, or may be, endangered.

- (3) No person shall permit an animal to be within or on a motor vehicle at any location under such conditions as may endanger the health or well being of the animal, including, but not limited to dangerous temperatures, lack of air, food, water or proper care.
  - (4) No person shall carry or cause to be carried in or upon any vehicle or otherwise, any live animals having the feet or legs tied together or in any other cruel or inhumane manner or without providing suitable and humane facilities including racks, crates or cages in which such animal may stand up or lie down during transportation or while awaiting slaughter or sale.
- (t) *Dangerous dog care.* Every dangerous dog shall be:
- (1) Confined by its owner within a building or secure enclosure. A clearly visible warning sign informing the public of the presence of a dangerous dog on the property shall be posted;
  - (2) Securely muzzled or caged whenever off the premises of its owner;
  - (3) Vaccinated in accordance with section 4-64 of this chapter;
  - (4) Sterilized; and
  - (5) Implanted with a microchip. The microchip shall be registered by the owner with the national registry applicable to the microchip, and the microchip number and other identifying information must be provided to the animal control supervisor.
- (u) *Ferret owners' responsibilities.*
- (1) A person who owns or harbors a ferret that has bitten, scratched, caused abrasions or contaminated with saliva or other infectious material an open wound or mucous membrane of a human being shall report the incident within 48 hours to the county health department.
  - (2) A person who owns or harbors a ferret that has potentially exposed a person or other animal to rabies by biting, scratching, causing abrasions or contaminating open wounds or mucous membranes with saliva or other infectious material, shall handle the ferret in accordance with current published guidelines of the centers of disease control and prevention and state law.
  - (3) No person owning, possessing or having charge of any ferret shall permit a ferret to leave the owner's property unless the ferret is confined or leashed and under the direct control of the owner or a responsible person designated by the owner.
  - (4) No person shall release a ferret into the wild or abandon a ferret.
- (v) *Dead animals.* It shall be unlawful for an owner or caregiver, or person possessing an animal to do any of the following:
- (1) To put any dead animal or part of the carcass of any dead animal, into any body of water, road, street, alley, lane, or other public property; or
  - (2) To allow the carcass of a dead animal to be left unattended and not properly disposed of for more than 72 hours after the death of the animal.



(Code 1979, § 3-35; Ord. No. 006-2006, § 1; Ord. No. 030-2010, § 7)

Sec. 4-82. - Animals at Key West International Airport.

- (a) No person may bring an animal into the airport except:
  - (1) An animal to be or that has been transported by air. Animals being transported must be properly confined before entering the passenger terminal complex and/or must be restrained in a traveling container;
  - (2) A service animal recognized as such by federal or Florida law;
  - (3) An animal which remains inside a motor vehicle at all times;
  - (4) An animal used for law-enforcement, rescue, or wildlife-management purposes; or
  - (5) Animals otherwise authorized by the airport director to come onto the airport for a special event.
- (b) Any person who brings an animal onto the airport or has possession of an animal thereon shall handle such animal in compliance with all applicable laws pertinent to animal welfare.
- (c) All animals permitted by this section 4-82 must be restrained by a leash or confined and completely under control.
- (d) No person other than those authorized by the airport director may hunt, pursue, trap, catch, injure or kill any animal on the airport.
- (e) No person may feed or do any other act to encourage the congregation of birds or other animals on the airport.
- (f) No person may permit, either willfully or through failure to exercise due care or control, any animal to urinate or defecate on the AOA, in parking garage(s), on sidewalks of the airport, within any airport building or in any other area at the airport, except within Pines Park, the missile site, and any other designated animal relief areas. Any solid waste deposited by any animal in any area of the airport shall be immediately collected by the person having custody or control of such animal. Any person having custody or control of an animal on the airport shall be equipped to collect such animal's solid waste when deposited.
- (g) Any person whose animal displays aggression shall immediately remove it from the airport, except with respect to animals acting in the course of law-enforcement or wildlife-management activities permitted by the rules and regulations.

(Ord. No. 012-2024, § 1)



Meeting Date: April 8, 2025

## Business Impact Estimate Form

This Business Impact Estimate Form is provided to document compliance with and exemption from the requirements of section 166.041(4), Fla. Stat. If one or more boxes are checked below under "Applicable Exemptions", this indicates that the Village has determined that section 166.041(4), Fla. Stat., does not apply to the proposed ordinance and that a business impact estimate is not required by law. If no exemption is identified, a business impact estimate required by section 166.041(4), Fla. Stat. will be provided in the "Business Impact Estimate" section below. In addition, even if one or more exemptions are identified, the Village may nevertheless choose to provide information concerning the proposed ordinance in the "Business Impact Estimate" section below. This Business Impact Estimate Form may be revised following its initial posting.

Proposed ordinance's title/reference:

**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**

Applicable Exemptions:

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;

- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant, or other financial assistance accepted by the municipal government;
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☐ The proposed ordinance is enacted to implement the following:
  - ☐ Development orders and development permits, as those terms are defined in s. 163.3164, and development agreements, as authorized by the Florida Local Government Development Agreement Act under ss. 163.3220-163.3243;
  - ☐ Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
  - ☐ Section 553.73, Florida Statutes, relating to the Florida Building Code; or
  - ☐ Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

**Business Impact Estimate:**

The Village hereby publishes the following information:

1. A summary of the proposed ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals and welfare):

The proposed ordinance explicitly adopts the Monroe County Animal Control Ordinance ("MCACO") in the Village Code. The MCACO has historically been enforced within the Village boundaries. With the exception of a local carve out allowing for domesticated chickens, the proposed ordinance would not change that enforcement but, instead, seeks to reconfirm its applicability within the Village Code.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the municipality, including the following, if any:
  - (a) An estimate of direct compliance costs that businesses may reasonably incur if the ordinance is enacted:

Reinforcing the applicability of the MCACO is not intended to impact any business in the Village.

- (b) Identification of any new charge or fee on businesses subject to the proposed ordinance, or for which businesses will be financially responsible:

Reinforcing the applicability of the MCACO is not intended to impact any charges/fees on businesses in the Village.

- (c) An estimate of the municipality's regulatory costs, including an estimate of revenues from any new charges or fees that will be imposed on businesses to cover such costs:

None, as enforcement will be done through Monroe County.

3. A good faith estimate of the number of businesses likely to be impacted by the ordinance:

Reinforcing the applicability of the MCACO is not intended to impact any business in the Village.

4. Additional information the governing body determines may be useful (if any):

N/A.

*Note: The Village's provision of information in the Business Impact Estimate section above, notwithstanding an applicable exemption, shall not constitute a waiver of the exemption or an admission that a business impact estimate is required by law for the proposed ordinance. The Village's failure to check one or more exemptions above shall not constitute a waiver of the omitted exemption or an admission that the omitted exemption does not apply to the proposed ordinance under section 166.041(4), Fla. Stat., section 166.0411, Fla. Stat., or any other relevant provision of law.*

## **After-Action Report**

### **Update for April 8, 2025, Council Meeting**

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*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.*

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#### **VILLAGE MANAGER (VM)**

##### **#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.

##### **#VM24-04**

##### **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:**

## Council Directed Actions and Policies Status Report

Update for **March 18, 2025**, Council Meeting

- 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.
- Staff presented a revised feasibility study proposal to the Village Council at the March 18, 2025 Regular Village Council Meeting.
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**Next Step(s):** The Council did not approve the feasibility study proposal and made a motion that passed which was to "continue this item" until the comprehensive plan update discussions.

### 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 22<sup>nd</sup> 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):** Updates will be made and a draft will be brought to LPA in May.

#### #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

## Council Directed Actions and Policies Status Report

Update for **March 18, 2025**, Council Meeting

**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 11<sup>th</sup>.
- Council has asked for additional review and recommendations.

**Next Step(s):** This item will be considered 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.

**Other Items to be Handled as part of the Comprehensive Plan Update:**

Food Truck Ordinance

Vessel Exclusion Zones

### #PL25-01

#### Windley Key Parking Area

**Date of direction:** December 10, 2024

**Responsible Party:** Planning and Development Services, Public Works

**Direction:** The Village will use the concept plan to design and create a parking area on Windley Key in front of Angler's Way

**Actions accomplished:**

- Staff is working on design and engineering

**Next Step(s):** After design and engineering, bid documents will be created.

### #PL25-02

#### Island Silver and Spice Public Workshop

**Date of direction:** June 11, 2024

**Responsible Party:** Originally Village Manager's Office now Planning and Development Services

**Direction:** The Village should conduct a public workshop on potential uses for Island Silver and Spice.

**Actions accomplished:**

**Next Step(s):** At the March 18, 2025 meeting the Village Council asked for a list of Village owned properties and for other properties to be included in the workshop..

## 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 FKA and FDOT

## Council Directed Actions and Policies Status Report

Update for **March 18, 2025**, Council Meeting

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, RVC, the Village Attorney reported that he is reviewing a proposed ILA provided by the School Board and has made changes in the interests of the Village. Per Council direction at the December 12, 2023, RVC, the Village Attorney continues to work on all of the agreements needed between the Village and the MCSD.
- On December 14, 2023, Village staff reached out to Patrick Lefere of the MCSD requesting the best point of contact to coordinate the community meeting and suggesting a meeting in January 2024.
- The Village Attorney confirmed that a final version of the ILA and other related documents will be presented to the Village Council for approval at a future meeting and that no construction will commence until the Village Council has approved the project.
- A community workshop was held by the Village on March 4, 2024. Interim Village Manager Kimberly Matthews facilitated and Patrick Lefere from the MCSD presented, answered questions and took comments from the public.
- Draft ILA and Operating Agreement has been with School Board attorneys since March 7.
- The Village Manager met with MCS Superintendent Theresa Axford and Patrick LaFere on April 23

**Next Step(s):** The Interlocal Agreement, which is the umbrella agreement that has been in effect for several years and authorizes School use of our existing baseball facilities, will be renewed prior to any agreement regarding the baseball field licensing.

Monroe County Schools 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



## Council Directed Actions and Policies Status Report

Update for **March 18, 2025**, Council Meeting

### 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.

**COMPLETED**

### #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

### #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 contest. 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):** Council removed this item at its March 18, 2025 meeting.

### #VM24-03

#### Training/Onboarding Program for Newly-Elected Council Members

**Date of direction:** February 13, 2024

**Responsible Party:** Village Clerk

## Council Directed Actions and Policies Status Report

Update for **March 18, 2025**, Council Meeting

**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

## Council Directed Actions and Policies Status Report

Update for **March 18, 2025**, Council Meeting

**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 13<sup>th</sup> 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.

### #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:** This item was removed by Council at its March 18, 2025 meeting.