



Islamorada, Village of Islands

LAND USE VILLAGE COUNCIL MEETING - AMENDED

May 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. 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.)

V. MAYOR / COUNCIL COMMUNICATIONS

VI. VILLAGE ATTORNEY / VILLAGE MANAGER COMMUNICATIONS

VII. RESOLUTIONS

- A.** Modifying Resolution No. 24-08-77 and Authorizing the Reservation of 3 Affordable Housing Allocations for Habitat for Humanity **TAB A**
Jennifer DeBoisbriand , Planning Director

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, MODIFYING RESOLUTION NO. 24-08-77 AND AUTHORIZING 3 AFFORDABLE HOUSING UNIT ALLOCATIONS FOR AWARD TO HABITAT FOR HUMANITY FOR A PROPOSED DEVELOPMENT OFF WRENN STREET ON A PARCEL IDENTIFIED WITH RE# 00422730-000200 AND NOT REQUIRING THAT THE 3 UNITS BE ON VILLAGE OWNED PROPERTY; AND PROVIDING FOR AN EFFECTIVE DATE

- B.** AS DIRECTED BY COUNCIL ON MAY 6, 2025 - Resolution Approving the Agreement with Holiday Lightscapes, Inc. to Provide Holiday Decorations **TAB X**

VIII. QUASI-JUDICIAL

- A.** Ordinance Amendment to the Future Land Use Map for Parcel 00404730-000000 - **Second Reading TAB B** Jennifer DeBoisbriand , Planning Director
AN ORDINANCE OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, CONSIDERING THE REQUEST OF LYNN L BELL TO AMEND THE VILLAGE’S FUTURE LAND USE MAP FROM RESIDENTIAL MEDIUM (RM) TO MIXED USE (MU) FOR THE SUBJECT PROPERTY, LOCATED ON UPPER MATECUMBE KEY, WITH REAL ESTATE NUMBER 00404730-000000, AS LEGALLY DESCRIBED HEREIN; PROVIDING FOR THE TRANSMITTAL OF THIS ORDINANCE TO THE STATE DEPARTMENT OF COMMERCE; AND PROVIDING FOR AN EFFECTIVE DATE UPON THE APPROVAL OF THIS ORDINANCE BY THE STATE DEPARTMENT OF COMMERCE.
- B.** Ordinance Amendment to the Official Zoning Map for Parcel 00404730-000000 - **Second Reading TAB C** Jennifer DeBoisbriand , Planning Director
AN ORDINANCE OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, CONSIDERING THE REQUEST OF LYNN L BELL, TO AMEND THE OFFICIAL ZONING MAP FROM SETTLERS RESIDENTIAL (SR) TO HIGHWAY COMMERCIAL (HC) FOR THE SUBJECT PROPERTY, LOCATED ON UPPER MATECUMBE KEY, WITH REAL ESTATE NUMBER 00404730-000000, AS LEGALLY DESCRIBED HEREIN; PROVIDING FOR THE TRANSMITTAL OF THIS ORDINANCE TO THE STATE DEPARTMENT OF COMMERCE; AND PROVIDING FOR AN EFFECTIVE DATE UPON THE APPROVAL OF THIS ORDINANCE BY THE STATE DEPARTMENT OF COMMERCE.

IX. 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

[PUBLIC_PARTICIPATION]

Option 1: Email your comments.

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

Option 2: Call in During the Meeting.

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

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

ADA Assistance:

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

[VERBATIM_RECORD]



Council Communication

To: Mayor and Village Council
From: Jennifer DeBoisbriand , Planning Director
Date: May 8, 2025
SUBJECT: **Modifying Resolution No. 24-08-77 and Authorizing the Reservation of 3 Affordable Housing Allocations for Habitat for Humanity TAB A**

Background:

In 2017, the Village Council approved the reservation of 8 affordable housing allocations from the BPAS for projects on Village-owned lots on the corner of Woods Ave and Gardenia Street. The Gardenia project was issued to Habitat for Humanity and is almost complete. The Woods Ave project was given to the Gorman Companies. Gorman did not proceed with a project and did not meet its obligations under its agreement with the Village. In 2024, the Village Council approved a resolution reserving those same eight allocations for use on Village-owned property.

Habitat for Humanity has another project they want to begin. This project is on property they acquired from Coral Isles Church off Wrenn Street. The project will consist of 4 single-family homes. Habitat has 1 allocation but needs 3 more to complete the project. Before they get too deep in engineering costs and other permitting, they would like to request that the Council reserve 3 of these allocations for this project.

Analysis:

The Council had reserved 8 for use on Village-owned property. It is more likely that any project for affordable housing on Village-owned property will be a multifamily project that would qualify for the early evacuation allocations. The Village still has 292 of these available. Habitat is currently fundraising for this project and has a proven track record of successfully completing affordable housing projects.

Habitat will be present to discuss this request with the Council.

Budget Impact:

None

Staff Impact:

None

Recommendation:

Staff recommend approval of this resolution.

Attachments: 1. 4B08641-Reso modifying 24_08_77 for habitat

RESOLUTION NO. 25-

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, MODIFYING RESOLUTION NO. 24-08-77 AND AUTHORIZING 3 AFFORDABLE HOUSING UNIT ALLOCATIONS FOR AWARD TO HABITAT FOR HUMANITY FOR A PROPOSED DEVELOPMENT OFF WRENN STREET ON A PARCEL IDENTIFIED WITH RE# 00422730-000200 AND NOT REQUIRING THAT THE 3 UNITS BE ON VILLAGE OWNED PROPERTY; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, on June 1, 2017, the Village Council of Islamorada, Village of Islands (the "Village") adopted Resolution No. 17-06-39, thereby approving the reservation of eight (8) affordable unit allocations from the Building Permit Allocation System (BPAS) for the development of workforce housing on Village-owned lots at the corner of Woods Avenue and Gardenia Street (the "Woods Corner lots"); and

WHEREAS, Resolution No. 17-06-39 provided for the reservation of eight (8) affordable unit allocations through December 31, 2018; and

WHEREAS, on April 4, 2019, the Village Council of Islamorada, Village of Islands (the "Village Council"), adopted Resolution No. 19-04-22, thereby amending Resolution No. 17-06-39 to revise and extend the expiration date for the reservation of affordable dwelling unit allocations; and

WHEREAS, on October 8, 2020, the Village Council adopted Resolution No. 20-10-103 extending the reservation of eight (8) BPAS affordable dwelling unit allocations to October 31, 2021; and

WHEREAS, on November 18, 2021, the Village Council adopted Resolution No. 21-11-119 extending the expiration date for the reservation of affordable dwelling unit allocations for the Woods Corner lots through December 31, 2022; and

WHEREAS, the proposed development experienced a delayed start and the allocations were unused prior to the reservation extension expiration date; and

WHEREAS, on August 7, 2024, the Village Council adopted Resolution No. 24-08-77 providing for the reservation of eight (8) affordable unit allocations from the BPAS for the development of workforce housing on Village owned property; and

WHEREAS, Habitat for Humanity has a project for which they require 3 additional affordable unit allocations for development off Wrenn Street on a parcel identified with the RE # 00432730-000200.

WHEREAS, the Village Council finds that modifying Resolution No. 24-08-77 to: (a) release the requirement for 3 of the allocations that they be utilized on Village-owned property (the "Allocations"); and (b) reserve the Allocations for Habitat for Humanity for use off Wrenn Street on a parcel identified with the RE # 00432730-000200, is in the best interest of the Village.

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

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

Section 2. Establishment of Reservation. The Village Council hereby modifies Resolution No. 24-08-77 to: (a) release the requirement for the Allocations that they be utilized

on Village-owned property; and (b) reserve the three (3) Allocations for Habitat for Humanity for a project off Wrenn Street on a parcel identified with the RE # 00432730-000200.

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 become effective immediately upon its adoption.

[The remainder of this page intentionally left blank.]

Motion to adopt by _____, seconded by _____.

FINAL VOTE AT ADOPTION

Mayor Sharon Mahoney _____

Vice Mayor Don Horton _____

Councilmember Deb Gillis _____

Councilmember Anna Richards _____

Councilmember Steve Friedman _____

PASSED AND ADOPTED THIS 8TH DAY OF MAY, 2025.

SHARON MAHONEY, MAYOR

ATTEST:

MARNE MCGRATH, VILLAGE CLERK

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

JOHN QUICK, VILLAGE ATTORNEY

This Resolution was filed in the Office of the Village Clerk of this ____ day of _____, 2025.

RESOLUTION NO.

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING THE AGREEMENT WITH HOLIDAY LIGHTSCAPES, INC. TO PROVIDE HOLIDAY DECORATIONS WITHIN THE VILLAGE.; 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 AGREEMENT; PROVIDING FOR A WAIVER OF COMPETITIVE BIDDING; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, for the 2021 holiday season, staff contacted multiple vendors to provide quotes for the professional installation, maintenance, service, and removal of commercial grade holiday decorations, and only one vendor, Holiday Lightscares, Inc. ("Holiday Lightscares"), had the ability to deliver those services; and

WHEREAS, since the 2021 holiday season, the Village has utilized the services of Holiday Lightscares for every subsequent holiday season; and

WHEREAS, at its regular Village Council meeting on May 6, 2024, the Village Council of Islamorada, Village of Islands ("Village Council") confirmed its desire to continue providing holiday decoration through a contract with Holiday Lightscares; and

WHEREAS, the Village Council considered proposals from Holiday Lightscares for a 1-year and 3-year agreement, and desires to enter into a 3-year agreement for holiday decorations due, *inter alia*, to the lower annual costs contained therein; and

WHEREAS, Section 2-328(a) of the Village Code provides that competitive bidding requirements may be waived by the Village Council upon a finding that the purchase of the goods or services without competitive bidding is in the best interests of the Village; and

WHEREAS, the Village Council finds that retaining the services of Holiday Lightscares for a 3-year holiday light agreement and authorizing a waiver of competitive bidding for same 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. Acceptance of Agreement. The Village Council hereby approves the terms and conditions of the agreement attached hereto as Exhibit "A" ("Agreement") together with such non-material changes as may be acceptable to the Village Manager and approved as to form and legality by the Village Attorney.

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

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 Agreement.

Section 5. Waiver of Competitive Bidding. In accordance with Section 2-328(a) of the Village Code, the Village Council waives the competitive bidding purchasing provision of the Village Code.

Section 6. 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 _____

Councilmember Steve Friedman _____

Councilmember Deb Gillis _____

Councilmember Anna Richards _____

PASSED AND ADOPTED ON THIS ____ DAY OF _____, 2025.

SHARON MAHONEY, MAYOR

ATTEST:

MARNE MCGRATH, VILLAGE CLERK

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

JOHN J. QUICK, VILLAGE ATTORNEY

AGREEMENT

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

ISLAMORADA, VILLAGE OF ISLANDS

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

and

HOLIDAY LIGHTSCAPES INC.

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

"CONTRACTOR."

WITNESSETH:

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

Article I. PREAMBLE

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

Section 1.01 The VILLAGE is in need of an independent experienced contractor to provide holiday lights and lighted decorations, installation, maintenance and removal in a timely and responsive timeframe (the "Project").

Section 1.02 On May 7, 2025, the VILLAGE received a proposal from CONTRACTOR, for completion of the Project (the "Proposal").

Section 1.03 On May 8, 2025, the Village Council of Islamorada, Village of Islands (the "Village Council") adopted Resolution No. 25-__ accepting the CONTRACTOR's Proposal and authorizing the Village to negotiate and execute this Agreement with CONTRACTOR for the Project.

Section 1.04 VILLAGE and CONTRACTOR desire to enter into this Agreement for the completion of the Project in accordance with the Proposal on the schedule set forth in ARTICLE 3 entitled "TIME FOR COMPLETION".

Article II. SCOPE OF WORK

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

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

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

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

Article III. TIME FOR COMPLETION

Section 3.01 The CONTRACTOR shall commence work as directed by the VILLAGE and in accordance with a Project Timeline. The Project Timeline shall be based upon the timeline as stated in Exhibit "A" to this Agreement. CONTRACTOR shall complete all work in a timely manner in accordance with the Project Timeline.

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

Article IV. CONTRACT PRICE, GUARANTEES AND WARRANTIES

Section 4.01 The VILLAGE hereby agrees to pay CONTRACTOR for the faithful performance of this Agreement, for work completed in accordance with the Proposal attached hereto as Exhibit "A", and as directed by VILLAGE. Prices for work completed by the CONTRACTOR shall be as reflected in Exhibit "A". An annual contract price hereto is referred to as Contract Price and shall not exceed **Fifty-Four Thousand Nine-Hundred Fifteen Dollars and 30/100 Dollars (\$ 54,915.30)**.

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

Section 4.03 The CONTRACTOR shall guarantee all portions of the Project against poor workmanship and faulty materials from the date of installation through the date of removal (the "Project Period").

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

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

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

Article V. CONTRACTOR'S LIABILITY INSURANCE AND BONDS

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

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

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

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

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

- (a) Workers' Compensation Insurance – as required by law;
- (b) Comprehensive General Liability Insurance, including Premises Operation, Products and Completed Operations, Blanket Contractual Liability, Personal Injury Liability, Expanded Definition of Property Damage - \$1,000,000 combined single limit;

- (c) Automobile Liability Insurance - \$300,000 per occurrence, \$300,000 per Accident for bodily injury and \$1,000,000 per accident for property damage; and
- (d) Pollution Liability Insurance \$1,000,000 per claim and in the aggregate
Contractor shall purchase and maintain pollution liability insurance against claims for damages arising out of the assessment, removal, remediation, transport and/or handling of hazardous materials, including but not limited to mold, asbestos, and lead. The policy shall include a minimum limit of not less than \$1,000,000.00 per claim and in the aggregate. Said pollution liability policy shall include and list as additional insureds the Village, include coverage for its respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of all such additional insureds; and, the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby (including as applicable those arising from both ongoing and completed operations) on a non-contributory basis.

Contractor shall obtain all necessary endorsements to support these requirements.

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

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

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

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

Article VI. PROTECTION OF PROPERTY

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

Article VII. CONTRACTOR'S INDEMNIFICATION

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

connection with this Agreement except with respect to payment for services rendered with respect to this Agreement.

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

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

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

Article VIII. INDEPENDENT CONTRACTOR

Section 8.01 This Agreement does not create an employee/employer relationship between the parties. It is the intent of the parties that the CONTRACTOR is an independent contractor under this Agreement and not the VILLAGE's employee for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers Compensation Act, and the State unemployment insurance law. The CONTRACTOR shall retain sole and absolute discretion in the judgment of the manner and means of carrying out the CONTRACTOR's activities and responsibilities hereunder provided. This Agreement shall not be construed as creating any joint employment relationship between the CONTRACTOR and the VILLAGE and the VILLAGE will not be liable for any obligation incurred by CONTRACTOR, including but not limited to unpaid minimum wages and/or overtime premiums.

Article IX. CHANGES TO SCOPE OF WORK AND ADDITIONAL WORK

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

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

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

Article X. TERM AND TERMINATION

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

Section 10.02 This Agreement is for a period of three (3) years, or three Project Periods commencing with the holiday season in calendar year 2025.

Article XI. CONTRACT DOCUMENTS

Section 11.01 CONTRACTOR and VILLAGE hereby agree that the following Exhibits, which are attached hereto and made a part thereof, are fully incorporated herein and made a part of this Agreement, as if written herein word for word: this Agreement; including Affidavit Attesting to Noncoercive Conduct for Labor or Services; CONTRACTOR's Proposal as set forth and incorporated into this Agreement as Exhibit "A" and all other addendums and exhibits thereto. In the event there is a conflict between the terms of the CONTRACTOR'S Proposal, and this Agreement, the terms of this Agreement shall prevail.

Article XII. MISCELLANEOUS

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

Section 12.02 Assignments. This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by CONTRACTOR without the prior written consent of VILLAGE. For purposes of this Agreement, any change of ownership of

CONTRACTOR shall constitute an assignment which requires VILLAGE approval. However, this Agreement shall run to the VILLAGE and its successors and assigns.

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

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

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

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

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

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

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

Section 12.08 Scrutinized Companies.

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

Section 12.09 Noncoercive Conduct for Labor or Services. In accordance with Section 787.06, Florida Statutes, the CONTRACTOR has attested to the affidavit attached hereto as Exhibit " __ "that CONTRACTOR does not use coercion for labor or services.

Section 12.10 Notice. Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by registered United States mail, with return receipt requested, addressed to the party for whom it is intended and the remaining party, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. For the present, the CONTRACTOR and the VILLAGE designate the following as the respective places for giving of notice:

VILLAGE: Village Manager
Islamorada, Village of Islands
86800 Overseas Highway
Islamorada, Florida 33036

Copy To: Village Attorney
Islamorada, Village of Islands
86800 Overseas Highway
Islamorada, Florida 33036

CONTRACTOR: Sean Wolfe, President
Holiday Lightscapes Inc.
145 Matthews Street
Satellite Beach, FL 32937
swolfe@holidaylightscapes.com

Section 12.11 Binding Authority. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

Section 12.12 Exhibits. Each Exhibit referred to in this Agreement forms an essential part of this Agreement. The exhibits if not physically attached should be treated as part of this Agreement and are incorporated herein by reference.

Section 12.13 Headings. Headings herein are for convenience of reference only and shall not be considered on any interpretation of this Agreement.

Section 12.14 Severability. If any provision of this Agreement or application thereof to any person or situation shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

Section 12.15 Governing Law. This Agreement shall be governed by the laws of the State of Florida with venue lying in Monroe County, Florida.

Section 12.16 Disputes. Any claim, objection, or dispute arising out of the terms of this Agreement shall be litigated in the Sixteenth Judicial Circuit Court in and for Monroe County.

Section 12.17 Extent of Agreement. This Agreement together with Contract Documents and Exhibits, attached hereto, as amended herein above represents the entire and integrated agreement between the VILLAGE and the CONTRACTOR and supersedes all prior negotiations, representations or agreements, either written or oral.

Section 12.18 Waiver. Failure of the VILLAGE to insist upon strict performance of any provision or condition of this Agreement, or to execute any right therein contained, shall not be construed as a waiver or relinquishment for the future of any such provision, condition, or right, but the same shall remain in full force and effect.

[SIGNATURE PAGE TO AGREEMENT]

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

VILLAGE

ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA

By: _____
Ron Saunders, Village Manager

AUTHENTICATION:

Marne McGrath, Village Clerk

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

John J. Quick, Interim Village Attorney

CONTRACTOR

WITNESS:

Denise Dail

Print Name: Denise Dail

State of: Florida

County of: Duval

The foregoing instrument was acknowledged
before me 7th day of May, 2025

Christine Coleman
Your Name Here, Notary Public

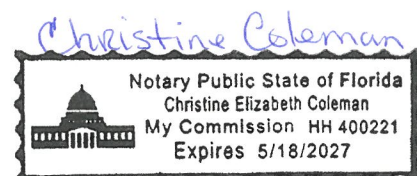
My Commission Expires 5-18-2027

By: HOLIDAY LIGHTSCAPES INC.

Print Name: SEAN WOLFE

Title: OWNER / PRESIDENT

Date: 5/7/25



5-7-2025

Affidavit Attesting to Noncoercive Conduct for Labor or Services

Nongovernment Entity name: HOLIDAY LIGHTSCAPES INC. ("Vendor")
Vendor FEIN: 20-3857106
Address: 145 MATTHEWS STREET
City: SATELLITE BEACH State: FL Zip: 32937
Phone number: 561.401.1836 Email Address: SWOLFE@HOLIDAYLIGHTSCAPES.COM

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

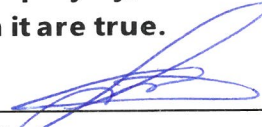
As defined in Section 787.06(2)(a), coercion means:

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

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

Written Declaration

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

By: 
Authorized Signature

Print Name and Title: SEAN WOLFE - OWNER/PRESIDENT

Date: 5/7/25

Exhibit "A"
FORM OF CONTRACTOR'S PROPOSAL

Employee(s) of Holiday Lightsapes will periodically visit the site and make service calls to the customer as necessary to repair any installation problems and replace any lighting and décor required. Maintenance does not cover vandalism, damage from lawn/landscape companies, or animals. We offer a 48-hour turn-around policy for maintenance.

Any permanent fastening or drilling will be approved in advance. Best efforts will be made to avoid permanent fasteners.

The Holiday Lightsapes team looks forward to working with you! Upon acceptance, sign and email to info@holidaylightsapes.com.



PROPOSAL

Holiday Lightscapes Inc.
145 Matthews Street
Satellite Beach, Florida 32937
Phone: 561.827.4357
www.holidaylightscapes.com
info@holidaylightscapes.com

To: Stephanie M. Peel - Stefanie.peel@islamorada.fl.us

Project Title: The City of Islamorada Holiday Lighting and Décor 2025 – Festival of Lights

Submitted: 5/7/2025

Job Description:

Holiday Lightscapes will install, maintain, and remove the following lights and decorations for the Christmas Season. Maintenance included through January 2nd, 2026. Holiday Lightscapes will light all areas specified below with commercial grade LED products and decor. The overall project objective is to provide The City of Islamorada with a beautiful display that will be enjoyed throughout the Holiday Season. The project is broken down by section and details are provided below.

Any additional services to be added require further bid and proposal

AREA 1 – FOUNDERS PARK



- 11 – Large Mahogany and Buttonwood trees spiral wrapped in LED lights on base and branches (Every other Oak tree)

TOTAL = \$9,900.00

ADD-ONS:

- 13 – Large Mahogany and Buttonwood trees spiral wrapped in LED lights on base and branches (Every other Oak tree)

TOTAL = \$11,700.00



- Approx. 200ft LED C9 stringer lighting along lower-level roof line – **UPPER LEVEL INCLUDED**
- 8 – 60” Pre-lit LED wreaths with large bows suspended between columns in front of building
- 3 – LED Reindeer Selfie decor with silhouettes from 5 to 7 feet tall

TOTAL = \$7,980.00

AREA 2 – HURRICANE MONUMENT





- 6 – Large Coconut palms trees spiral wrapped in LED mini lights on base and fronds
- 1 – Large Royal palm tree spiral wrapped in LED mini lights on base and fronds
- 1 – Large pre-lit, fully decorated wreath in traditional mounted on monument tower
- 1 – 12ft Majestic Mountain Pine Commercial Christmas Tree in all white lights
- 1 – 12ft LED Ornament Icon walk-through photo display

TOTAL = \$20,740.00

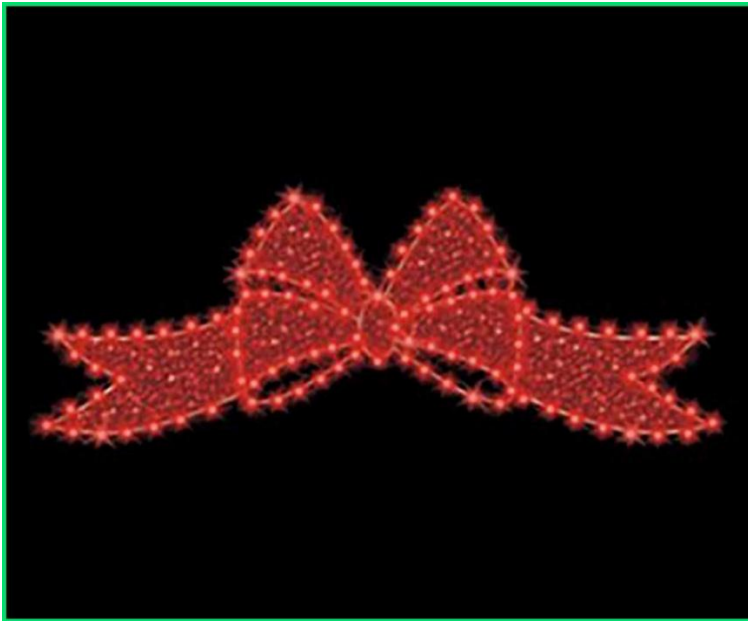
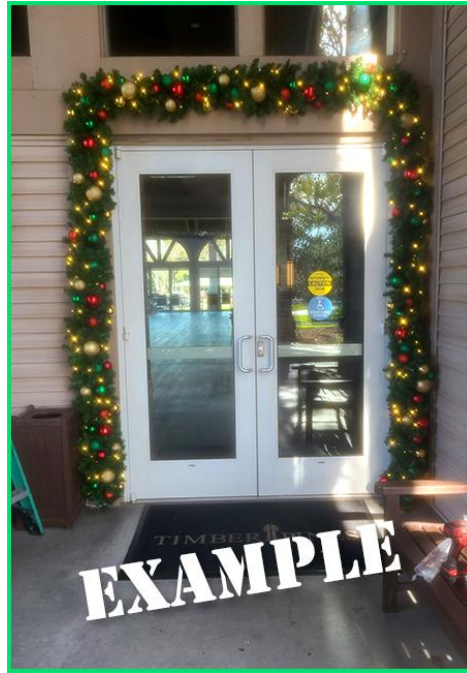
AREA 3 – LIGHTHOUSE



- Pre-lit LED garland wrapped around middle ledge of lighthouse
- 1 – Large LED Christmas Star topper placed on top of lighthouse
- 1 – 72" Pre-lit FULLY DECORATED wreath with large red bow placed on front of lighthouse
- **DÉCOR INCLUDED**
- RGB (color changing) up lighting to showcase trees and landscape in the area

TOTAL = \$2,672.00

AREA 4 - FOUNDERS PARK MAIN ENTRANCE SIGN



- 3 – 9ft Sections of LED warm white traditional decorated garland draped over top and sides of sign
- 1 – 6ft wide by 2.5ft tall LED bow mounted on top center of sign
(bow is double sided and has glitter to shine during daytime as well)

TOTAL = \$3,385.00

AREA 5 – WELCOME TO THE CITY OF ISLAMORADA SIGN



- 2 – 9ft Sections of LED warm white traditional decorated garland draped over top and sides of sign
- 2 – 6ft tall Fiberglass and hand painted Toy Soldiers placed on each side of welcome sign

TOTAL = \$4,640.00

+++++

1 SEASON LEASE AGREEMENT (PER SEASON TOTAL):	\$61,017.00
3 SEASON LEASE AGREEMENT (PER SEASON TOTAL):	<u>(10% DISCOUNT) \$54,915.30</u>

** ALL PRICING ABOVE INCLUDES PRODUCT, MATERIAL, EQUIPMENT and LABOR **
 ** INSTALLATION, MAINTENCE, and REMOVAL **

1 SEASON LEASE AGREEMENT (PER SEASON TOTAL): \$61,017.00
3 SEASON LEASE AGREEMENT (PER SEASON TOTAL): (10% DISCOUNT) \$54,915.30

Holiday Lightsapes Inc.
145 Matthews Street
Satellite Beach, FL 32937
561.827.4357

Stephanie Peel – Stefanie.peel@islamorada.fl.us
86800 Overseas Highway
Islamorada, FL 33036
305.664.6420

_____	_____
_____	_____
_____	_____
_____	_____

UPON ACCEPTANCE, PLEASE PROVIDE US WITH THE FOLLOWING INFORMATION

I would like the lights plugged in on _____ (weather permitting)

I would like the lights unplugged on _____ (weather permitting)

I would like the lights to turn on at (circle one)

4PM 4:30PM 5PM 5:30PM 6PM 6:30PM 7PM 7:30PM 8PM 8:30PM

I would like the lights to turn off at (circle one)

10PM 10:30PM 11PM 11:30PM 12AM 12:30AM 1AM 1:30AM 2AM

Leave them on all night

Please provide us with any special instructions, neighborhood codes, etc. (if any)

THANK YOU FOR YOUR BUSINESS!



Council Communication

To: Mayor and Village Council
From: Jennifer DeBoisbriand , Planning Director
Date: May 8, 2025
SUBJECT: **Ordinance Amendment to the Future Land Use Map for Parcel 00404730-000000 - Second Reading TAB B**

Background:

The applicant, Lynn L Bell, has submitted a map amendment application requesting an approval for a Future Land Use Map (FLUM) Amendment from Residential Medium (RM) to Mixed-Use (MU) designation on the subject property, located at 81213 Overseas Highway (RE #00404730-000000), comprising 18,385 square feet. The current use of the property is vacant land. This FLUM amendment has a companion application for a Zoning Map Amendment, which proposes a change from a Settlers Residential (SR) District to a Highway Commercial (HC) District, and the FLUM amendment cannot be approved without approval of the companion Zoning Map Amendment. The applicant's agent has submitted a needs analysis detailing the map amendment request.

The subject property currently has an existing Residential Medium (RM) Future Land Use designation. The property to the north is designated Mixed Use (MU). The property to the south is designated Public/Semi-Public (PS). The properties to the East are designated Residential Medium (RM) and the properties to the West across Overseas Highway are designated Residential High (RH) and Mixed Use (MU). The character of the surrounding area is mixed use with residential uses, commercial uses and institutional uses.

The property is scarified. The property is not recognized as habitat to any state or federal listed animal species, and it is not within the state conservation recreation lands' boundary or critical habitat area. Pursuant to the Village's GIS data and records, the parcel is defined as scarified.

Analysis:

Areas designated MU on the Future Land Use Map recognize the prevalent and historical mixed-use pattern of development in the Village. The MU designation shall accommodate a mix of commercial and residential uses, which may be located in the same building, limited public and semi-public uses, recreational facilities, schools, marinas, tourist-oriented facilities, and supportive community facilities ancillary to the permitted uses, pursuant to the standards in the Comprehensive Plan and the Land Development Regulations [Ref. Comprehensive Plan Objective 1-2.4].

The proposed FLUM amendment would alter the development potential of the subject property. The following table is a comparison of the maximum residential density and non-residential intensity [or floor area ratio (FAR)] between the existing RM FLUM and the

proposed MU FLUM.

Existing FLUM Category Maximum
Residential Density Maximum Non-Residential
Intensity (FAR)
Residential Medium (RM)
 Single Family 1 Units per lot -
 Duplex 2 Units per lot -
 Triplex for Affordable Housing 3 Units per lot -
 Fourplexes for Affordable Housing 4 Units per lot -
Proposed FLUM Category Maximum
Residential Density Maximum Non-Residential
Intensity (FAR)
Mixed Use (MU) Residential
Residential Density Allowance 6 units per acre -
With TDRs 12 units per acre -
Affordable Housing 15 units per acre -
Mixed Use (MU) Nonresidential
Outside Village Activity Centers - .25
Outside Village Activity Centers with TDRs - .35
Inside Village Activity Centers - .35
Working Waterfronts - .35

Maximum Residential Density: The proposed MU FLUM designation would allow market-rate residential density based on acreage (6 units per acre); and therefore, the minimal lot size to support one (1) market-rate residential unit would be 7,260 square feet or 0.16 acre. The MU FLUM category allows affordable housing at an allocated density of 15 units per acre, which requires a minimum of 2,904 square feet to support one unit. If approved, the proposed FLUM amendment would result in an increase of either two (2) market-rate residential dwelling units or up to six (6) deed-restricted affordable residential dwelling units on the property.

Maximum Non-Residential Intensity (FAR): The proposed MU FLUM category would allow nonresidential intensity of 0.25 FAR for areas outside of the Village Activity Centers, and up to 0.35 FAR for areas inside the Village Activity Centers, Working Waterfronts and through utilizing the transfer of development rights (TDRs).

Impact on Public Facilities:

Wastewater: The Village has adopted level of service (LOS) standards for wastewater management systems as required by Federal and State regulations. Currently, any permitted or replacement on-site wastewater treatment facility with a design flow less than or equal to 100,000 gallons per day (GPD) within the Village must comply with the 10/10/10/1 Best Available Technology (BAT) standard, as well as require approval from the Monroe County Health Department and/or the Florida Department of Environmental Protection.

Finding: Any new development associated with the proposed FLUM amendment would be subject to this provision or would be mandated to hook up to a central sewer system.

Potable Water: The Village has adopted LOS standards for potable water. The LOS standard for the Village are 371.7 gallons per equivalent residential unit (ERU) per day. Based on water use data provided by FKA and 2010 Census population data, the current amount of water

consumed by an ERU in Monroe County is 219.42 gallons per day (GPD). Therefore, the actual demand is lower than the Village's LOS standard for ERUs of 371.7 GPD.

Finding: At this time it is not apparent if the proposed FLUM amendment is projected to increase the existing potable water LOS below the adopted standard, as provided in Comprehensive Plan Policies 4-1.1.3 and 9-1.2.3.

Solid Waste: The Village has adopted LOS standards for solid waste management. Pursuant to Comprehensive Plan Policies 4-1.1.4 and 9-1.2.3, minimum disposal quantity is 12.2 pounds per day per equivalent residential unit (ERU). The Village's solid waste LOS also requires that sufficient capacity shall be available at a solid waste disposal site to accommodate all existing and approved development for a period of three years from the projected date of completion of the proposed development or use. Islamorada has no facilities within its jurisdiction for the disposal of solid waste.

Finding: solid waste generated from the Village is currently managed through a contract with Island Disposal and disposed of through existing authorized Monroe County and Miami-Dade County solid waste facilities.

Stormwater: The Village has adopted LOS standards for stormwater management as currently mandated by State agencies, as defined in the Village's adopted Stormwater Management Master Plan, and as implemented in the Village's LDRs and Stormwater Design Criteria Technical Manual.

Finding: Delopment associated with the proposed FLUM amendment would be subject to these standards and is required to meet or exceed them as a condition of development approval.

Recreation and Open Space: The Village has adopted a minimum LOS standard for recreation and open space of 3.79 acres per 1,000 population, pursuant to Comprehensive Plan Policy 9-1.2.3. According to the Village's most recent Public Facilities Capacity Assessment, there is an estimated functional population of 11,280 persons in 2012. Therefore, 42.75 acres of recreation and open space are required to meet the adopted LOS.

Finding: The existing supply of recreation and open space area in the Village is 132.3 acres, which exceeds the adopted LOS standard and provides for 11.73 acres per 1,000 persons. Therefore, the proposed FLUM amendment is not projected to decrease the existing recreation and open space LOS below the adopted standards, as provided in Comprehensive Plan Policy 9-1.2.3.

Roadways: The Village has adopted minimum LOS standards for roadways, pursuant to Comprehensive Plan Policy 9-1.2.3.

Finding: The Property is located adjacent to Overseas Highway which shall have sufficient available capacity to operate at or above LOS as measured by peak hours volumes at all intersections including but not limited to all intersections of U.S.1.

Schools: The Comprehensive Plan does not establish a LOS standard for schools, but Monroe County and state law require that school classroom capacity be available to accommodate all school-age children generated by proposed development or use.

Finding: According to the 2012 Monroe County Public Facilities Capacity Assessment Report, all schools have adequate capacity to serve the growth anticipated in 2012 at the County's adopted LOS standard. The FLUM Amendment will not impact the Level of Service in the Schools.

Compatibility with Comprehensive Plan Policies:

- ☐ Policy 1-2.1.14, Criteria for Future Land Use Map (FLUM) Amendments
- ☐ Policy 1-2.4, Recognize Mixed Use Development Patterns
- ☐ Policy 1-2.4.1, Guide The Location of Commercial uses and Revitalize Commercial Areas
- ☐ Policy 1-2.4.5: Standards Applicable to Non-Residential Uses in the MU Designation
- ☐ Objective 1-4.6: Prevent Proliferation of Urban Sprawl

Comprehensive Plan Policy 1-2.1.14, Criteria for Future Land Use Map (FLUM) Amendments, states that Islamorada, Village of Islands, shall maintain specific criteria for amending the Future Land Use Map that are consistent with the general procedures delineated in Chapter 163.3177, 163.3184 and 163.3189, Florida Statutes and the principles for guiding development in areas of critical state concern. The Village Council shall make its determination on proposed FLUM amendments on legitimate public purpose based on one or more of the following factors; however, in no event shall an amendment be approved which would result in an adverse community change.

Comprehensive Plan Objective 1-2.4, Recognize Mixed Use Development Patterns, states: "Areas designated Mixed Use (MU) on the Future Land Use Map recognize the prevalent and historical mixed-use pattern of development in the Village. The MU category shall accommodate a mix of commercial and residential uses, which may be located in the same building, limited public and semi-public uses, recreational facilities, schools, marinas, tourist-oriented facilities, and supportive community facilities ancillary to the permitted uses, pursuant to the standards in the Comprehensive Plan and the Land Development Regulations."

Finding: The proposed map amendment would be consistent with the historical trend of a mixed-use development pattern within the Village. The properties along Overseas Highway contain mixed uses, including commercial, recreation and residential uses.

Comprehensive Plan Policy 1-2.4.1, Guide The Location Of Commercial Uses And Revitalize Commercial Areas, states Mixed Use (MU) is the only FLUM category in which commercial uses shall be permitted. The general pattern of commercial land uses in MU shall:

1. Prevent negative impacts on the fragile coastal ecosystem by directing commercial development away from environmentally sensitive lands and critical habitat;
2. Revitalize all existing commercial areas and further distinguish Village Activity Centers;
3. Restrict the scale and intensity of commercial development outside of the Village Activity Centers and other appropriate areas in the Village;
4. Promote safe and efficient vehicle, cyclist and pedestrian movement;
5. Prevent or minimize Village costs to provide infrastructure;
6. Avoid encroachment of incompatible commercial activity into established residential neighborhoods;
7. Enhance the unique character of the Village's commercial land uses through incentives for bufferyards and landscaping; and
8. Facilitate within the Village Activity Centers, the creation of aesthetically pleasing commercial spaces outdoors, as places for social leisure and interaction, while limiting light

industrial uses, outdoor storage and sales as a primary use of land, and outdoor retail sales as an accessory use of land.

Finding: The proposed amendment would be consistent with this policy in that it guides redevelopment to the scarified area.

Comprehensive Plan Policy 1-2.4.5, Standards Applicable to Non-Residential Uses in the MU Designation, states, "The Floor Area Ratio (FAR) for MU designated parcels outside of the Village Activity Centers shall not exceed 0.25, except that an FAR up to 0.35 may be allowed on designated receiver sites through the transfer of development rights and for Working Waterfronts parcels, as provided for in the Land Development Regulations. FAR within the Village Activity Centers and on Working Waterfronts parcels shall not exceed 0.35 FAR. The Land Development Regulations shall establish criteria governing the appropriate mass and scale of structures, trip generation, design and location of access and egress facilities, off-street parking and safe pedestrian facilities in MU. Design techniques such as landscaping, screening and buffering shall be applied to ensure land use compatibility within MU areas."

Finding: Any possible future development associated with the proposed FLUM amendment would be required to comply with all applicable portions of the Land Development Regulations, including but not limited to landscaping, buffering and off-street parking. Therefore, the proposed amendment is consistent with Policy 1-2.4.5.

Comprehensive Plan Objective 1-4.6: Prevent proliferation of Urban Sprawl and Coordinate the Timing and Staging of Public and Private Development states, "Land Development Regulations shall ensure that the location, scale, timing and design of development is coordinated with public facilities and services in order to prevent the proliferation of urban sprawl and achieve cost effective land development patterns. Consistent with policies in the Intergovernmental Coordination Element, the Village shall pursue resolution of development and growth management issues with impacts transcending the Village's political jurisdiction, by participating in forums with the Florida Department of Community Affairs, the South Florida Regional Planning Council and other forums convened to coordinate such issues."

Finding: The proposed FLUM amendment would assist in limiting additional development on already scarified vacant land.

Future Land Use Map (FLUM) Amendment Criteria

Pursuant to the DOC State Coordinated Review Submittal Guidelines, in the case of FLUM Amendments, the following information must be provided:

Explanation of how the application satisfies the applicable criteria in the Land Development Regulations, Comprehensive Plan, and Principles for Guiding Development:

1. A description of the availability of and the demand on the following public facilities: sanitary sewer, solid waste, drainage, potable water, traffic circulation, schools, and recreation, as appropriate; and,

Applicant's Response:

There is no anticipated increase on demand of public facilities such as sewer, solid waste, drainage, potable water, traffic circulation, schools and recreation.

2. Information regarding the compatibility of the proposed land use amendments with the Comprehensive Plan future land use element objectives and policies, and those of other affected elements.

Applicant's Response:

Please see statements in application with information regarding the compatibility of this proposal with the Village's Comprehensive Plan policies and objectives.

Compatibility with the Principles for Guiding Development:

The following shall be the principles with which any plan amendments must be consistent pursuant to the Florida Keys Area of Critical State Concern designation as set out in Chapter 380.0552(7), Florida Statutes.

The Applicant has provided his responses to the criteria in his analysis attached.

(a) Strengthening local government capabilities for managing land use and development so that local government is able to achieve these objectives without the continuation of the area of critical state concern designation.

Village Staff Response:

The proposed FLUM is consistent with Principle (a) of the Principles for Guiding Development as any redevelopment would be limited to an already scarified area.

(b) Protecting shoreline and marine resources, including mangroves, coral reef formations, seagrass beds, wetlands, fish and wildlife, and their habitat.

Village Staff Response:

The proposed FLUM is consistent with Principle (b) of the Principles for Guiding Development as there would be no negative impact on shoreline or marine resources.

(c) Protecting upland resources, tropical biological communities, freshwater wetlands, native tropical vegetation (for example, hardwood hammocks and pinelands), dune ridges and beaches, wildlife, and their habitat.

Village Staff Response:

The proposed FLUM is consistent with Principle (c) of the Principles for Guiding Development as no impact to upland resources. The property is scarified and has no upland resources.

(d) Ensuring the maximum well-being of the Florida Keys and its citizens through sound economic development.

Village Staff Response:

The proposed FLUM is consistent with Principle (d) of the Principles for Guiding Development. Any potential future redevelopment of the subject property would support the maximum well-being of the Florida Keys citizens and the economic health of the area.

(e) Limiting the adverse impacts of development on the quality of water throughout the Florida Keys.

Village Staff Response:

The proposed FLUM is consistent with Principle (e) of the Principles for Guiding Development as there is no impact to the quality of water throughout the Florida Keys. Any development would be required to adhere to all applicable land development regulations including the implementation of stormwater regulations which aid in protecting near shore water quality.

(f) Enhancing natural scenic resources, promote the aesthetic benefits of the natural environment, and ensure that development is compatible with the unique historic character of the Florida Keys.

Village Staff Response:

The proposed FLUM is consistent with Principle (f) of the Principles for Guiding Development. The proposed FLUM amendment, from Residential Medium (RM) to Mixed Use (MU), in conjunction with the companion application for a Zoning Map Amendment from Settlers Residential to Highway Commercial, will ensure that the subject property meets the standards of review of the Comprehensive Plan and the Land Development Regulations (LDRs), including but not limited to: requirements for minimum open space; habitat preservation, concurrency management and level of service (LOS) standards for transportation, infrastructure, wastewater, stormwater and other public services; off-street parking and internal circulation; required setbacks; landscaping, dedicated conservation easements for existing habitat; on-site and off-site improvements and design amenities required to achieve land use compatibility for the surrounding land uses and zoning districts.

(g) Protecting the historical heritage of the Florida Keys.

Village Staff Response:

The proposed FLUM is consistent with Principle (g) of the Principles for Guiding Development as there are no known archaeological or historical artifacts on the Property.

(h) Protecting the value, efficiency, cost-effectiveness, and amortized life of existing and proposed major public investments, including:

1. The Florida Keys Aqueduct and water supply facilities;
2. Sewage collection, treatment and disposal facilities;
3. Solid waste treatment, collection and disposal facilities;
4. Key West Naval Air Station and other military facilities;
5. Transportation facilities;
6. Federal parks, wildlife refuges, and marine sanctuaries;
7. State parks, recreation facilities, aquatic preserves, and other publicly owned properties;
8. City electric service and the Florida Keys Electric Co-op; and
9. Other utilities, as appropriate.

Village Staff Response:

The proposed FLUM is consistent with Principle (h) of the Principles for Guiding Development. The proposed FLUM amendment would not adversely impact the value, efficiency, cost-effectiveness, and amortized life of existing and proposed major public investments.

(i) Protecting and improving water quality by providing for the construction, operation, maintenance, and replacement of stormwater management facilities; central sewage collection; treatment and disposal facilities; and the installation and proper operation and maintenance of onsite sewage treatment and disposal systems.

Village Staff Response:

The proposed FLUM is consistent with Principle (i) of the Principles for Guiding Development. The proposed FLUM amendment would not adversely affect storm water management facilities, central sewage collection, treatment and disposal facilities, or the installation and proper operation and maintenance of onsite sewage treatment and disposal systems. Coordination with all utilities will be required during the permitting process.

(j) Ensuring the improvement of nearshore water quality by requiring the construction and operation of wastewater management facilities that meet the requirements of § 381.0065(4)(1) and 403.086(10), as applicable, and by directing growth to areas served by central wastewater treatment facilities through permit allocation systems.

Village Staff Response:

The proposed FLUM is consistent with Principle (j) of the Principles for Guiding Development. Any proposed development as a result of the proposed FLUM amendment would be required to be consistent with the requirements of § 381.0065(4)(1) and 403.086(10), Florida Statutes, and the Village's Comprehensive Plan and Wastewater Master Plan.

(k) Limiting the adverse impacts of public investments on the environmental resources of the Florida Keys.

Village Staff Response:

The proposed FLUM is consistent with Principle (k) of the Principles for Guiding Development. The proposed FLUM amendment is not anticipated to create adverse impacts on the environmental resources of the Florida Keys.

(l) To make available adequate affordable housing for all sectors of the population of the Florida Keys.

Village Staff Response:

The proposed FLUM is consistent with Principle (l) of the Principles for Guiding Development. The proposed FLUM amendment would allow for development of workforce/affordable housing or affordable housing impact fees.

(m) To provide adequate alternatives for the protection of public safety and welfare in the event of a natural or manmade disaster and for a post-disaster reconstruction plan.

Village Staff Response:

The proposed FLUM is consistent with Principle (m) of the Principles for Guiding Development. The proposed FLUM amendment would not affect the provision of adequate alternatives for the protection of public safety and welfare in the event of a natural or manmade disaster and for a post-disaster reconstruction plan. Furthermore, all structures built within the Village must meet the requirements of the Village's Code of Ordinances and the Florida Building Code.

(n) To protect the public health, safety, and welfare of the citizens of the Florida Keys and maintain the Florida Keys as a unique Florida resource.

Village Staff Response:

The proposed FLUM is consistent with Principle (n) of the Principles for Guiding Development.

The proposed FLUM amendment would not negatively affect the health, safety, or welfare of the citizens of the Florida Keys.

The LPA reviewed this proposed amendment at their meeting on June 10, 2024 and unanimously recommended approval of this ordinance. The Village Council approved this ordinance on first reading at its meeting on January 9, 2025.

The Department of Commerce has completed its coordinated state review and provided a letter with no objections and one comment. A copy of their letter date March 14, 2025 is attached.

Budget Impact:

None

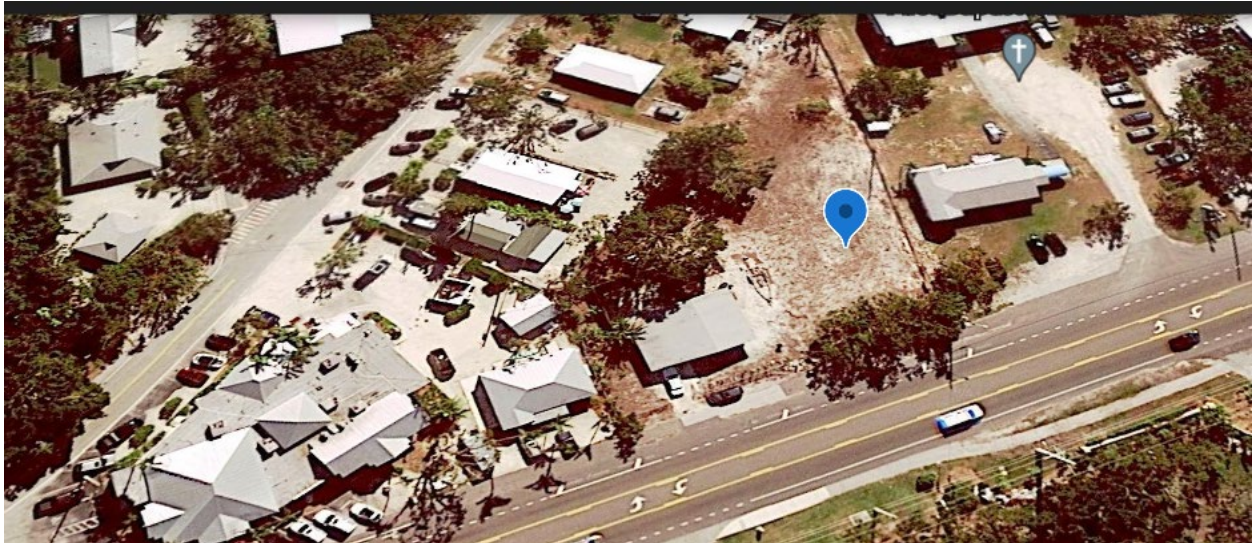
Staff Impact:

None

Recommendation:

Staff has reviewed the request for FLUM Amendment from Residential Medium to Mixed Use and determined that the request meets the criteria. Therefore, staff recommends approval of the map amendment.

- Attachments:**
1. Bell CC Attachments
 2. VILL. ISLAMORADA 25-01ACSC (P
 3. Bell FLUM ORD with vote 1st read





Overview



Legend

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

Parcel ID	00404730-000000	Alternate ID	1497011	Owner Address	BELL LYNN L
Sec/Twp/Rng	32/63/37	Class	COMMERCIAL		158 Milano Dr
Property Address	81213 OVERSEAS Hwy				Islamorada, FL 33036
	UPPER MATECUMBE KEY				
District	50VI				
Brief Tax	SUBDIVISION OF LOTS 3-4 UPPER MATECUMBE PB2-59 PT TR 16 OR466-60 OR676-696 OR838-725 OR1251-2389/2396				
Description	OR1276-1503/04 OR2988-2235 OR3048-0379 OR3209-2423				
	(Note: Not to be used on legal documents)				

Date created: 1/19/2024

Last Data Uploaded: 1/19/2024 6:28:58 AM

Developed by  Schneider
GEOSPATIAL

Needs Analysis & Justifications

The owner of the property identified as RE #00404730-000000 (subject property) is proposing to amend the current FLUM from Residential Medium (RM) to Mixed Use (MU) and the current zoning from Settlers Residential (SR) to Highway Commercial (HC). Since the application for a change in the FLUM and Zoning is requested to run concurrently, we shall address both the FLUM and zoning change in this one document.

RE #00404730-000000, contains 18385 SF of land area, and is scarified.

In the SR zoning district, single-family residences or Multi Family attached dwelling units are permitted uses. Homeowners' parks and municipal facilities are allowed under minor conditional uses and there are no allowed uses under a major conditional use. In the proposed HC district multi-family uses are not allowed, unless they are deed restricted affordable housing units. Since this property lies in a commercial corridor, we maintain the zoning and FLUM for this property should be amended.

Policy 1-2.4.6 1. States the following: ... "In general, residential Zoning Districts shall be established where there are existing residential neighborhoods within the Village Activity Centers. Policy. This area is not in an existing "Neighborhood".

Policy 1-2.4.6 2. states the following: ... "In general, commercial Zoning Districts shall be established where there are existing commercial uses, including single vacant parcels of land located between two (2) existing commercial uses. Although this property has one residential use immediately to the west the majority of the remaining properties are non-residential uses.

It is easy to see that of the two sections, this property should have likely been zoned either PS or HC. The fact it is next to a house on the commercial corridor is no reason to have zoned it SR. The adjacent property is zoned PS and the remaining Zoning Districts in the immediate area are HC. Policy 1-2/4/6 2. Should prevail. Additionally, included in this application is a "pre-86" Zoning Map from Monroe County. The zoning for that property was BU-1 (Business Use). Lastly, the Pre-incorporation of the Village, the county zoning was Suburban Commercial (SC), circa 1986-1997.

Additionally, **Policy 1-2.1. 13 and 14** allow for justification in amending the Future Land Use Maps based on certain criteria. The applicant believes that the demand for HC Zoned, MU FLUM properties will fill the need for additional services including parking and storage for surrounding areas as well as non-residential uses such as professional offices or non-disruptive uses compatible with the flanking residential property. We believe the request is compatible with the surrounding uses.

The Village Comprehensive Plan notes that the functional population of the Village will increase from 10,354 in 2010 to 10,653 in 2020, an increase of approximately 3%. The figures are not accurate as the increase has already exceeded 11,000 per the most recent

figures. Although these figures and the actual figures do not provide the distribution of age, there will be a need for additional non-residential facilities to serve an increasing population. It should be assumed that utilization of scarified properties on a commercial corridor should receive priority when zoning and FLUM changes are being requested.

Additionally, as currently documented by the TDC, transient room occupancies have increased in the last few years thus adding to the need for added Tourist used facilities such as parking, storage, or other support facilities.

Per policy 4-1 of the Villages' Comprehensive plan, the proposed development and on-going development will not further increase the previously anticipated Level of Service for public facilities such as; potable water systems, stormwater management systems, solid waste or wastewater system use.

Per Policy 2-1.2 of the Villages' Comprehensive plan, there should be no increase in impacts on the transportation element, above what was already anticipated or allowed in the Comp Plan. Non-residential uses, although they may affect traffic flows, they do not necessarily create additional trips like additional residential uses might.

Policy 1-1.1.1 Protect Residential Areas from Incompatible Development.

This amendment is consistent with the surrounding uses as the subject property is in a commercial corridor.

Policy 1-2.1.14 Criteria for Future Land Use Map (FLUM) Amendments. Islamorada, Village of Islands, shall maintain specific criteria for amending the Future Land Use Map that are consistent with the general procedures delineated in Chapter 163.3177, 163.3184 and 163.3189, Florida Statutes and the Principles for Guiding Development in areas of critical state concern. The Village Council shall make its determination on proposed FLUM amendments on legitimate public purpose based on one or more of the following factors:

1. Demand for the proposed FLUM category in the Village in relation to the amount of land currently assigned the FLUM designation and available to accommodate the demand.

Answer: It appears that there is .01% of HC properties compared to other zonings throughout the Village. This seems to be a disproportionate amount. There are only 74 vacant HC/MU properties in the entire Village, there are only 2 vacant HC/MU properties on Upper Matecumbe Key. Both vacant HC/MU parcels on Upper Matecumbe have a Hammock designation. The comprehensive plan recommends that the Village steer development away from these two due to the hammock designation. Many of the HC/MU properties on this and other islands in the incorporated area of Islamorada do not have direct access to US-1 by an existing curb-cut. The two vacant HC/MU properties on Upper Matecumbe do not have

existing curb-cuts to the Old Road or US-1. The property we are seeking a text amendment and code change already has a curb-cut.

2. Compatibility of the sites physical, geological, hydrological, and other environmental features, with uses permitted in the proposed FLUM.

Answer: This site has no unique features as it relates to physical, geological, hydrological, or environmental features. This site has been well utilized and maintained by the current and previous owners and is surrounded by developed properties.

3. Data errors, including errors in Mapping, vegetative types and natural features described in the comprehensive plan.

Answer: There are no obvious data errors recorded, yet there are, to the immediate east and west several properties that are zoned either MU or HC. In fact, practically the entire US-1 frontage properties from the lower end of Upper Matecumbe to the Green Turtle Restaurant are commercial in nature and most of them are zoned HC with a MU designation.

4. New issues.

Answer: This request will better serve the property and surrounding area. This property is located one lot away from a locally famous restaurant and bar. This amendment is more in line with the uses to the west and the non-residential uses to the east.

5. Recognition of the need for additional detail or comprehensiveness.

Answer: Currently there are only two other undeveloped HC zoned properties on Upper Matecumbe Key. There are also only two undeveloped MU FLUM properties on Upper Matecumbe Key. This request will allow the subject property to be compatible with most of the properties in this one-mile-long stretch of this area of the island.

Policy 1-2.1.13 Future Land Use Map Amendments. "Islamorada, Village of Islands shall not sponsor private applications for Future Land Use Map amendments that would increase the allowable density/intensity of the properties affected."

Answer: Currently SR/RM allows for multi-family units on vacant parcels. HC/MU does not allow for multi-family uses (exclusive of deed restricted affordable units); thus, this request will result in a market rate residential decrease in density.

As a response to Attachment A, please find the following:

1. There is no anticipated increase on demand on public facilities such as sewer, solid waste drainage potable water traffic circulation schools or recreation.
2. Please see previous statements with information regarding the compatibility of this proposal with the Village's Comprehensive plan policies and objectives.

(a). It is the responsibility of local government to maintain a healthy stock of mixed commercial and residential properties. As previously stated, there is a gross lack of vacant HC properties in Upper Matecumbe, that are scarified, located in a commercial corridor, located on US-1 and has established curb-cut access to US-1.

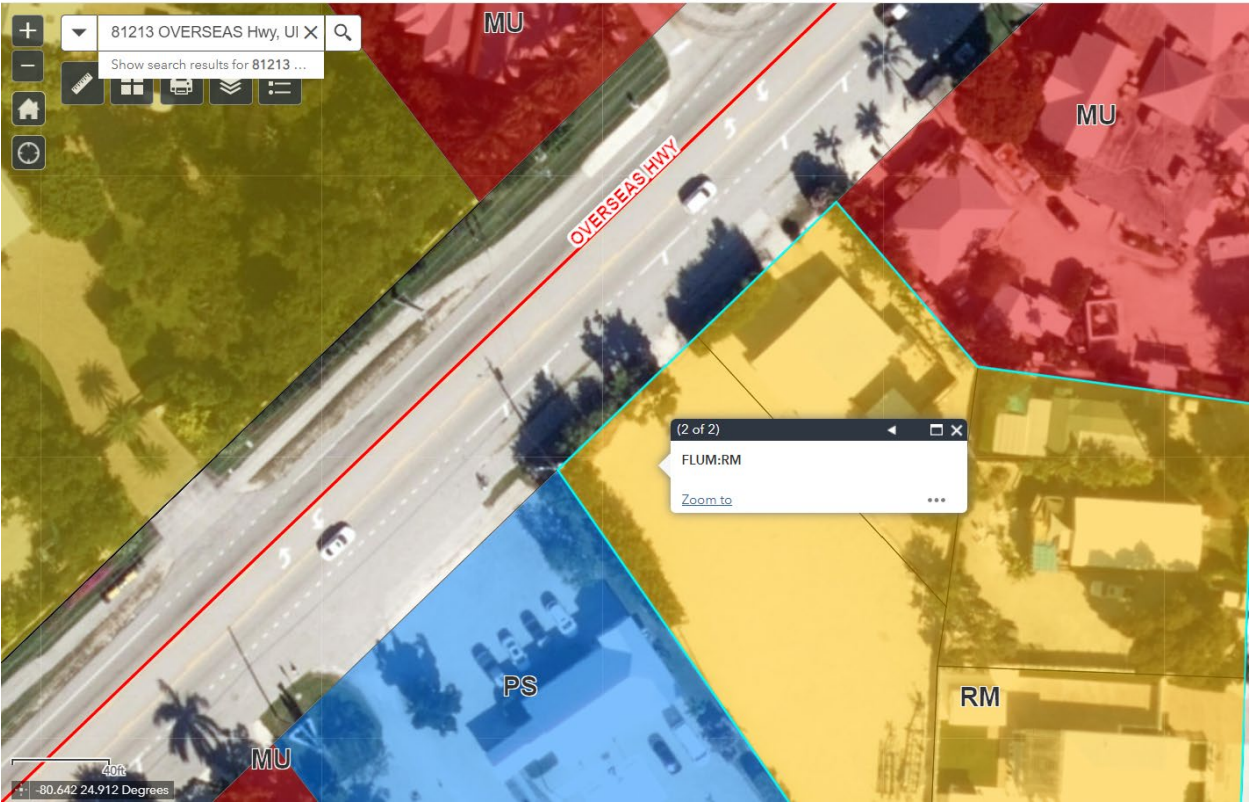
- (b) The proposed amendment is on a property that is landlocked on all four side with development on all four sides and as such there is no impact on shoreline or marine resources.
- (c) This property is scarified and located in a area that is dominated by developed properties on three sides and US-1 on the other. There will be no impact of tropical hammocks, wetlands, or other upland resources.
- (d) As stated, the Village has the responsibility to maintain a healthy mix of residential and commercially zoned properties for future development. Upper Matecumbe has a shortage of HC/MU zoned properties. This amendment will ensure the maximum wellbeing of the citizens through sound economic development.
- (e) There are no anticipated adverse impacts on water quality with this request.
- (f) The Village code would require a scenic highway buffer to be installed if there were future development as a result of this amendment. Surely an enhancement would take place in the future.
- (g) There will be zero impact with regards to the historic heritage of the Florida Keys.
- (h) There is no anticipated devaluation on the efficiency, cost-effectiveness, or amortized life of existing or proposed major public investments including numbers 1 through 9 of section (h).
- (i) Although there are no development plans associated with this application, if improvements were to take place on this property the Village Code has strict guidelines that will protect and improve water quality through a stormwater management plan.
- (j) Although there are no development plans associated with this application, if improvements were to take place on this property the Village Code has strict guidelines that will require connection to, and maintenance of a Village approved Wastewater system.
- (k) There be no adverse impacts to the environmental resources of the Florida Keys.
- (l) Any future development could include affordable housing on the property or could result in affordable housing impact fees that could go towards Village sponsored affordable housing.
- (m) Although there are no development plans associated with this application, if improvements were to take place on this property the Village Code has strict guidelines that will require protection of public safety in the event of a natural or manmade disaster.
- (n) Although there are no development plans associated with this application, if improvements were to take place on this property the Village Code has strict guidelines that will insure the protection of the public health, safety and welfare of the citizens of the Florida Keys.

Due to the statements herein, we believe this request is justified and in keeping with the goals and objectives in the Villages' Comprehensive Plan, and the proposed amendment is consistent with the Principals of Guiding Development within the Florida Keys Area of Critical Concern pursuant to FS. 308.0552 (7).

81213 Zoning Map (Source: Village of Islamorada GIS Web Map Application)



81213 FLUM Map (Source: Village of Islamorada GIS Web Map Application)





Islamorada, Village of Islands,
Planning and Development Services Department

APPLICATION FOR MAP AMENDMENT

Pursuant to Chapter 30, Article IV, Divisions 8 & 9

	Application Type	Application Fee	Deposit	Total Fee Due
☐	Future Land Use and Zoning	\$5,120.00	\$1,000.00	\$6,120.00
☐	Zoning Only	\$2,500.00	\$1,000.00	\$3,500.00

Request concurrent Future Land Use and Zoning Hearings pursuant to 163.3184(12), Florida Statutes

An application must be deemed complete and in compliance with the Village Code by Staff prior to the items being scheduled for review. See the Submittal Requirements below for a list of required submittals and documents.

APPLICANT / AGENT (if applicable): Property owner must submit a notarized letter authorizing the applicant/agent to act on their behalf including the agent's name, address and phone number.

Name: _____

Mailing Address: _____

Primary Phone: _____

Fax: _____

Email: _____

PROPERTY OWNER:

Name: _____

Mailing Address: _____

Primary Phone: _____ Fax: _____

Email: _____

LEGAL DESCRIPTION OF PROPERTY: If in metes and bounds, attach legal description on separate sheet.

Physical Address: _____ Mile Marker: _____

Lot: _____ Block: _____ Subdivision: _____

☐ Plantation Key ☐ Windley Key ☐ Upper Matecumbe Key ☐ Lower Matecumbe Key

Real Estate (RE) Number: _____ Alternate Key: _____

PROPERTY DESCRIPTION:

Total Land Area: _____ Square Feet _____ Acres

Existing Use of Property: _____

Has an Application for Map Amendment been submitted for this site within the past two (2) years? ☐ Yes ☐ No

If yes, provide name and date of application: _____

PROPOSED MAP AMENDMENT:

Current Future Land Use Map Category: _____ Current Zoning District: _____

Proposed Future Land Use Map Category: _____ Proposed Zoning District: _____

SUBMITTAL REQUIREMENTS:

- ☒ **Correct application fee** (Total Fee Due)
- ☒ **Notarized agent authorization letter**, if applicable, including the agent's name, address and phone number authorizing the applicant/agent to act on all property owners' behalf.
- ☒ **Proof of ownership** e.g. warranty deed, lease or pending sale contract.
- ☒ **Property record card** from the Monroe County Property Appraiser.
- ☒ **Copy of current Future Land Use Map** clearly marking the boundaries of the property. Map may be request from Planning and Development Service Department prior to application submittal.
- ☒ **Copy of current Official Zoning Map** clearly marking the boundaries of the property. Map may be request from Planning and Development Service Department prior to application submittal.
- ☒ **Photographs** of the site taken from adjacent streets.
- ☒ **Signed and sealed survey** prepared by a Florida registered surveyor. The survey shall include elevations and location of all existing structures, paved areas, location of all utility structures, all easements, all bodies of water on and adjacent to the site, docks, piers, mean high water line and total acreage by habitat (**please provide a digital copy in addition to the signed and sealed survey**).
- ☒ **Data and analysis (including a land use need analysis)** pursuant to Comprehensive Plan Policy 1-2.1.13, demonstrating there is a need for the amount of development allowed by the proposed FLUM designations in order to accommodate the Comprehensive Plan's projected population growth within the planning timeframe of the Comprehensive Plan.
- ☒ **Explanation** of how the application satisfies each of the applicable criteria in the Land Development Regulations, Comprehensive Plan and Principles for Guiding Development pursuant to § 380.0552(7), Florida Statutes. See **Attachment A** for list of criteria.

If deemed necessary to complete a full review of the application, the Planning and Development Services Department reserves the right to request additional information.

I certify that I am familiar with the information contained in this application, and that to the best of my knowledge such information is true, complete and accurate. I certify that all information required has been provided.

Digital signatures do not require notarization when they can be verified by a Trusted Certificate issued by a third-party Certificate Authority. If you are not using a "verifiable digital signature", print this document and have it notarized.

[Signature]
Signature of Applicant

1.19.24
Date

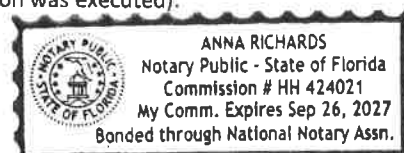
Print Name: Amie Owens

STATE OF Florida
COUNTY OF Monroe

Sworn to and subscribed before me by means of X physical appearance or _____ online notarization, this 19 day of January, 2024, by Amie Owens (name of person signing the application) as member (type of authority e.g. officer, manager / member, trustee, attorney in fact) for Island Construction, Inc. (name of entity or party on behalf of whom application was executed).

[Signature]
Signature of Notary Public

SEAL:



☒ Personally Known ☐ Produced Identification

Type of ID _____



Islamorada, Village of Islands, Planning and Development Services Department

ATTACHMENT A

Future Land Use Map (FLUM) Amendment Criteria. The applicant shall submit all information required to adequately address the filing requirements adopted by the Florida Department of Economic Opportunity ("DEO"). In addition, the applicant shall submit all other information necessary to address the comprehensive planning criteria of the Village.

Pursuant to the DEO State Coordinated Review Submittal Guidelines, in the case of FLUM amendments, the following information must be provided:

1. A description of the availability of and the demand on the following public facilities: sanitary sewer, solid waste, drainage, potable water, traffic circulation, schools and recreation, as appropriate; and
2. Information regarding the compatibility of the proposed land use amendments with the Comprehensive Plan future land use element objectives and policies, and those of other affected elements.

All proposed FLUM amendments must be consistent with the Principles for Guiding Development within the Florida Keys Area of Critical State Concern, pursuant to § 380.0552(7), Florida Statutes. The Principles are listed below.

- (a) Strengthening local government capabilities for managing land use and development so that local government is able to achieve these objectives without continuing the area of critical state concern designation.
- (b) Protecting shoreline and marine resources, including mangroves, coral reef formations, seagrass beds, wetlands, fish and wildlife, and their habitat.
- (c) Protecting upland resources, tropical biological communities, freshwater wetlands, native tropical vegetation (for example, hardwood hammocks and pinelands), dune ridges and beaches, wildlife, and their habitat.
- (d) Ensuring the maximum well-being of the Florida Keys and its citizens through sound economic development.
- (e) Limiting the adverse impacts of development on the quality of water throughout the Florida Keys.
- (f) Enhancing natural scenic resources, promoting the aesthetic benefits of the natural environment, and ensuring that development is compatible with the unique historic character of the Florida Keys.
- (g) Protecting the historical heritage of the Florida Keys.
- (h) Protecting the value, efficiency, cost-effectiveness, and amortized life of existing and proposed major public investments, including:
 1. The Florida Keys Aqueduct and water supply facilities;
 2. Sewage collection, treatment, and disposal facilities;
 3. Solid waste treatment, collection, and disposal facilities;
 4. Key West Naval Air Station and other military facilities;
 5. Transportation facilities;
 6. Federal parks, wildlife refuges, and marine sanctuaries;
 7. State parks, recreation facilities, aquatic preserves, and other publicly owned properties;
 8. City electric service and the Florida Keys Electric Co-op; and
 9. Other utilities, as appropriate.

- (i) Protecting and improving water quality by providing for the construction, operation, maintenance, and replacement of stormwater management facilities; central sewage collection; treatment and disposal facilities; and the installation and proper operation and maintenance of onsite sewage treatment and disposal systems.
- (j) Ensuring the improvement of nearshore water quality by requiring the construction and operation of wastewater management facilities that meet the requirements of § 381.0065(4)(I) and 403.086(10), as applicable, and by directing growth to areas served by central wastewater treatment facilities through permit allocation systems.
- (k) Limiting the adverse impacts of public investments on the environmental resources of the Florida Keys.
- (l) Making available adequate affordable housing for all sectors of the population of the Florida Keys.
- (m) Providing adequate alternatives for the protection of public safety and welfare in the event of a natural or manmade disaster and for a post-disaster reconstruction plan.
- (n) Protecting the public health, safety, and welfare of the citizens of the Florida Keys and maintaining the Florida Keys as a unique Florida resource.

The Village Council shall make its determination on proposed FLUM amendments on legitimate public purpose based on one or more of the following factors:

1. Demand for the proposed FLUM category in the village in relation to the amount of land currently assigned the FLUM designation and available to accommodate that demand;
2. Compatibility of the site's physical, geological, hydrological and other environmental features, with the uses permitted in the proposed FLUM category;
3. Data errors, including errors in mapping, vegetative types and natural features described in the comprehensive plan;
4. New issues;
5. Recognition of a need for additional detail or comprehensiveness

However, in no event shall an amendment be approved which will result in an adverse community change.

Official Zoning Map Amendment Criteria. The purpose of this application is to provide a means for changing the Official Zoning Map. It is not intended to relieve particular hardships, nor to confer special privileges or rights on any person, nor to permit a change in community character, as analyzed in the Comprehensive Plan, but only to make necessary adjustments in light of changed conditions. In determining whether to grant a requested amendment, the Village Council shall consider the factors set forth below and the consistency of the proposed amendment with the provisions and intent of the Comprehensive Plan.

The Village Council must find that the application is consistent with the Comprehensive Plan, that the applicant has complied with all procedural requirements of the Code and that the maintenance of the existing zoning on the property does not accomplish a legitimate public purpose. The Village Council shall make its determination on legitimate public purpose based on one or more of the following factors:

1. Demand for the proposed zoning district in the Village in relation to the amount of land currently zoned and available to accommodate that demand;
2. Compatibility of the site's physical, geological, hydrological and other environmental features, with the uses permitted in the proposed zoning district;
3. Data errors, including errors in mapping, vegetative types and natural features described in the Comprehensive Plan;
4. New issues;
5. Recognition of a need for additional detail or comprehensiveness; or
6. Compatibility of the proposed district with the property surrounding the site of the requested rezoning and any applicable neighborhood or redevelopment plan.

However, in no event shall an amendment be approved which will result in an adverse community change.

March 14, 2025

The Honorable Sharon Mahoney
Mayor, Village of Islamorada
86800 Overseas Highway
Islamorada, Florida 33070

Dear Mayor Mahoney,

FloridaCommerce has completed its review of the proposed comprehensive plan amendment for the Village of Islamorada (Amendment No. 25-01ACSC), which was received on January 13, 2025. FloridaCommerce has reviewed the proposed amendment in accordance with the state coordinated review process set forth in sections 163.3184(2) and (4), Florida Statutes (F.S.), for compliance with Chapter 163, Part II, F.S.

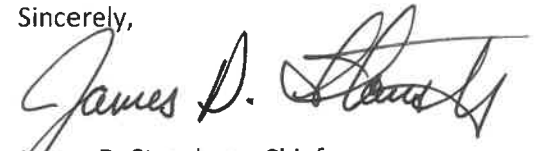
The attached Objections, Recommendations, and Comments Report outlines FloridaCommerce's findings concerning the amendment. FloridaCommerce does not identify any objections to the proposed amendment. However, FloridaCommerce is providing a comment. The comment is offered to assist the local government but will not form the basis for a determination of whether the amendment, if adopted, is "In Compliance" as defined in section 163.3184(1)(b), F.S. Copies of comments received by FloridaCommerce from reviewing agencies, if any, are also enclosed.

The Village should act by choosing to adopt, adopt with changes, or not adopt the proposed amendment. For your assistance, the procedures for adoption and transmittal of the comprehensive plan amendment are enclosed.

The second public hearing, which shall be a hearing on whether to adopt one or more comprehensive plan amendments, **must be held within 180 days** of your receipt of FloridaCommerce's attached report, or the amendment will be deemed withdrawn unless extended by agreement with notice to FloridaCommerce and any affected party that provided comment on the amendment pursuant to section 163.3184(4)(e)1., F.S. **The adopted amendment must be transmitted to FloridaCommerce within ten working days after the final adoption hearing or the amendment shall be deemed withdrawn pursuant to section 163.3184(4)(e)2., F.S.**

FloridaCommerce staff is available to assist the Village to address the comment. If you have any questions related to this review, please contact Adanis Suttle, Planning Analyst, by telephone at (850)-921-3269 or by email at Adanis.Suttle@Commerce.fl.gov.

Sincerely,



James D. Stansbury, Chief
Bureau of Community Planning and Growth

JDS/as

Enclosures: Objections, Recommendations, and Comments Report
Procedures for Adoption
Reviewing Agency Comments

cc: Jennifer DeBoisbriand, Planning Director, Village of Islamorada
Isabel Cosio Carballo, MPA, Executive Director, South Florida Regional Planning Council

**Objections, Recommendations and Comments Report
Proposed Comprehensive Plan Amendment
The Village of Islamorada 25-01ACSC**

FloridaCommerce has identified a comment regarding the Village of Islamorada's proposed comprehensive plan amendment. The comment is provided below, along with recommended actions the Village could take to resolve issues of concern. Comment is offered to assist the local government and will not form the basis for a compliance determination.

FloridaCommerce staff has discussed the basis of the report with Village staff and is available to assist the Village to address the comment.

Comment 1: Intergovernmental Coordination

FloridaCommerce recommends that the Village of Islamorada coordinate with the South Florida Water Management District to address the comments regarding Regional Water Supply from their January 31, 2025, correspondence into the adopted amendment.

SUBMITTAL OF ADOPTED COMPREHENSIVE PLAN AMENDMENTS

FOR STATE COORDINATED REVIEW

Section 163.3184(4), Florida Statutes

NUMBER OF COPIES TO BE SUBMITTED: Please submit electronically using the Department's electronic amendment submittal portal "**Comprehensive Plan and Amendment Upload**"

(<https://fldco.my.salesforce-sites.com/cp/https://floridajobs.secure.force.com/cp/>) **or** submit three complete copies of all comprehensive plan materials, of which one complete paper copy and two complete electronic copies on CD ROM in Portable Document Format (PDF) to the State Land Planning Agency and one copy to each entity below that provided timely comments to the local government: the appropriate Regional Planning Council, Water Management District, Department of Transportation, Department of Environmental Protection, Department of State, the appropriate county (municipal amendments only), the Florida Fish and Wildlife Conservation Commission and the Department of Agriculture and Consumer Services (county plan amendments only), and the Department of Education (amendments relating to public schools), and for certain local governments, the appropriate military installation and any other local government or governmental agency that has filed a written request.

SUBMITTAL LETTER: Please include the following information in the cover letter transmitting the adopted amendment:

_____ State Land Planning Agency identification number for adopted amendment package.

_____ Summary description of the adoption package, including any amendments proposed but not adopted.

_____ Ordinance number and adoption date.

_____ Certification that the adopted amendment(s) has been submitted to all parties that provided timely comments to the local government.

_____ Name, title, address, telephone, FAX number and e-mail address of local government contact.

_____ Letter signed by the chief elected official or the person designated by the local government.

ADOPTION AMENDMENT PACKAGE: Please include the following information in the amendment package:

_____ In the case of text amendments, changes should be shown in strike-through/underline format.

_____ In the case of future land use map amendment, an adopted future land use map, **in color format**, clearly depicting the parcel, its existing future land use designation and its adopted designation.

Harris, Donna

From: Ragsdale, David <dragsdal@sfwmd.gov>
Sent: Friday, January 31, 2025 12:58 PM
To: Jennifer DeBoisbriand
Cc: Stansbury, James; Harris, Donna; DCPexternalagencycomments; anita.muxo@islamorada.fl.us; Isabel Cosio Carballo; Kathe Lerch; hurley-christine@monroecounty-fl.gov
Subject: [EXTERNAL] - Islamorada, Village of Islands, DOC #25-1ACSC, Comments on Proposed Comprehensive Plan Amendment

CAUTION - "This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe."

Dear Ms. Deboisbriand,

The South Florida Water Management District (District) has completed its review of the proposed amendment package submitted by Islamorada, Village of Islands (Village). The package includes a Future Land Use Map amendment to amend the subject property located on Upper Matecumbe Key from Residential Medium (RM) to Mixed Used (MU). The proposed amendment has been reviewed pursuant to Section 163.3184, Florida Statutes (F.S.). The proposed changes do not appear to adversely impact the water resources within the District; therefore, the District has no comments on the proposed amendment package. However, the District offers the following guidance regarding regional water supply planning:

Regional Water Supply Planning

The Village is required to revise its Water Supply Facilities Work Plan (Work Plan) within 18 months after approval of the Lower East Coast (LEC) Water Supply Plan Update by the District's Governing Board. The District's Governing Board approved the 2023/2024 LEC Water Supply Plan Update on September 24, 2024. Therefore, the Village's Work Plan needs to be updated and adopted by March 24, 2026. The Work Plan must cover at least a 10-year planning period, include updated water demand projections, identify alternative and traditional water supply projects, and describe conservation and activities needed to meet the projected future demands. Planning tools are available on the District's website for your use and District Staff are available to provide technical assistance to update the Work Plan, including reviewing draft Work Plans prior to formal plan amendment submittal. The planning tools are located at this link: <https://www.sfwmd.gov/doing-business-with-us/work-plans>.

District staff are available to meet by teleconference or in person to go over the comments above. Please contact me if you have any questions, need additional information, or would like to arrange a meeting. The District requests that the Village forward a copy of the adopted amendments to the District at the following email mailbox address: SFLOCALGOVPLAN@sfwmd.gov.

Sincerely,



David Ragsdale

Policy and Planning Analyst

Water Supply Implementation Unit

South Florida Water Management District

Office: 561-682-6715 **Cell:** 850-572-3176

dragsdale@sfwmd.gov | 3301 Gun Club Road, West Palm Beach, FL 33406



ORDINANCE NO. 24-

AN ORDINANCE OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, CONSIDERING THE REQUEST OF LYNN L BELL TO AMEND THE VILLAGE'S FUTURE LAND USE MAP FROM RESIDENTIAL MEDIUM (RM) TO MIXED USE (MU) FOR THE SUBJECT PROPERTY, LOCATED ON UPPER MATECUMBE KEY, WITH REAL ESTATE NUMBER 00404730-000000, AS LEGALLY DESCRIBED HEREIN; PROVIDING FOR THE TRANSMITTAL OF THIS ORDINANCE TO THE STATE DEPARTMENT OF COMMERCE; AND PROVIDING FOR AN EFFECTIVE DATE UPON THE APPROVAL OF THIS ORDINANCE BY THE STATE DEPARTMENT OF COMMERCE.

WHEREAS, the Official Future Land Use Map of Islamorada, Village of Islands (the "Village") became effective April 30, 2002; and

WHEREAS, the applicant, Lynn L Bell, has requested an official Future Land Use Map amendment from Residential Medium (RM) to Mixed Use (MU) for a parcel consisting of approximately 18,385 square feet of land, with Real Estate number 00404730-000000, as legally described below; and

WHEREAS, pursuant to Section 166.041, Florida Statutes and Sections 30-101 and 30-213 of the Village Code of Ordinances (the "Code"), the Village Local Planning Agency publicly considered the Future Land Use Map Amendment during a duly noticed public hearing held on June 10, 2024; and

WHEREAS, in accordance with Section 166.041, Florida Statutes, and Section 30-213 of the Village Code, notice of the public hearings has been given for the proposed adoption of this Ordinance; and

WHEREAS, the Village Council of Islamorada, Village of Islands (the "Village Council") finds that the adoption of the Official Future Land Use Map Amendment is in the best interest of the Village and does comply with all applicable laws, as well as promotes the general health, safety, and welfare of the Village residents; and

WHEREAS, the Village Council has determined that the proposed Future Land Use Map Amendment is consistent with the Village Comprehensive Plan; and

WHEREAS, the Village Council desires to adopt the proposed Future Land Use Map Amendment in accordance with State law.

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 incorporated herein by this reference.

Section 2. Approval/Denial of Future Land Use Map Amendment. The Official Future Land Use Map Amendment is hereby **approved** as part of the Official Future Land Use Map of the Village. A copy of the Official Future Land Use Map Amendment is attached as Exhibit "A" and incorporated herein by this reference, for the following described property:

SUBDIVISION OF LOTS 3-4 UPPER MATECUMBE PB2-59 PT TR 16

Section 3. Transmittal. The Village Clerk is hereby authorized to forward a copy of this Ordinance to the State Department of Commerce ("Commerce") for approval in accordance with Section 380.05(6), Florida Statutes.

Section 4. Effective Date. This Ordinance shall not become effective until approved pursuant to Final Order by the Florida Department of Commerce (Commerce) pursuant to Section 163.3184,

Florida Statutes or if the Final Order is challenged, until the challenge to the order is resolved pursuant to Chapter 380.05, Florida Statutes.

The foregoing Ordinance was offered by Councilwoman Gillis, who moved for its adoption on first reading. This motion was seconded by Councilman Friedman, and upon being put to a vote, the vote was as follows:

Mayor Sharon Mahoney	YES
Vice Mayor Don Horton	ABSTAIN
Councilman Joseph B. Pinder III	YES
Councilwoman Deb Gillis	YES
Councilman Steve Friedman	YES

PASSED on the first reading this 9th day of January, 2025.

[Remainder of this page intentionally left blank]

The foregoing Ordinance was offered by _____, who moved for 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 Anna Richards	_____
Councilwoman Deb Gillis	_____
Councilman Steve Friedman	_____

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 USE AND BENEFIT OF
ISLAMORADA, VILLAGE OF ISLANDS ONLY

JOHN J. QUICK, VILLAGE ATTORNEY



Council Communication

To: Mayor and Village Council
From: Jennifer DeBoisbriand , Planning Director
Date: May 8, 2025
SUBJECT: **Ordinance Amendment to the Official Zoning Map for Parcel 00404730-000000 - Second Reading TAB C**

Background:

The applicant, Lynn L Bell, has submitted a map amendment application requesting an approval for a Zoning Map Amendment from Settlers Residential (SR) District to Highway Commercial (HC) District on the subject property, located at 81213 Overseas Highway (RE #00404730-000000), comprising 18,385 square feet. The current use of the property is vacant land. This Zoning Map amendment has a companion application for a Future Land Use Map (FLUM) Amendment, which proposes a change from a Residential Medium (RM) to a Mixed-Use (MU) designation, and the Zoning Map amendment cannot be approved without approval of the companion FLUM Amendment. The applicant has submitted a Letter of Intent detailing the map amendment request.

The subject property is a 18,385 square foot parcel in Upper Matecumbe Key. The property is vacant land and scarified. The property is not recognized as habitat to any state or federal listed animal species, and it is not within the state conservation recreation lands' boundary or critical habitat area. Pursuant to the Village's GIS data and records the parcel is defined as scarified.

The subject property currently has an existing Settlers Residential (SR) Zoning District designation. The adjacent property to the South is designated Public/Semi-Public (PS). To the North the adjacent property is designated as Settlers Residential (SR). The properties to the West across Overseas Highway are designated as Multi-Family (MF) and Tourist Commercial (TC) and to the East is Settlers Residential (SR). The character of the surrounding area is mixed-use with a collective of commercial uses, institutional (public) uses, and single family residences.

Analysis:

Pursuant to Section 30-696 the purpose of the Highway Commercial (HC) zoning district is to accommodate existing businesses along U.S. 1 and to provide opportunities for new commercial retail shops and services that typically are auto dependent and are used by people on less than a weekly basis, or to accommodate the building and service trades. Single-family or multifamily residential uses and educational uses are an option to commercial use. Though not proposed, any future development of the subject property would require site plan application approval, this will ensure that the subject property meets the standards of review of the Comprehensive Plan and the Land Development Regulations (LDRs), including but not limited to: requirements for minimum open space; habitat preservation, concurrency

management and level of service (LOS) standards for transportation, infrastructure, wastewater, stormwater and other public services; off-street parking and internal circulation; required setbacks; landscaping, dedicated conservation easements for existing habitat; on-site and off-site improvements and design amenities required to achieve land use compatibility for the surrounding land uses and zoning districts.

Compatibility with Comprehensive Plan Policies:

- ☐ Policy 1-2.1.14, Criteria for Future Land Use Map (FLUM) Amendments
- ☐ Policy 1-2.4, Recognize Mixed Use Development Patterns
- ☐ Policy 1-2.4.1, Guide The Location of Commercial uses and Revitalize Commercial Areas
- ☐ Policy 1-2.4.5: Standards Applicable to Non-Residential Uses in the MU Designation
- ☐ Objective 1-4.6: Prevent Proliferation of Urban Sprawl

Comprehensive Plan Policy 1-2.1.14, Criteria for Future Land Use Map (FLUM) Amendments, states that Islamorada, Village of Islands, shall maintain specific criteria for amending the Future Land Use Map that are consistent with the general procedures delineated in Chapter 163.3177, 163.3184 and 163.3189, Florida Statutes and the principles for guiding development in areas of critical state concern. The Village Council shall make its determination on proposed FLUM amendments on legitimate public purpose based on one or more of the following factors; however, in no event shall an amendment be approved which would result in an adverse community change.

Comprehensive Plan Objective 1-2.4, Recognize Mixed Use Development Patterns, states: "Areas designated Mixed Use (MU) on the Future Land Use Map recognizes the prevalent and historical mixed-use pattern of development in the Village. The MU category shall accommodate a mix of commercial and residential uses, which may be located in the same building, limited public and semi-public uses, recreational facilities, schools, marinas, tourist-oriented facilities, and supportive community facilities ancillary to the permitted uses, pursuant to the standards in the Comprehensive Plan and the Land Development Regulations."

Finding: The proposed map amendment would be consistent with the historical trend of a mixed-use development pattern within the Village. The properties along Overseas Highway contain mixed uses, including commercial, recreation and residential uses.

Comprehensive Plan Policy 1-2.4.1, Guide The Location Of Commercial Uses And Revitalize Commercial Areas, states Mixed Use (MU) is the only FLUM category in which commercial uses shall be permitted. The general pattern of commercial land uses in MU shall:

1. Prevent negative impacts on the fragile coastal ecosystem by directing commercial development away from environmentally sensitive lands and critical habitat;
2. Revitalize all existing commercial areas and further distinguish Village Activity Centers;
3. Restrict the scale and intensity of commercial development outside of the Village Activity Centers and other appropriate areas in the Village;
4. Promote safe and efficient vehicle, cyclist and pedestrian movement;
5. Prevent or minimize Village costs to provide infrastructure;
6. Avoid encroachment of incompatible commercial activity into established residential neighborhoods;
7. Enhance the unique character of the Village's commercial land uses through incentives for bufferyards and landscaping; and
8. Facilitate within the Village Activity Centers, the creation of aesthetically pleasing

commercial spaces outdoors, as places for social leisure and interaction, while limiting light industrial uses, outdoor storage and sales as a primary use of land, and outdoor retail sales as an accessory use of land.

Finding: The proposed amendment would be consistent with this policy in that it guides redevelopment to the scarified area.

Comprehensive Plan Policy 1-2.4.5, Standards Applicable to Non-Residential Uses in the MU Designation, states, "The Floor Area Ratio (FAR) for MU designated parcels outside of the Village Activity Centers shall not exceed 0.25, except that an FAR up to 0.35 may be allowed on designated receiver sites through the transfer of development rights and for Working Waterfronts parcels, as provided for in the Land Development Regulations. FAR within the Village Activity Centers and on Working Waterfronts parcels shall not exceed 0.35 FAR. The Land Development Regulations shall establish criteria governing the appropriate mass and scale of structures, trip generation, design and location of access and egress facilities, off-street parking and safe pedestrian facilities in MU. Design techniques such as landscaping, screening and buffering shall be applied to ensure land use compatibility within MU areas."

Finding: Any possible future development associated with the proposed FLUM amendment would be required to comply with all applicable portions of the Land Development Regulations, including but not limited to landscaping, buffering and off-street parking. Therefore, the proposed amendment is consistent with Policy 1-2.4.5.

Comprehensive Plan Objective 1-4.6: Prevent proliferation of Urban Sprawl and Coordinate the Timing and Staging of Public and Private Development, states, Land Development Regulations shall ensure that the location, scale, timing and design of development is coordinated with public facilities and services in order to prevent the proliferation of urban sprawl and achieve cost effective land development patterns. Consistent with policies in the Intergovernmental Coordination Element, the Village shall pursue resolution of development and growth management issues with impacts transcending the Village's political jurisdiction, by participating in forums with the Florida Department of Community Affairs, the South Florida Regional Planning Council and other forums convened to coordinate such issues.

Finding: The proposed FLUM amendment would assist in limiting additional development on already scarified vacant land.

Procedures for Amendments to Zoning Map:

Pursuant to Section 30-411(d)(4)(b) of the Code of Ordinances, the Village Council must find that the application is consistent with the Comprehensive Plan, that the applicant has complied with all procedural requirements of this section, and that the maintenance of the existing zoning on the property does not accomplish a legitimate public purpose. The Village Council shall make its determination on a finding of legitimate public purpose based on one or more of the following factors:

1. Demand for the proposed Zoning District in the Village in relation to the amount of land currently zoned and available to accommodate that demand.

Finding: Pursuant to the Village's GIS data and records, there are approximately 538 parcels that are designated within the HC Highway Commercial District, which represents approximately 7.56 percent of the 7,108 total parcels within Islamorada, Village of Islands. Of

the 538 parcels within the HC Highway Commercial District, 85 parcels are vacant, which equates to approximately 15.79 percent of the total parcels.

2. Compatibility of the site's physical, geological, hydrological and other environmental features, with the uses permitted in the proposed Zoning designation.

Finding: The Site is currently scarified and vacant. The uses permitted in the proposed zoning district are compatible with the site's features.

3. Data errors, including errors in mapping, vegetative types and natural features described in the comprehensive plan.

Finding: There is no evidence that there are any errors in the Villages GIS data, records and other resources.

4. New Issues.

Finding: The Village has accepted 300 additional affordable housing units. According to the Department of Commerce, there is an additional need for commercial space in conjunction with those units.

5. Recognition of a need for additional detail or comprehensiveness.

Finding: At this time there is no need for additional detail because there are no proposed changes to the subject property.

6. Compatibility of the proposed district with the property surrounding the site of the requested rezoning and any applicable neighborhood or redevelopment plan.

Finding: As previously indicated, the subject property currently has an existing Settlers Residential (SR) Zoning District designation. The adjacent property to the south is designated Public/Semi-Public (PS). To the north, the adjacent property is designated as Settlers Residential (SR). The properties to the West across Overseas Highway are designated as Multi-Family (MF) and Tourist Commercial (TC) and to the East is Settlers Residential (SR). The character of the surrounding area is mixed-use with a collective of commercial uses, institutional (public) uses, and single-family residences.

The LPA reviewed this item at its meeting on June 10, 2024, and unanimously recommended approval. The Village Council approved this ordinance on first reading at its meeting on January 9, 2025.

Budget Impact:

None

Staff Impact:

None

Recommendation:

Staff has reviewed the request for Zoning Map Amendment from Settlers Residential to Highway Commercial and determined that the request meets the criteria. Therefore, staff recommends approval of the map amendment.

Attachments: 1. Bell Zoning ORD with vote 1st read

After recording return to:
Planning and Development Services Dept.
Islamorada, Village of Islands
86800 Overseas Highway
Islamorada Florida 33036

ORDINANCE NO.

AN ORDINANCE OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, CONSIDERING THE REQUEST OF LYNN L BELL, TO AMEND THE OFFICIAL ZONING MAP FROM SETTLERS RESIDENTIAL (SR) TO HIGHWAY COMMERCIAL (HC) FOR THE SUBJECT PROPERTY, LOCATED ON UPPER MATECUMBE KEY, WITH REAL ESTATE NUMBER 00404730-000000, AS LEGALLY DESCRIBED HEREIN; PROVIDING FOR THE TRANSMITTAL OF THIS ORDINANCE TO THE STATE DEPARTMENT OF COMMERCE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Official Zoning Map of Islamorada, Village of Islands (the "Village") became effective April 30, 2002; and

WHEREAS, the property owner, Lynn L Bell, has requested an Official Zoning Map amendment from the Settlers Residential (SR) District to the Highway Commercial (HC) Zoning District for a parcel consisting of approximately 18,385 acres of land with the Parcel ID Number 00404730-000000 (the "Property"), as legally described below; and

WHEREAS, pursuant to Section 166.041, Florida Statutes and Sections 30-101 and 30-213 of the Village Code of Ordinances (the "Code"), the Village Local Planning Agency publicly considered the Zoning Map Amendment during a duly noticed public hearing held on June 10, 2024; and

WHEREAS, in accordance with Section 166.041, Florida Statutes, and Section 30-213 of the Village Code, notice of the public hearing(s) has been given for the proposed adoption of this Ordinance; and

WHEREAS, the Village Council of Islamorada, Village of Islands (the "Village Council") finds that the adoption of the Official Zoning Map Amendment is in the best interest of the Village and

does comply with all applicable laws, as well as promotes the general health, safety, and welfare of the Village residents; and

WHEREAS, the Village Council has determined that the proposed Zoning Map Amendment is consistent with the Village Comprehensive Plan; and

WHEREAS, the Village Council desires to consider the proposed Zoning Map Amendment in accordance with State law.

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 incorporated herein by this reference.

Section 2. Approval/Denial of Zoning Map Amendment. The Official Zoning Map Amendment is hereby **approved** as part of the Official Zoning Map of the Village. A copy of the Official Zoning Map Amendment is attached as Exhibit "A" and incorporated herein by this reference, for the following described property:

SUBDIVISION OF LOTS 3-4 UPPER MATECUMBE PB2-59 PT TR 16

Section 3. Transmittal. The Village Clerk is hereby authorized to forward a copy of this Ordinance to the State Department of Commerce ("Commerce") for approval in accordance with Section 380.05(6), Florida Statutes.

Section 4. Effective Date. This Ordinance shall not become effective until approved pursuant to Final Order by the Florida Department of Commerce (Commerce) pursuant to Section 163.3184, Florida Statutes or if the Final Order is challenged, until the challenge to the order is resolved pursuant to Chapter 380.05, Florida Statutes.

The foregoing Ordinance was offered by Councilwoman Gillis, who moved for its adoption on first reading. This motion was seconded by Councilman Friedman, and upon being put to a vote, the vote was as follows:

Mayor Sharon Mahoney	YES
Vice Mayor Don Horton	ABSTAIN
Councilman Joseph B. Pinder III	YES
Councilwoman Deb Gillis	YES
Councilman Steve Friedman	YES

PASSED on the first reading this 9th day of January, 2025.

[Remainder of this page intentionally left blank]

The foregoing Ordinance was offered by _____, who moved for 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 Anna Richards	___
Councilwoman Deb Gillis	___
Councilman Steve Friedman	___

PASSED AND ADOPTED on the second reading this ____ day of _____, 2024.

SHARON MAHONEY, MAYOR

ATTEST:

MARNE MCGRATH, VILLAGE CLERK

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

JOHN J. QUICK, VILLAGE ATTORNEY