



Islamorada, Village of Islands

REGULAR VILLAGE COUNCIL MEETING

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

The Village Council has resumed the in-person regular meeting format. Virtual participation is still available to the public. Please see the last page of the agenda for participation details

AGENDA

- I. CALL TO ORDER / ROLL CALL**
- II. PLEDGE OF ALLEGIANCE**
- III. AGENDA: Requests for Deletion / Emergency Additions**
- IV. REPORTS, PRESENTATIONS AND ANNOUNCEMENTS**
 - A.** Proclamation of September 23 - 29, 2024, as National Diaper Need Awareness Week **TAB 1**
 - B.** Proclamation of September 2024 as National Senior Citizens Month **TAB 2**
- V. PUBLIC COMMENT**

(This is general public comment. It provides an opportunity for the public to speak about matters not scheduled elsewhere on the agenda. The mayor opens public comment on agenda items throughout the meeting.)
- VI. CITIZENS' ADVISORY COMMITTEE REPORTS & APPOINTMENTS**
 - A.** Nearshore Water Regulations Citizens Advisory Committee Report - Dianne Harbaugh (Chair) **TAB 3**
- VII. MAYOR / COUNCIL COMMUNICATIONS**
 - A.** Discussion of Replacing Welcome to Islamorada Sign (Council Member Henry Rosenthal)
- VIII. VILLAGE ATTORNEY / VILLAGE MANAGER COMMUNICATIONS**
- IX. CONSENT AGENDA**
 - A.** Meeting Minutes: **TAB 4**
 - July 31, 2024 Special Village Council Meeting
 - August 7, 2024 Regular Village Council Meeting
 - August 8, 2024 Regular Village Council Meeting
 - August 21, 2024 Budget Workshop #1
 - August 22, 2024 Budget Workshop #2

- B. Resolution Approving Work Authorization No. 17 with WSP USA Environment & Infrastructure, Inc. for Construction Engineering Inspection and Administration Services **TAB 5** (Peter Frezza, Environmental Resources Manager)
- A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING WORK AUTHORIZATION NO. 17 WITH WSP USA ENVIRONMENT & INFRASTRUCTURE, INC. FOR CONSTRUCTION ENGINEERING INSPECTION AND ADMINISTRATION SERVICES; AUTHORIZING VILLAGE OFFICIALS TO IMPLEMENT THE TERMS AND CONDITIONS OF THE PROJECT AGREEMENT; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE WORK AUTHORIZATION NO 17; AND PROVIDING FOR AN EFFECTIVE DATE**
- C. Resolution Approving FY 2024-2025 Expenditures through an Agreement with Ben Few & Company, LLC, to Provide Insurance and Risk Management Services **TAB 6** (Mary Swaney, Procurements & Grants Administrator, Lisa Lynch, Finance Director)
- A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING FISCAL YEAR 2024-2025 EXPENDITURES THROUGH AN AGREEMENT BETWEEN BEN FEW & COMPANY, LLC, AND ISLAMORADA, VILLAGE OF ISLANDS, TO PROVIDE INSURANCE AND RISK MANAGEMENT SERVICES; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; AND PROVIDING FOR AN EFFECTIVE DATE**
- D. Resolution Approving FY 2024-2025 Purchases from Commercial Energy Specialists for Aquatic Facility Supplies and Services **TAB 7** (Maria Bagiotti, Founders Park Director)
- A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING FISCAL YEAR 2024-2025 EXPENDITURES FROM COMMERCIAL ENERGY SPECIALISTS, LLC. TO PROVIDE AQUATIC FACILITY SUPPLIES AND SERVICES TO THE PARKS AND RECREATION DEPARTMENT; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING A WAIVER OF COMPETITIVE BIDDING; AND PROVIDING FOR AN EFFECTIVE DATE**
- E. Resolution Approving Letter of Engagement with Michael J. Pawelczyk to Provide Code Compliance Hearing Officer Services **TAB 8** (Robert Cole, Village Manager)
- A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING THE LETTER OF ENGAGEMENT BETWEEN MICHAEL J. PAWELCZYK AND**

ISLAMORADA, VILLAGE OF ISLANDS TO PROVIDE SERVICES OF CODE COMPLIANCE HEARING OFFICER; AUTHORIZING VILLAGE OFFICIALS TO IMPLEMENT THE TERMS AND CONDITIONS OF THE ENGAGEMENT; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE LETTER OF ENGAGEMENT; AND PROVIDING FOR AN EFFECTIVE DATE

- F. Resolution Approving Contract for Local Police Services between Monroe County Sheriff's Office and Islamorada, Village of Islands **TAB 9** (Robert Cole, Village Manager)
A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING THE CONTRACT FOR LOCAL POLICE SERVICES BETWEEN THE MONROE COUNTY SHERIFF'S OFFICE, THE MONROE COUNTY BOARD OF COUNTY COMMISSIONERS AND ISLAMORADA, VILLAGE OF ISLANDS, FOR FISCAL YEARS 2024-2025 to 2028-2029; AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING VILLAGE OFFICIALS TO IMPLEMENT THE TERMS AND CONDITIONS OF THE CONTRACT; AND PROVIDING FOR AN EFFECTIVE DATE
- G. Resolution Approving Fiscal Year 2024-2025 Purchases from Wastewater Vendors for the Wastewater Department **TAB 10** (A.J. Engelmeyer, Public Works Director)
A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING FISCAL YEAR 2024-2025 EXPENDITURES FROM AIRVAC INC., DONERITE PUMPS, INC., F.J. NUGENT & ASSOCIATES, FORTILINE WATERWORKS, KB VACUUM PUMP SOLUTIONS, LLC., FERGUSON WATERWORKS AND SUNBELT RENTALS FOR THE OPERATION AND MAINTENANCE OF THE VILLAGE'S WASTEWATER COLLECTION AND TRANSMISSION SYSTEM; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING A WAIVER OF COMPETITIVE BIDDING; AND PROVIDING FOR AN EFFECTIVE DATE
- H. Resolution Approving Expenditures for FY 24-25 With Florida Keys EVR, LLC **TAB 11** (Terry Abel, Fire Chief)
A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING FISCAL YEAR 2024-2025 EXPENDITURES THROUGH AN AGREEMENT BETWEEN FLORIDA KEYS EVR, LLC, AND ISLAMORADA, VILLAGE OF ISLANDS, TO PROVIDE MAINTENANCE AND REPAIR SERVICES TO THE FIRE RESCUE DEPARTMENT; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING A WAIVER OF

COMPETITIVE BIDDING; AND PROVIDING FOR AN EFFECTIVE DATE

- I. Resolution Approving FY 2024-2025 Expenditures through a Cooperative Professional Services Agreement with All Aspects Inspection Services, LLC. for Building Services Department Support Services **TAB 12** (Sheila Denoncourt, Chief Building Official)
A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING FISCAL YEAR 2024-2025 EXPENDITURES THROUGH A COOPERATIVE PROFESSIONAL SERVICES AGREEMENT BETWEEN ALL ASPECTS INSPECTION SERVICES, LLC, AND ISLAMORADA, VILLAGE OF ISLANDS, TO PROVIDE BUILDING PERMIT PLANS REVIEW AND INSPECTION SERVICES TO THE BUILDING SERVICES DEPARTMENT; APPROVING THE WAIVER OF COMPETITIVE BIDDING; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; AND PROVIDING FOR AN EFFECTIVE DATE
- J. Resolution Approving FY 2024-2025 Purchases from Municipal Emergency Services for Services and Supplies **TAB 13** (Terry Abel, Fire Chief)
A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING FISCAL YEAR 2024-2025 EXPENDITURES THROUGH FROM MUNICIPAL EMERGENCY SERVICES TO SERVICES AND SUPPLIES TO THE FIRE RESCUE DEPARTMENT; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING A WAIVER OF COMPETITIVE BIDDING; AND PROVIDING FOR AN EFFECTIVE DATE
- K. Resolution Approving FY 2024-2025 Purchases from Bound Tree for Emergency Medical Supplies **TAB 14** (Terry Abel, Fire Chief)
A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING FISCAL YEAR 2024-2025 EXPENDITURES THROUGH BOUND TREE MEDICAL, LLC FOR MEDICAL SUPPLIES FOR THE FIRE RESCUE DEPARTMENT; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING A WAIVER OF COMPETITIVE BIDDING; AND PROVIDING FOR AN EFFECTIVE DATE
- L. Resolution Approving FY 2024-2025 Contracted Expenditures from Islamorada Power for Generator Maintenance and Repair **TAB 15** (Terry Abel, Fire Chief)
A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING FISCAL YEAR 2024-2025 CONTRACTED EXPENDITURES FROM ISLAMORADA POWER, INC. FOR GENERATOR MAINTENANCE AND REPAIR FOR THE FIRE RESCUE DEPARTMENT; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; AND PROVIDING FOR AN EFFECTIVE DATE

X. **END OF CONSENT AGENDA**

XI. RESOLUTIONS

- A.** Resolution Approving One Year Extension to GrayRobinson Agreement for State Lobbying Services **TAB 16**
(John Quick, Interim Village Attorney)

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING A ONE YEAR RENEWAL OF THE AGREEMENT FOR PROFESSIONAL STATE LOBBYING SERVICES BETWEEN GRAYROBINSON, P.A. AND ISLAMORADA, VILLAGE OF ISLANDS; AUTHORIZING VILLAGE OFFICIALS TO IMPLEMENT THE TERMS AND CONDITIONS OF THE PROFESSIONAL SERVICES AGREEMENT; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE PROFESSIONAL SERVICES AGREEMENT; PROVIDING FOR A WAIVER OF COMPETITIVE BIDDING; AND PROVIDING FOR AN EFFECTIVE DATE

- B.** Resolution Approving Change Order No. 1 to the Construction Agreement with ASAP, Inc. Related to the Green Turtle Hammock Preserve Basin Improvement Project **TAB 17** (Peter Frezza, Environmental Resources Manager)

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

XII. ORDINANCES

- A.** Ordinance Amending SECTION 30-1542 Shoreline Setbacks - **Second Reading TAB 18** (Jennifer DeBoisbriand , Planning Director)

AN ORDINANCE OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, AMENDING CHAPTER 30 "LAND DEVELOPMENT REGULATIONS", ARTICLE VII "ENVIRONMENTAL REGULATIONS", DIVISION 2 "DOCKS AND SHORELINE USES", SECTION 30-1542 OF THE VILLAGE CODE; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE

XIII. QUASI-JUDICIAL

- A.** Ordinance Amendment Considering the Request of HVS82 Investments LLC to Amend the Future Land use Map of Parcel 00415840-000000 -**Second Reading TAB 19** (Jennifer DeBoisbriand , Planning Director)

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

- B.** Ordinance Amendment Considering the Request of HVS82 Investments LLC to Amend the Zoning Map for Parcel 00415840-000000 - **Second Reading TAB 20** (Jennifer DeBoisbriand , Planning Director)

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

XIV. MOTIONS

XV. AFTER ACTION REPORT

- A.** After Action Report

XVI. ADJOURNMENT

Options for Viewing the Village Council Meeting:

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

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

Option 1: Email your comments.

1. Public comment should be submitted via email to: public.comment@islamorada.fl.us
2. The email should contain "Public Comment" in the subject line.
3. The name and address of the submitter shall be included in the email.

4. Public comment should be submitted by 9 a.m. the day before the meeting. Public comment will be sent to the Village Councilmembers for consideration prior to the meeting. Public comments will not be read during the meeting.

Option 2: Call in During the Meeting.

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

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

ADA Assistance:

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



Council Communication

To: Mayor and Village Council
From:
Date: September 10, 2024
SUBJECT: Proclamation of September 23 - 29, 2024, as National Diaper Need Awareness Week TAB 1

Background:
N/A

Analysis:
N/A

Budget Impact:
N/A

Staff Impact:
N/A

Recommendation:
N/A

Attachments: 1. National Diaper Awareness Week - September 10

PROCLAMATION
NATIONAL DIAPER NEED AWARENESS WEEK
SEPTEMBER 2024

WHEREAS, diaper need, the condition of not being able to afford a sufficient supply of clean diapers to keep babies and toddlers clean, dry, and healthy, can adversely affect the health and well-being of children and their families; and

WHEREAS, national surveys and research studies report that nearly one in two families struggles with diaper need, and 48 percent of families delay changing a diaper to extend the available supply; and

WHEREAS, a daily or weekly supply of diapers is generally an eligibility requirement for babies and toddlers to participate in child care programs and quality early-education programs that enable children to thrive and parents to work; and

WHEREAS, many parents struggling with diaper need report missing an average of five days of work each month due to an insufficient supply of diapers; and

WHEREAS, without enough diapers, babies and toddlers risk infections and health problems that may require medical attention resulting in medical costs, and parents may be prevented from accessing child care needed to go to work or school, thereby destabilizing the family's economic prospects and well-being; and

WHEREAS, the people of Islamorada recognize that diaper need is a public health issue, and addressing diaper need can lead to economic opportunity for the state's families and communities and improved health for children, thus ensuring all children and families have access to the basic necessities required to thrive and reach their full potential; and

WHEREAS, Islamorada is proud to be home to trusted community-based organizations, including The Florida Keys Healthy Start Coalition & Miami Diaper Bank, that recognize the importance of diapers in ensuring health and providing economic stability for families and thus distribute diapers to families through various channels; and

WHEREAS, through their important work of addressing diaper need, The Florida Keys Healthy Start Coalition and their partnership with the Miami Diaper Bank play a critical role in supporting families, improving infant health and wellbeing, and advancing our local and state economic growth.

NOW THEREFORE, I, Mayor Joseph B. Pinder III, by virtue of the authority vested in me as Mayor of Islamorada, Village of Islands, do hereby proclaim the week of September 23 through September 29, 2024, as *National Diaper Need Awareness Week* in Islamorada, Village of Islands, thank the aforementioned Coalition, diaper bank, their staff, volunteers and donors, for their courageous service during the crisis, and encourage the citizens of Islamorada to donate generously to The Florida Keys Healthy Start Coalition, diaper banks, diaper drives, and support those organizations that collect and distribute diapers to families struggling with diaper need, so that all of Islamorada's children and families can thrive and reach their full potential.

IN WITNESS WHEREOF, I have hereunto set my hand and the official seal of Islamorada, Village of Islands, Florida.

Mayor Joseph B. Pinder III



Council Communication

To: Mayor and Village Council
From:
Date: September 10, 2024
SUBJECT: Proclamation of September 2024 as National Senior Citizens Month TAB
2

Background:
N/A

Analysis:
N/A

Budget Impact:
N/A

Staff Impact:
N/A

Recommendation:
N/A

Attachments: 1. National Senior Citizens Month - September 10
2. National Senior Citizens Month - September 10 _C

PROCLAMATION
NATIONAL SENIOR CITIZENS MONTH
SEPTEMBER 2024

WHEREAS, older Americans are significant members of our society, investing their wisdom and experience to help enrich and strengthen our community; and

WHEREAS, the JOY (Just Older Youth, Inc.) Center has acted as a catalyst for mobilizing the creativity, energy, vitality, and commitment of older residents of the Upper Keys; and

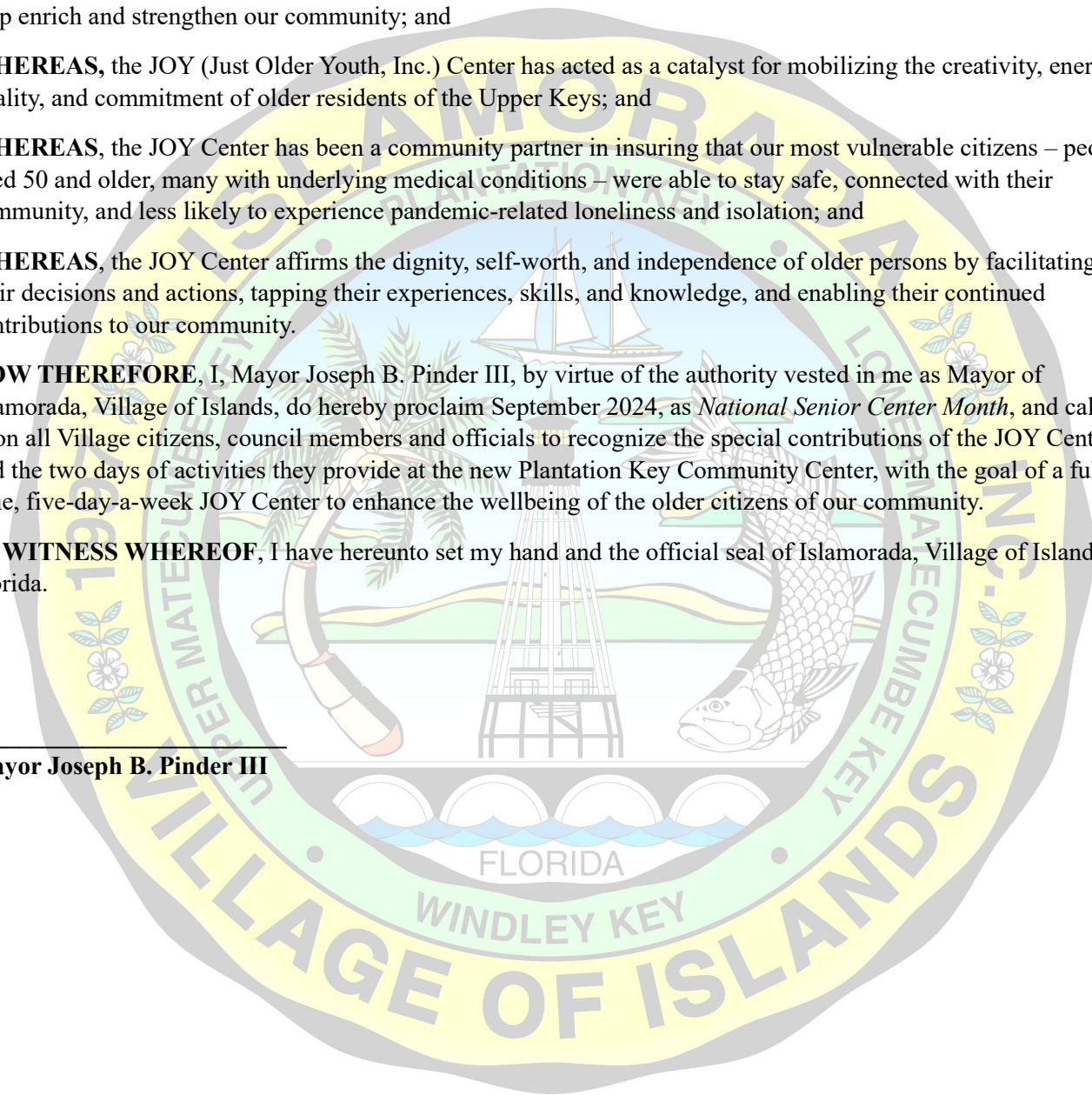
WHEREAS, the JOY Center has been a community partner in insuring that our most vulnerable citizens – people aged 50 and older, many with underlying medical conditions – were able to stay safe, connected with their community, and less likely to experience pandemic-related loneliness and isolation; and

WHEREAS, the JOY Center affirms the dignity, self-worth, and independence of older persons by facilitating their decisions and actions, tapping their experiences, skills, and knowledge, and enabling their continued contributions to our community.

NOW THEREFORE, I, Mayor Joseph B. Pinder III, by virtue of the authority vested in me as Mayor of Islamorada, Village of Islands, do hereby proclaim September 2024, as *National Senior Center Month*, and call upon all Village citizens, council members and officials to recognize the special contributions of the JOY Center and the two days of activities they provide at the new Plantation Key Community Center, with the goal of a full-time, five-day-a-week JOY Center to enhance the wellbeing of the older citizens of our community.

IN WITNESS WHEREOF, I have hereunto set my hand and the official seal of Islamorada, Village of Islands, Florida.

Mayor Joseph B. Pinder III



PROCLAMATION
NATIONAL SENIOR CITIZENS MONTH
SEPTEMBER 2024

WHEREAS, older Americans are significant members of our society, investing their wisdom and experience to help enrich and strengthen our community; and

WHEREAS, the JOY (Just Older Youth, Inc.) Center has acted as a catalyst for mobilizing the creativity, energy, vitality, and commitment of older residents of the Upper Keys; and

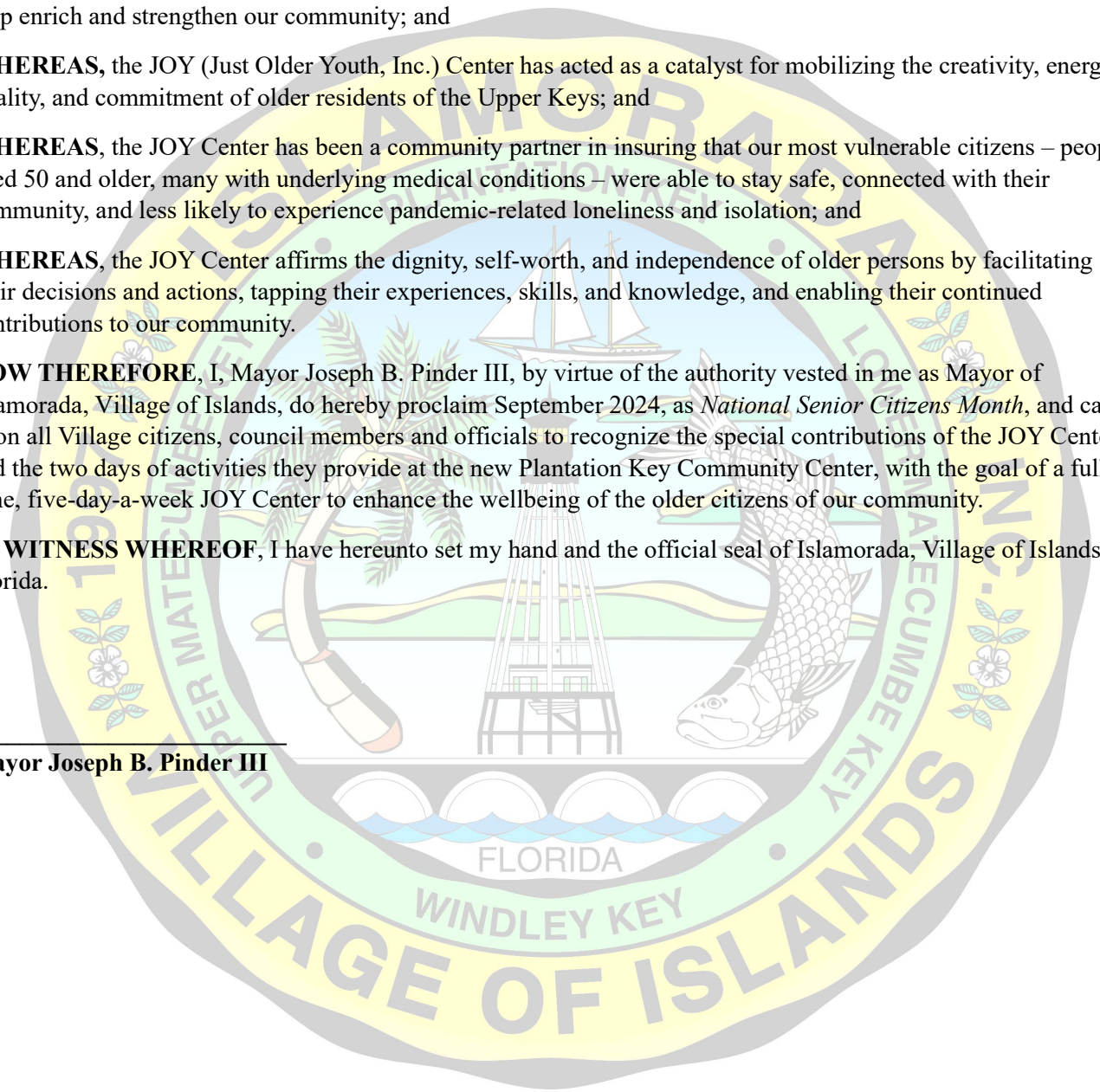
WHEREAS, the JOY Center has been a community partner in insuring that our most vulnerable citizens – people aged 50 and older, many with underlying medical conditions – were able to stay safe, connected with their community, and less likely to experience pandemic-related loneliness and isolation; and

WHEREAS, the JOY Center affirms the dignity, self-worth, and independence of older persons by facilitating their decisions and actions, tapping their experiences, skills, and knowledge, and enabling their continued contributions to our community.

NOW THEREFORE, I, Mayor Joseph B. Pinder III, by virtue of the authority vested in me as Mayor of Islamorada, Village of Islands, do hereby proclaim September 2024, as *National Senior Citizens Month*, and call upon all Village citizens, council members and officials to recognize the special contributions of the JOY Center and the two days of activities they provide at the new Plantation Key Community Center, with the goal of a full-time, five-day-a-week JOY Center to enhance the wellbeing of the older citizens of our community.

IN WITNESS WHEREOF, I have hereunto set my hand and the official seal of Islamorada, Village of Islands, Florida.

Mayor Joseph B. Pinder III



1. The committee heard public comments regarding a proposed Sunset Drive vessel exclusion zone.
2. There was no report from the Sheriff's department with the recent staffing changes. The committee looks forward to hearing an update from the Sheriff's department at the next scheduled committee meeting
3. The committee heard an update from staff on the Founders Park breakwater improvements. Improvements have started and are expected to be completed by the end of the year. The committee revisited the idea of additional mooring ball installation to accommodate intermittent heavy recreational use, but need to research the area further and discuss a proposal before making any new recommendations to council.
4. The Florida Keys National Marine Sanctuary Rulemaking is expected to wrap up later this fall, but the committee discussed the temporary regulation for coral restoration and nursery areas that has been proposed by NOAA to prepare for a potential marine heatwave.
5. The committee discussed the status of the Whale Harbor Channel Idle Speed Zone. The private property owner is willing to place a sign, but they will need to source and install the signage at the proposed location. The committee also discussed missing signage in the idle speed zone, and committee members and staff are going to contact the County to see what can be done about replacing it.
6. The committee heard an update on the Tavernier Creek Slow Speed / Minimum Wake extension. The extension proposal is in the permitting process with FWC.
7. The committee discussed boating impacts from access to Papa Joe's, and the prop scars on nearby flats. With the planned installation of bird poles in those areas for seagrass restoration, no additional action is necessary requested of the council at this time.
8. The committee discussed the proposed new vessel exclusion zone at Sunset Drive Beach. The majority of the committee voted to recommend that the Council does not consider a new vessel exclusion zone at Sunset Drive, and instead focuses on long term planning and management for all nearshore areas of Islamorada.



Council Communication

To: Mayor and Village Council
From:
Date: September 10, 2024
SUBJECT: Discussion of Replacing Welcome to Islamorada Sign (Council Member Henry Rosenthal)

Background:

Analysis:

Budget Impact:

Staff Impact:

Recommendation:

Attachments: None



Council Communication

To: Mayor and Village Council
From: Marne McGrath, Village Clerk
Date: September 10, 2024
SUBJECT: **Meeting Minutes: TAB 4**
July 31, 2024 Special Village Council Meeting
August 7, 2024 Regular Village Council Meeting
August 8, 2024 Regular Village Council Meeting
August 21, 2024 Budget Workshop #1
August 22, 2024 Budget Workshop #2
August 23, 2024 Budget Workshop #3

Background:

N/A

Analysis:

N/A

Budget Impact:

N/A

Staff Impact:

N/A

Recommendation:

N/A

Attachments:

1. 07 31 2024 Special Village Council Minutes
2. 08 07 2024 Regular Village Council Minutes
3. 08 08 2024 Land Use Village Council Minutes
4. 08 21 2024 Budget Workshop 1
5. 08 22 2024 Budget Workshop 2
6. 08 23 2024 Budget Workshop 3



Islamorada, Village of Islands

SPECIAL CALL VILLAGE COUNCIL MEETING

July 31, 2024 - 5:30 PM
Founders Park Community Center
87000 Overseas Highway
Islamorada, FL 33036

MINUTES

I. CALL TO ORDER / ROLL CALL

Mayor Joseph B. Pinder III called the meeting to order at 05:30 PM

PRESENT: Council Member Mark Gregg, Council Member Elizabeth Jolin,
Council Member Henry Rosenthal, Vice Mayor Sharon Mahoney,
Mayor Joseph B. Pinder III

ABSENT:

Council Member Gregg was attending via Zoom in accordance with Resolution 21-08-80 and the Council's Meeting Procedures.

II. PLEDGE OF ALLEGIANCE

Fire Chief Terry Abel led the Pledge of Allegiance and Mayor Pinder started the meeting with a prayer.

III. AGENDA: Requests for Deletion / Emergency Additions

There were no emergency additions or deletions to the agenda.

IV. PUBLIC COMMENT

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

Mayor Joseph B. Pinder III opened public comment.

Speakers included:

Van Cadenhead

Deb Gillis

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

V. MAYOR / COUNCIL COMMUNICATIONS

There were no discussion items for this agenda.

VI. VILLAGE ATTORNEY / VILLAGE MANAGER COMMUNICATIONS

There were no discussion items for this agenda.

VII. RESOLUTIONS

- A. Preliminary Rate Resolution for FY 2024-2025 Solid Waste Assessment - **TAB 1** (Lisa Lynch, Finance Director)

A PRELIMINARY RATE RESOLUTION OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, RELATING TO THE COLLECTION AND DISPOSAL OF SOLID WASTE WITHIN THE VILLAGE FOR FISCAL YEAR 2024-2025 ESTABLISHING THE ESTIMATED ASSESSMENT RATE FOR SOLID WASTE SERVICE AGAINST ASSESSED PROPERTY LOCATED WITHIN ISLAMORADA, VILLAGE OF ISLANDS, FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2024 THROUGH SEPTEMBER 30, 2025; DIRECTING THE PREPARATION OF AN ASSESSMENT ROLL; PROVIDING FOR PUBLIC HEARING AND NOTICE THEREOF; AND PROVIDING FOR AN EFFECTIVE DATE

Finance Director Lisa Lynch introduced the discussion for the solid waste assessment, noting a preliminary rate would be set tonight and a final decision would be approved at the August 7 Regular Council Meeting.

Rate increases were to take effect January 1, 2025 - per their contract, Island Disposal is permitted to raise the rates annually in compliance with the Miami-Dade CPI. Assessment revenues were estimated to create a shortfall of \$290,417.

Village Manager Rob Cole noted that when the Village moved from Waste Management, he indicated that Island Disposal was significantly less than what Waste Management had proposed. He said that as landfills become more scarce the costs would continue to increase and encouraged the Council to consider using franchise fees from the General Fund.

Public comment was reopened and Deb Gillis spoke. Public comment was then closed.

ACTION:	Motion to approve a residential rate of \$490 item VII.A. by Henry Rosenthal second by Sharon Mahoney; Motion passed with a 5:0 vote
AYES:	Mark Gregg, Elizabeth Jolin, Henry Rosenthal, Sharon Mahoney, Joseph B. Pinder III
NAYS:	None
ABSTAIN:	None

- B. Enforcement of a No Parking Zone on Windley Key - **TAB 2** (A.J. Engelmeyer, Public Works Director)

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, EXPRESSING THE COUNCIL'S SUPPORT OF THE ENFORCEMENT OF A NO PARKING ZONE ON WINDLEY KEY; PROVIDING FOR AN EFFECTIVE DATE

Public Works Director A.J. Engelmeyer noted that Council approval was required to establish no parking zones. As there has been public usage of the right of way on Windley Key, the department was requesting approval. Mr. Engelmeyer indicated that enforcement of the new no parking zone would be managed in conjunction with MCSO.

In response to a request to clarify the proposed zone using existing landmarks, Mr. Engelmeyer indicated the zone would be from Hog Heaven to the Old Highway merge by Postcard Inn.

Village Manager Rob Cole stated a landscaping project would be established after the FKAA has completed its project.

Mayor Joseph B. Pinder III opened public comment.

Speakers included:

Van Cadenhead
Deb Gillis

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

Council requested staff add a map to the resolution clearly indicating the no parking area.

ACTION:	Motion to approve the resolution with the attachment of the map depiction of the no parking zone item VII.B. by Elizabeth Jolin second by Henry Rosenthal; Motion passed with a 5:0 vote
AYES:	Mark Gregg, Elizabeth Jolin, Henry Rosenthal, Sharon Mahoney, Joseph B. Pinder III
NAYS:	None
ABSTAIN:	None

VIII. ADJOURNMENT

Council Member Henry Rosenthal moved to adjourn the meeting at 6:04 p.m.



Islamorada, Village of Islands

REGULAR VILLAGE COUNCIL MEETING

August 7, 2024 - 5:30 PM
Founders Park Community Center
87000 Overseas Highway
Islamorada, FL 33036

MINUTES

I. CALL TO ORDER / ROLL CALL

Mayor Joseph B. Pinder III called the meeting to order at 05:30 PM

PRESENT: Council Member Mark Gregg, Council Member Elizabeth Jolin,
Council Member Henry Rosenthal, Vice Mayor Sharon Mahoney,
Mayor Joseph B. Pinder III

ABSENT:

II. PLEDGE OF ALLEGIANCE

A Firefighter led the Pledge of Allegiance and Pastor Tony Hammon began the meeting with a prayer.

III. REPORTS, PRESENTATIONS AND ANNOUNCEMENTS

A. Village Council Recognition of Officer Julian Garcia

Sheriff Rick Ramsay introduced Officer Julian Garcia, who was grievously injured in the line of duty by a drunk driver on April 9, 2024. Sheriff Ramsay presented Officer Garcia with his personal Purple Heart medal that he was awarded years earlier.

Vice Mayor Sharon Mahoney presented Officer Garcia with a check for over \$60,000.00 she raised during a fundraiser in June and acknowledged the community members who pitched in to make the event a huge success.

The meeting was paused briefly to allow time for photos and for attendees not staying for the rest of the meeting to leave.

IV. AGENDA: Requests for Deletion / Emergency Additions

The meeting reconvened at 6:10 p.m.

Interim Village Attorney John Quick summarized the Council's meeting procedures, noting that those who wish to speak during either Public Comment or action items had to get their completed comment card to the Clerk before the item was called.

He further noted that Tabs 1 - 4 were discussion items only and would not have public comment.

Council Member Henry Rosenthal asked to permit public comment during the eagle's nest discussion. A majority of Council approved waiving the rules for that item.

Council Member Henry Rosenthal pulled Tab 8 for discussion.
Tabs 6 and 12 were removed from the Consent Agenda.

V. PUBLIC COMMENT

Mayor Joseph B. Pinder III opened public comment.

Speakers included:

Joe Ziomek

Van Cadenhead

Dianne Harbaugh

Sue Miller

Joe Wischmeier

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

VI. CITIZENS' ADVISORY COMMITTEE REPORTS & APPOINTMENTS

A. Historic Preservation Commission Update - Barbara Edgar (Chair) **TAB 1**

Barbara Edgar reported on the recent activities of the Commission and announced the monument map will be unveiled on September 2 at the Labor Day observance.

B. Land Acquisition Citizens Advisory Committee Report - Greg Dully (Chair) **TAB 2**

Environmental Resources Manager Pete Frezza, on behalf of Chair Greg Dully, summarized the Committee's recent meeting. It was noted that the Committee had several initiatives it was working on.

VII. MAYOR / COUNCIL COMMUNICATIONS

Council Member Henry Rosenthal asked to speak on discussions with Publix to stop using single-use plastic bags and acknowledged Betsy at the Trading Post for using biodegradable bags for years. Council Member Rosenthal further stated his opposition to the Village's recent purchase of the Island Community Church building.

Council Member Elizabeth Jolin asked for a point of order as this discussion deviated from the agenda.

VIII. VILLAGE ATTORNEY / VILLAGE MANAGER COMMUNICATIONS

A. Parmelee Key Eagle Nest Report **TAB 3**

Mayor Pinder clarified that the public would be permitted on this discussion item.

Mayor Joseph B. Pinder III opened public comment.

Speakers included:

Van Cadenhead

Joan Schol
Sue Miller
Deb Gillis
Barbara Edgar
Joe Wischmeier

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

Mayor Sharon Mahoney noted she had spoken to an expert who runs a statewide program on eagles and suggested hosting a workshop on the issue.

Interim Village Attorney John Quick clarified that the Village is bound by state law. What was presented was a question from the owner whether this piece of land was a buildable lot. He noted the Village Code doesn't require a parcel to be platted to be considered a buildable lot and suggested updating the comp plan to correct the location that the eagle nest is in the southeast corner, not southwest as written.

Mr. Quick further noted that this was the beginning of a long process that would involve state, federal, local, and other agencies to develop the area.

B. Land Acquisition Fund: Brief Update TAB 4

Village Manager Rob Cole summarized staff's analysis and looked at how we might institute a land acquisition fund. He noted there were a number of factors that would affect the ability of the Village to implement a program, but that he would continue working on it.

IX. CONSENT AGENDA

Mayor Joseph B. Pinder III opened public comment.

Speakers included:
Sue Miller

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

Interim Village Attorney John Quick noted Tabs 6 and 8, and 12 were pulled from the agenda. It was determined that Tab 8 could stay on Consent although Council Member Henry Rosenthal asked where the Village was at in negotiations with the KLWWD to assume our wastewater program. Village Manager Rob Cole noted there were several factors to consider but that discussions were ongoing.

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

Motion passed with a 5:0 vote

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

NAYS: None

ABSTAIN: None

A. Regular Village Council Meeting Minutes of July 9, 2024 TAB 5
(Marne McGrath, Village Clerk)

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

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

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

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING THE RECOMMENDATION OF THE RFP 24-11 EVALUATION COMMITTEE FOR SELECTION OF A CONTRACTOR FOR THE CANAL 147 BACKFILL RESTORATION PROJECT; AUTHORIZING THE VILLAGE MANAGER AND VILLAGE ATTORNEY TO NEGOTIATE AN AGREEMENT FOR THE PROJECT; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE AGREEMENT; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; AND PROVIDING AN EFFECTIVE DATE

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

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, ACCEPTING THE GRANT AWARD FROM THE MONROE COUNTY TOURIST DEVELOPMENT COUNCIL ("TDC") FOR FOUNDERS PARK BEACH INCLUSIVE PLAYGROUND; APPROVING THE GRANT AGREEMENT #3243 BETWEEN MONROE COUNTY, FLORIDA AND ISLAMORADA, VILLAGE OF ISLANDS TO PROVIDE REIMBURSEMENT FUNDING FOR THE PROJECT FROM THE TDC DURING FISCAL YEAR 2024-2025; AUTHORIZING THE VILLAGE MAYOR TO EXECUTE THE AGREEMENT; AUTHORIZING VILLAGE OFFICIALS TO IMPLEMENT THE TERMS AND CONDITIONS OF THE AGREEMENT;

**AUTHORIZING THE VILLAGE MANAGER TO EXPEND
BUDGETED FUNDS; AND PROVIDING AN EFFECTIVE DATE**

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

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

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

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

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

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING THE FINAL RANKINGS AND RECOMMENDATIONS OF THE RFP 24-12 EVALUATION COMMITTEE FOR SELECTION OF A CONTRACTOR FOR EMERGENCY GENERATOR REPAIR AND MAINTENANCE; AUTHORIZING THE VILLAGE MANAGER AND VILLAGE ATTORNEY TO NEGOTIATE AN AGREEMENT FOR THE REQUESTED SERVICES; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE AGREEMENT; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; AND PROVIDING AN EFFECTIVE DATE

X. RESOLUTIONS

- A. **PULLED FROM CONSENT AGENDA** - Resolution Approving Work Authorization No. 5 with Tim Matthews Tree & Landscaping for Completion of a Planting Project **TAB 6** (Peter Frezza, Environmental Resources Manager)

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

Council Member Mark Gregg noted he pulled the item from the Consent Agenda because felt that the Landscape Mitigation Fund should not be the source of funding for this request. He opined that the fund should be used to restore habitat, not install landscaping. After discussion, the request was able to move forward with its funding coming from a different source.

Environmental Resources Manager Pete Frezza noted that staff extensively reviewed potential funding sources. Although he concurred that the code was open to interpretation, he believed that this use was permissible as the project would beautify public space and include planting at least 850 plants.

Mayor Joseph B. Pinder III opened public comment.

Speakers included:
Van Cadenhead
Sue Miller

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

ACTION:	Motion to Approve with funding coming from a source other than the Landscape Mitigation Fund item IX.B. by Mark Gregg second by Elizabeth Jolin; Motion passed with a 4:1 vote
AYES:	Mark Gregg, Elizabeth Jolin, Henry Rosenthal, Joseph B. Pinder III
NAYS:	Sharon Mahoney
ABSTAIN:	None

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

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

REQUESTED SERVICES; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE AGREEMENT; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; AND PROVIDING FOR AN EFFECTIVE DATE

Council Member Elizabeth Jolin noted she pulled this item from the Consent Agenda because she didn't feel the renovation was necessary. She suggested that the money slated for the project could instead be used to pay for lifeguards at the pool, which had changed its schedule to be closed on Sundays due to the lack of lifeguard staffing.

Mayor Joseph B. Pinder III asked Village Manager Rob Cole to work on lifeguard recruitment and look at creative solutions to reopen the pool on Sundays.

ACTION: Motion to approve item IX.H. by Mark Gregg second by Henry Rosenthal;
Motion passed with a 4:1 vote
AYES: Mark Gregg, Henry Rosenthal, Sharon Mahoney, Joseph B. Pinder III
NAYS: Elizabeth Jolin
ABSTAIN: None

- C. Reservation of BPAS Affordable Allocations for Woods Avenue Development **TAB 14** (Jennifer DeBoisbriand , Planning Director)
A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, ESTABLISHING AUTHORIZATION FOR THE RESERVATION OF BUILDING PERMIT ALLOCATION SYSTEM (BPAS) AFFORDABLE DWELLING UNIT ALLOCATIONS FOR AWARD TO THE PROPOSED WOODS AVENUE DEVELOPMENT; AND PROVIDING FOR AN EFFECTIVE DATE

This was the item the majority of Council approved to be brought back for further consideration at the July 9, 2024 meeting. Planning Director Jennifer DeBoisbriand provided history on the site noting that in June 2017, the Village Council adopted Resolution No. 17-06-39 approving the resolution of 8 affordable unit allocations from the BPAS for the development of workforce housing on Village-owned lots at the corner of Woods Avenue and Gardenia Street.

On September 2, 2021, the Council awarded the project to Gorman and Company after issuing a Request for Qualifications. Resolution No. 21-09-84, awarding the project to Gorman also stated that "If Gorman elects not to or is otherwise unable to develop Area A of the project site, the award of Area A of the project site shall automatically be awarded to Habitat for Humanity of the Upper Keys for development."

There were some questions about whether non-profits, such as Habitat for Humanity, were exempt from BPAS. Legal counsel suggested the Council could approve the allocations to be generally reserved for the Village, and could then be used as appropriate.

Mayor Joseph B. Pinder III opened public comment.

Speakers included:

Van Cadenhead

Sue Miller

Joe Wischmeier

Habitat for Humanity of the Upper Keys Executive Director Lindsay Fast

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

Mayor Pinder recessed the meeting for a break at 9:05 p.m.

ACTION: Motion to approve as presented item X.A. by Sharon Mahoney second by Joseph B. Pinder III;

Motion failed with a 2:3 vote

AYES: Sharon Mahoney, Joseph B. Pinder III

NAYS: Mark Gregg, Elizabeth Jolin, Henry Rosenthal

ABSTAIN: None

ACTION: Motion to Approve with the amendment that allocations be reserved generally for the Village item X.A. by Sharon Mahoney second by Mark Gregg;

Motion passed with a 5:0 vote

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

NAYS: None

ABSTAIN: None

- D. Resolution Adopting the Islamorada Watershed Management Plan **TAB 15** (Erin Deady, Lori Lehr, Megan Rumbaugh, Floodplain/CRS Coordinator)

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, ADOPTING THE ISLAMORADA WATERSHED MANAGEMENT PLAN; PROVIDING FOR AN EFFECTIVE DATE

Mayor Pinder reconvened the meeting at 9:25 p.m.

Floodplain/CRS Coordinator Megan Rumbaugh introduced Erin Deady and Lori Lehr who noted that the FEMA Community Rating System is a voluntary incentive program. They presented the Watershed Management Plan, which Council was being asked to adopt to improve our score in the CRS.

Mayor Joseph B. Pinder III opened public comment.

Speakers included:

Van Cadenhead

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

ACTION: Motion to Approve item X.B. by Elizabeth Jolin second by Sharon Mahoney;

Motion Passed with a 5:0 vote
AYES: Mark Gregg, Elizabeth Jolin, Henry Rosenthal, Sharon Mahoney,
Joseph B. Pinder III
NAYS: None
ABSTAIN: None

- E. Resolution Approving the FY 24-25 Stormwater Services Non-Ad Valorem Assessment Rate and Roll **TAB 17** (Lisa Lynch, Finance Director)

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, RELATING TO THE PROVISION OF STORMWATER MANAGEMENT SERVICES; REIMPOSING STORMWATER SERVICE ASSESSMENTS AGAINST CERTAIN REAL PROPERTY WITHIN ISLAMORADA, VILLAGE OF ISLANDS FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2024; APPROVING THE STORMWATER ASSESSMENT ROLL FOR THE STORMWATER SERVICE ASSESSMENTS; PROVIDING FOR COLLECTION OF THE STORMWATER SERVICE ASSESSMENTS; AND PROVIDING FOR AN EFFECTIVE DATE

Finance Director Lisa Lynch noted these were the finals for all the assessments. Tabs would be 17 - 23 presented together with single votes for each resolution. Ms. Lynch explained that the assessments were approved at the July 31 special meeting.

Mayor Joseph B. Pinder III opened public comment.

Speakers included:
Deb Gillis

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

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

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

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, RELATING TO THE COLLECTION AND DISPOSAL OF SOLID WASTE IN ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA; REIMPOSING SOLID WASTE SERVICE ASSESSMENTS AGAINST ASSESSED PROPERTY LOCATED WITHIN ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, FOR THE FISCAL YEAR BEGINNING

**OCTOBER 1, 2024; APPROVING THE RATE OF ASSESSMENT;
APPROVING THE ASSESSMENT ROLL; AND PROVIDING FOR
AN EFFECTIVE DATE**

Mayor Joseph B. Pinder III opened public comment.

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

ACTION: Motion to approve item X.E. by Mark Gregg second by Henry Rosenthal;

Motion passed with a 5:0 vote

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

NAYS: None

ABSTAIN: None

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

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

Mayor Joseph B. Pinder III opened public comment.

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

ACTION: Motion to approve item X.F. by Mark Gregg second by Sharon Mahoney;

Motion passed with a 5:0 vote

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

NAYS: None

ABSTAIN: None

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

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

Mayor Joseph B. Pinder III opened public comment.

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

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

Motion passed with a 5:0 vote

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

NAYS: None

ABSTAIN: None

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

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

Mayor Joseph B. Pinder III opened public comment.

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

ACTION: Motion to approve item X.H. by Elizabeth Jolin second by Joseph B. Pinder III;

Motion passed with a 5:0 vote

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

NAYS: None

ABSTAIN: None

- J. Resolution Approving FY 24-25 Remaining Service Area Phase I Wastewater Non-Ad Valorem Assessment Rate and Roll **TAB 22**
(Lisa Lynch, Do Not Use)

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

Mayor Joseph B. Pinder III opened public comment.

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

ACTION: Motion to approve item X.I. by Mark Gregg second by Henry Rosenthal;

Motion passed with a 5:0 vote

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

NAYS: None

ABSTAIN: None

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

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

Mayor Joseph B. Pinder III opened public comment.

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

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

Motion passed with a 5:0 vote

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

NAYS: None

ABSTAIN: None

XI. AFTER ACTION REPORT

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

XII. ADJOURNMENT

Council Member Mark Gregg moved to adjourn the meeting at 10:19 p.m.



Islamorada, Village of Islands

REGULAR VILLAGE COUNCIL MEETING

August 8, 2024 - 5:30 PM
Founders Park Community Center
87000 Overseas Highway
Islamorada, FL 33036

MINUTES

I. CALL TO ORDER / ROLL CALL

Mayor Joseph B. Pinder III called the meeting to order at 05:46 PM

PRESENT: Council Member Mark Gregg, Council Member Elizabeth Jolin,
Council Member Henry Rosenthal, Vice Mayor Sharon Mahoney,
Mayor Joseph B. Pinder III

ABSENT:

II. PLEDGE OF ALLEGIANCE

A Firefighter led the Pledge of Allegiance and Mayor Pinder began the meeting with a prayer.

III. AGENDA: Requests for Deletion / Emergency Additions

It was noted that the applicant requested a deferral of Tabs G, H, and I to November 21, 2024.

Council Member Henry Rosenthal wanted to hear the item as the deferral would be after the election.

Council Member Elizabeth Jolin suggested either October or December, so the new Council wouldn't have to make a big decision immediately.

Planning Director Jennifer DeBoisbriand noted that only one tab needs two readings, and the others only one.

Bart Smith spoke on behalf of the applicant and noted the need to address issues with their traffic consultant.

Council Member Henry Rosenthal preferred to hear the item before the election as he would like to discuss it.

IV. PUBLIC COMMENT

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

Mayor Joseph B. Pinder III opened public comment.

Speakers included:
Van Cadenhead
Joe Wischmeier

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

V. CITIZENS' ADVISORY COMMITTEE REPORTS & APPOINTMENTS

A. Committee Report LPA - Deb Gillis - Chair **TAB A**

LPA Chair Deb Gillis provided a report on items the committee considered at their June 10 meeting.

VI. MAYOR / COUNCIL COMMUNICATIONS

Vice Mayor Sharon Mahoney requested Council consider a potential land acquisition of property at MM 76. She noted there was a rezoning request for the property.

There was a consensus of the Council to direct staff to research the options.

VII. VILLAGE ATTORNEY / VILLAGE MANAGER COMMUNICATIONS

None

VIII. RESOLUTIONS

A. Resolution Approving the Ranking, Recommendation and Agreement for RFP 24-10 Comprehensive Plan Update **TAB 16 - CONTINUED FROM AUGUST 7**

Planning Director Jennifer DeBoisbriand noted that as the Council wanted to review the proposals, she was looking for direction as to how many firms to interview and to what scope the presentations should be.

It was decided to invite all five vendors to the September 12 Land Use meeting and to begin the meeting at 4:30 p.m.

Mayor Joseph B. Pinder III opened public comment.

Speakers included:
Van Cadenhead
Jerry O'Cathey

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

IX. ORDINANCES

- A. An Ordinance Amending SECTION 30-1542 Shoreline Setbacks - First Reading **TAB B** (Jennifer DeBoisbriand , Planning Director)**
AN ORDINANCE OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, AMENDING CHAPTER 30 "LAND DEVELOPMENT REGULATIONS", ARTICLE VII "ENVIRONMENTAL REGULATIONS", DIVISION 2 "DOCKS AND SHORELINE USES",

SECTION 30-1542 OF THE VILLAGE CODE; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE

Planning Director Jennifer DeBoisbriand noted that the Council asked for an ordinance amendment to address a recent case of a tiki hut on a dock that requested a variance.

Mayor Joseph B. Pinder III opened public comment.

Speakers included:
Don Horton

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

ACTION: Motion to Approve item IX.A. by Elizabeth Jolin second by Mark Gregg;
Motion Passed with a 5:0 vote
AYES: Mark Gregg, Elizabeth Jolin, Henry Rosenthal, Sharon Mahoney, Joseph B. Pinder III
NAYS: None
ABSTAIN: None

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

AN ORDINANCE OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, ESTABLISHING A TEMPORARY MORATORIUM, WITHIN THE VILLAGE, ON THE ACCEPTANCE OF NEW ADMINISTRATIVE RELIEF APPLICATIONS; PROVIDING FOR EXEMPTIONS; PROVIDING FOR PROCEDURES FOR VESTED RIGHTS AND JUDICIAL REVIEW; PROVIDING FOR A TERM; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR THE TRANSMITTAL OF THIS ORDINANCE TO THE STATE DEPARTMENT OF COMMERCE; AND PROVIDING FOR AN EFFECTIVE DATE UPON THE APPROVAL OF THIS ORDINANCE BY THE STATE DEPARTMENT OF COMMERCE.

Planning Director Jennifer DeBoisbriand noted this was the second reading to enact a moratorium on administrative relief applications. She stated that the Department of Commerce had 45 days to approve after we render it and then it would become active.

Mayor Joseph B. Pinder III opened public comment.

Speakers included:
Van Cadenhead
Joe Wischmeier

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

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

X. QUASI-JUDICIAL

Mayor Pinder called for a break at 6:50 p.m. and reconvened at 7:02 p.m.

Interim Village Attorney John Quick read the quasi-judicial statement and noted people wishing to speak would be sworn in by the Clerk. All documentation are entered into the record.

- A.** Variance-Side Yard Setback- 92 W Plaza Del Sol **TAB D** (Heidi Harum, Planner, Jennifer DeBoisbriand , Planning Director)
A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, CONSIDERING THE REQUEST OF DAVID L AND LAURIE V WEBB FOR A VARIANCE FROM THE PROVISIONS OF SECTION 30-684(E)(4)(B)(2) – SIDE YARD SETBACK, TO ALLOW FOR THE CONSTRUCTION OF A NEW CARGO LIFT WITHIN THE SIDE YARD SETBACK FOR PROPERTY LOCATED AT 92 W PLAZA DEL SOL ON LOWER MATECUMBE KEY, WITHIN THE R1M (RESIDENTIAL SINGLE FAMILY - MASONRY) ZONING DISTRICT, WITH REAL ESTATE NUMBER 00394488-010800, AS LEGALLY DESCRIBED HEREIN; AND PROVIDING AN EFFECTIVE DATE.

Council was asked to disclose any ex parte communications:

All Council Members indicated they had no ex parte communications on this item.

Planning Director Jennifer DeBoisbriand introduced the item. Gay Marie Smith stated she was representing the applicant and noted a medical need had arisen necessitating the request.

There was no public testimony in favor or opposition.

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

- B.** An Ordinance Amendment to the Future Land Use Map for Parcel 00404730-000000 - **First Reading TAB E** (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.

Interim Village Attorney John Quick noted Tabs E and F are related and requested that the Council consider them together.

Attorney Quick asked Council to disclose any ex parte communications:
Council Member Mark Gregg spoke to Don Horton and asked about the history of ownership and uses
Mayor Joseph B. Pinder III spoke to Don Horton
Council Member Elizabeth Jolin had a text exchange with Don Horton
Vice Mayor Sharon Mahoney and Council Member Henry Rosenthal had none.

Planning Director Jennifer DeBoisbriand introduced the item and summarized the applicant's request. The current use is vacant land and the owner has requested a change to the zoning and the future land use map.

Don Horton was representing the applicant and noted the LPA voted unanimously to recommend that Council approve the request.

There was no public testimony in favor or opposition.

After robust discussion, it was determined to defer the request for up to 180 days and to come back with site-specific zoning at the January Land Use Council Meeting or sooner.

ACTION: Motion to defer 180 days with a request to come back with site-specific zoning item X.B. by Elizabeth Jolin second by Henry Rosenthal;

Motion Passed with a 5:0 vote

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

NAYS: None

ABSTAIN: None

- C. An Ordinance Amendment to the Official Zoning Map for Parcel 00404730-000000 - **First Reading TAB F** (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.

The item was discussed, and the motion was made to defer the request for 180 days during the previous item.

- D.** An Ordinance Amendment to the Zoning Map for Parcel Numbers 00437590-000000, 00437610-000000 and 00437640-000000 - **First Reading TAB G** (Jennifer DeBoisbriand , Planning Director)

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

This item was removed from the agenda.

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

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

This item was removed from the agenda.

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

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, CONSIDERING THE REQUEST OF LAH ISLANDER LLC FOR A TRANSFER OF DEVELOPMENT RIGHTS OF FIVE OR MORE HOTEL/MOTEL UNITS FROM THE PROPERTY LOCATED AT 90611, 90655, 90691 AND 90701 OLD HIGHWAY IN TAVERNIER WITH REAL ESTATE

NUMBERS 00437590-000000, 00437610-000000, 00437630-000000 AND 00437640-000000 AS LEGALLY DESCRIBED HEREIN TO PROPERTY LOCATED AT 82100 AND 81998 OVERSEAS HIGHWAY AND 132 CARROLL STREET ON UPPER MATECUMBE KEY, WITH REAL ESTATE NUMBERS 00400810-000000 AND 00400450-000000 AS LEGALLY DESCRIBED HEREIN; PROVIDING FOR THE TRANSMITTAL OF THIS RESOLUTION TO THE FLORIDA DEPARTMENT OF COMMERCE; AND PROVIDING AN EFFECTIVE DATE.

This item was removed from the agenda.

XI. ADJOURNMENT

Council Member Henry Rosenthal made a motion to adjourn the meeting at 7:58 p.m.



Islamorada, Village of Islands **BUDGET WORKSHOP**

August 21, 2024 - 3:00 PM
Founders Park Community Center
87000 Overseas Highway
Islamorada, FL 33036

MINUTES

I. CALL TO ORDER / ROLL CALL

Mayor Joseph B. Pinder III called the meeting to order at 3:06 PM

PRESENT: Council Member Mark Gregg, Council Member Elizabeth Jolin,
Council Member Henry Rosenthal, Vice Mayor Sharon Mahoney,
Mayor Joseph B. Pinder III

ABSENT:

II. PLEDGE OF ALLEGIANCE

Assistant Fire Chief Jason Lyman led the Pledge of Allegiance and Mayor Pinder started the meeting with a prayer.

III. PUBLIC COMMENT

Mayor Joseph B. Pinder III opened public comment.

Speakers included:
Van Cadenhead
Sue Miller

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

IV. PRESENTATIONS BY DEPARTMENTS

Village Manager Rob Cole noted that Comcast has been having issues, but the meeting is streaming on YouTube, Zoom, and from the Village website.

Mr. Cole introduced the budget process and timeline, noting we are holding three budget workshops. The first budget hearing was to be held on September 5 with a final budget hearing occurring on September 17. He noted the department heads would be presenting their budgets and taking questions from the Council.

V. ITEMS FOR DISCUSSION

A. Introduction TAB 1 (Lisa Lynch, Finance Director)

Finance Director Lisa Lynch introduced the budget process and noted she and her team have been working diligently on the budget since her arrival in June.

Ms. Lynch explained the types of funds required to be used in governmental accounting. She noted that only 30.8% of tax dollars go to the Village. She covered the millage rate scenarios noting the maximum ceiling limit is 3.0 and the rollback rate scenario of 2.5297.

B. Overview of the Finance Department, Governmental Finance, Fund Reserves, and the Village's Purchasing Policies and Procedures TAB 2 (Lisa Lynch, Finance Director)

Finance Director Lisa Lynch summarized the role of her department and provided an overview of the fund reserves.

C. Status of Pooled Cash and Village Debt TAB 3 (Lisa Lynch, Finance Director)

Ms. Lynch summarized the bank and investment account balances, noting the FL Class investment has been generating a good interest rate. She outlined how the debt services fund works as a transfer fund when payments are due and noted we have an outstanding bond principal of over \$53 million.

D. Personnel TAB 4 (Jamie Terry, Human Resources Director)

- **Full-Time Equivalents**
- **Staff Compensation**
- **Self-funded Health Insurance Program**
- **COLA and Pay Increases**

Human Resources Director Jamie Terry provided an overview of the cost of living adjustment, noting a projected COLA of 3.6% average over the 34 municipalities she compared with. She noted the communities she surveyed include Keys communities, except for Marathon, and surrounding counties and cities in southern Florida, which is where our likely hires will come from.

Council Member Henry Rosenthal asked about the merit system. Ms. Terry noted we don't have merit increases due to the lack of performance reviews, as the program was discontinued in 2018. Village Manager Rob Cole indicated it was common for governmental agencies to have a performance review system and they would be looking at it.

Ms. Terry noted staff was recommending a 5% increase. She stated that Marathon was preparing their budget and was reticent to give budget numbers. Council Member Mark Gregg noted that compensation should be enough to allow staff to live nearby. Council Member Elizabeth Jolin asked for a turnover study.

She noted we were in collecting bargaining with the Fire Department and, since we don't have them yet, those figures have not been included in the proposed budget.

E. FY 2024-2025 General Fund Projections TAB 5 (Lisa Lynch, Finance Director)

Overview of projected expenditures by department in the General Fund.

Council Member Mark Gregg indicated he did not like the nomenclature of the landscape mitigation fund. Village Manager Rob Cole noted staff was working to come up with a different name that better suits its use as habitat restoration.

F. FY 2024-2025 General Fund Preliminary Budget Summaries TAB 6
(Lisa Lynch, Finance Director)

Summary of proposed budgeted expenditures by department

Finance Director Lisa Lynch noted that Council should bear in mind each tenth of a millage point equals around \$630,000. The current millage rate was 2.7992.

G. General Fund Revenues TAB 7 (Lisa Lynch, Finance Director)

Overview of revenue sources including ad valorem taxes, charges for services, and other revenue sources. It was noted that it was unwise to bank on fines and forfeitures as they are not a stable source of income.

H. General Government TAB 8 (Robert Cole, Village Manager, John Quick, Interim Village Attorney, Marne McGrath, Village Clerk, Lisa Lynch, Finance Director, Ramon Navarro, Network Engineer, Vince Tarves, Systems Engineer)

- **Village Council Department**
- **Village Attorney Department**
- **Village Manager Department**
- **Village Clerk Department**
- **Finance and Administration Department**
- **IT and Communications Department**

Department heads presented their departmental budget requests.

Mayor Pinder waived the rule for no public comment during discussion items.

Mayor Joseph B. Pinder III opened public comment.

Speakers included:
Van Cadenhead

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

Council budget: Finance Director Lynch provided an overview and Village Manager Rob Cole noted that there were savings due to taking our social media and communication services in-house.

Council Member Elizabeth Jolin asked about the possibility of revisiting holiday lights. It was noted that this was the last year of the contract, and it would be prudent to look at it next year.

Legal/Village Attorney: Interim Village Attorney John Quick provided an overview of the legal budget. Discussion ensued on the possibility of exploring alternate options for legal services.

Village Manager: Village Manager Rob Cole noted the department is fully staffed and was working on several initiatives. Environmental Resources Manager Pete Frezza summarized upcoming projects.

Village Clerk: Village Clerk Marne McGrath summarized the department's services and software costs.

Finance & Administration: Finance Director Lisa Lynch noted the only increases in her budget were for travel and per diem. Ms. Lynch stated that she is GFOA certified and has continuing education requirements and her staff were open to educational opportunities.

IT: Network Engineer Ramon Navarro and Systems Engineer Vince Tarves summarized software and hardware needs to protect us from cyberattacks and noted the need for data security was crucial for governmental agencies.

I. Development Services TAB 9 (Jennifer DeBoisbriand , Planning Director, Sheila Denoncourt, Chief Building Official)

- **Planning and Development Services Department**
- **Code Compliance Department**
- **Affordable Housing Fund**
- **Impact Fee Fund**
- **Building Services Fund**

Mayor Joseph B. Pinder III opened public comment.

Speakers included:
Van Cadenhead

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

Planning Director Jennifer DeBoisbriand noted she was requesting a couple of increases including the Comp Plan update and that the training and travel budget was increasing.

For Code Compliance, she indicated an increase for training and travel for new staff members, but overall the budget was less than last year.

Building Department: Building Official Sheila Denoncourt noted the department was fully funded through permit fees, which have not been adjusted since 2015. She was asking that one replacement vehicle be carried over from FY 23-24.

J. Public Safety and Emergency Management TAB 10 (Lisette Quintero, Captian MCSO, Terry Abel, Fire Chief)

- **Local Law Enforcement (MCSO) Department**
- **Fire Rescue Department**

MCSO Captain Lissette Quintero presented the Sheriff's department budget.

Fire Chief Terry Abel presented the Fire Rescue budget which included adding a training position, asking for a new engine as it takes three or four years to take delivery, and noted the SAFER grant was ending so those positions need to be funded.

Assistant Fire Chief Jason Lyman presented the ISO, Insurance Services Organization, which sets insurance rates for departments. He noted there were stringent requirements and this was his third inspection by ISO. Mr. Lyman noted a rating of 2 which puts us in the top 6.81% in the country.

K. Culture and Recreation TAB 11 (Maria Baggiotti, Founders Park Director, Lisa Watts, Dockmaster)

- **Parks and Recreation Department**
- **Marina Enterprise Fund**

Founders Park Director Maria Baggiotti presented the Parks and Recreation budget, noting the department is requesting an additional full-time facility & recreation attendant, an increase in the professional services account for consulting, and an increase in the special event account.

Plantation Yacht Harbor Dockmaster Lisa Watts indicated she needs an additional Assistant Dockmaster due to increased activity at the marina and that costs for the position would not come from the general fund.

L. Public Works TAB 12 (A.J. Engelmeyer, Public Works Director)

- **Public Works Department - Roadway Maintenance and Fills**
- **Solid Waste Fund**
- **Stormwater Enterprise Fund**
- **Transportation Fund**
- **Wastewater Enterprise Fund**

Public Works Director AJ Engelmeyer provided an overview of the department's funding sources and proposed capital projects.

Summarized the revenues and expenditures of the Wastewater Utility Fund, Storm Water Utility Fund, Transportation Fund, and Solid Waste Fund

He indicated the department was looking for a minimum of 1.5 acres to house the department's office and equipment storage, preferably on Plantation Key due to the population density.

Mayor Joseph B. Pinder III opened public comment.

Speakers included:
Van Cadenhead

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

Interim Village Attorney John Quick noted the purpose of the workshop was for the Council to learn. These were different than action meetings and public comment opportunities would arise during budget hearings.

M. Capital Project Fund TAB 13 (Lisa Lynch, Finance Director)

Finance Director Lisa Lynch suggested discussing a loan to repair the pool and reported on other planned capital projects.

VI. COUNCIL DISCUSSION

This item was to be discussed at the second budget workshop being held the following evening.

VII. ADJOURNMENT

Council Member Mark Gregg moved to adjourn the meeting at 7:42 p.m.



Islamorada, Village of Islands **BUDGET WORKSHOP**

August 22, 2024 - 3:00 PM
Founders Park Community Center
87000 Overseas Highway
Islamorada, FL 33036

MINUTES

I. CALL TO ORDER / ROLL CALL

Mayor Joseph B. Pinder III called the meeting to order at 3:14pm

PRESENT: Council Member Mark Gregg, Council Member Elizabeth Jolin,
Council Member Henry Rosenthal, Vice Mayor Sharon Mahoney,
Mayor Joseph B. Pinder III

ABSENT:

II. PLEDGE OF ALLEGIANCE

Fire Chief Terry Abel led the Pledge of Allegiance and Mayor Pinder said a prayer to begin the meeting.

III. PUBLIC COMMENT

Mayor Joseph B. Pinder III opened public comment.

Speakers included:

Don Horton
Van Cadenhead
Joe Wischmeier
Sue Miller
Joan Scholz

Council Member Henry Rosenthal stated his belief that there should be more opportunities for public comment. He suggested future mayors should be part of creating the agenda.

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

IV. ITEMS FOR DISCUSSION

- A.** Village Manager review of Budget Workshop 1
Village Manager Rob Cole summarized the previous day's workshop and budget presentation by the departments.
- B.** Council Q & A on Departmental Presentations

Council Member Mark Gregg asked if we wanted to approve everything that was proposed what would the millage rate need to be to do that. Village Manager Rob Cole responded that 3 mills would fund everything and they were trying not to allocate fund balance to defray recurring expenses.

The Council noted their interest in creating a Land Acquisition Fund. Village Manager Rob Cole noted staff would show various options for funding and what wouldn't be funded.

Discussion ensued on budget best practices, the impacts of various millage scenarios, and the financial implications of hurricane recovery.

Village Manager Cole noted the COLA was assumed to be a 5% increase across the board. He noted that staff would work towards a performance-based review and merit increase system. It was noted that there was a stipulation in the Firefighter contract that they get the same increase as rest of staff.

C. Millage Rate Discussion with Alternate Scenarios

Discussion ensued about how various millage rates would affect the proposed budget. It was noted that the impact to the community should be considered when setting the millage rate.

It was further noted that the proposed budget did not include anything for the collective bargaining agreement with the Firefighters. The budget impact won't be known until the Village and Union complete their negotiations.

Ultimately, a majority of the Council decided on a millage rate of 2.650.

Mayor Joseph B. Pinder III opened public comment.

Speakers included:

Joe Wischmeier

Van Cadenhead

Deb Gillis

Don Horton

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

V. FURTHER QUESTIONS OF COUNCIL

There was no further discussion.

VI. NEXT STEPS

Village Manager Rob Cole noted staff would amend the budget based on the preferred millage rate for the September 5 Budget Hearing.

Council Member Henry Rosenthal moved to adjourn the meeting at 6:07 p.m.



Islamorada, Village of Islands

BUDGET WORKSHOP

August 23, 2024 - 3:00 PM
Founders Park Community Center
87000 Overseas Highway
Islamorada, FL 33036

MINUTES

I. CALL TO ORDER / ROLL CALL

Mayor Joseph B. Pinder III called the meeting to order at 3:08 pm

PRESENT: Council Member Mark Gregg, Council Member Elizabeth Jolin,
Council Member Henry Rosenthal, Vice Mayor Sharon Mahoney,
Mayor Joseph B. Pinder III

ABSENT:

II. PLEDGE OF ALLEGIANCE

Coach Rich Russell led the Pledge of Allegiance and Mayor Pinder began the meeting with a prayer.

III. PUBLIC COMMENT

Mayor Joseph B. Pinder III opened public comment.

Speakers included:
Van Cadenhead
Jason Lyman
Joe Wischmeier

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

IV. CHARITABLE CONTRIBUTION APPLICATION PRESENTATIONS

Village Manager Rob Cole introduced the procedure noting that speakers from the organizations will have between 5 - 10 minutes to present. He noted that scoring sheets will be due for the budget hearings.

A. I.CARE Corporation

The presentation was made by Vice President Kylie Smith.

B. The Community Ministry, First Baptist Islamorada

The presentation was made by volunteer Sue Miller.

C. FIRMKeys, Inc.

The presentation was made by President Mel Montagne.

D. Florida Keys Area Health Education Center, Inc.

The presentation was made by CEO Michael Cunningham.

- E.** Florida Keys Children's Shelter
The presentation was made by CEO Ben Kemmer.
Council Member Henry Rosenthal asked to add \$5,000 more to their request.
- F.** Florida Keys Healthy Start Coalition
The presentation was made by Jay Goode.
- G.** Florida Keys History and Discovery Foundation
The presentation was made by Programs and Marketing Director Kayla Dougherty and Chair of the Board Rich Russell.
- H.** Good Health Clinic
The presentation as made by Executive Director Kate Manick.
- I.** History of Diving Museum
The presentation was made by Executive Director Lisa Mangeillia.
- J.** Surfrider Foundation
The presentation was made by Vice Chair Katie Clees.
- K.** United Way Collier and the Keys
The presentation was made by Keys Area President Leah Stockton.
- L.** Upper Keys Baseball Development Foundation
The presentation was made by Director Joe Molinaro.
Council Member Henry Rosenthal asked to make their request \$10,000.
- M.** Upper Keys Youth Lacrosse League
The presentation was made by Director of the Board Dominique Hickory.
Council Member Henry Rosenthal asked to add another \$2,000 for the coaches.

V. CONTINUATION OF WORKSHOP 2 (IF NEEDED)

Village Manager Rob Cole noted this item was for Council to ask any additional questions on the budget workshop.

Council Member Elizabeth Jolin referred to inconsistencies in funding in past budgeting processes and asked the Village Manager for a report on what happened. The other members of the Council were not in agreement and felt that the situation had been handled.

VI. COUNCIL DISCUSSION

Village Manager Rob Cole noted he would take the feedback on Council's direction to tailor the budget. He indicated the next session would be held on Septmeber 5.

Council Member Elizabeth Jolin left the meeting at 5:29 p.m.

Discussion ensued whether it would be prudent to put legal services out to bid.

Council Member Mark Gregg left the meeting at 5:43 p.m.

Interim Village Attorney John Quick asked that if Council wanted to pursue an RFP to make it soon as a professional courtesy.

Village Manager Rob Cole noted he would have staff prepare an RFP and bring it for Council consideration.

VII. ADJOURNMENT

Council Member Henry Rosenthal moved to adjourn the meeting at 5:46 p.m.



Council Communication

To: Mayor and Village Council
From: Peter Frezza, Environmental Resources Manager
Date: September 10, 2024
SUBJECT: **Resolution Approving Work Authorization No. 17 with WSP USA Environment & Infrastructure, Inc. for Construction Engineering Inspection and Administration Services TAB 5**

Background:

This canal organic removal and backfilling project continues the Islamorada, Village of Islands (the "Village"), restoration project(s) for water quality improvement within canals and near shore waters. Monitoring of canal restoration projects has shown that backfilling has resulted in an immediate change in the canal's water quality by significantly improving the water column's dissolved oxygen content. The studies also concluded that water quality in deep residential canals cannot be improved without reducing canal depth.

In July 2024, WSP USA Environment & Infrastructure, Inc. ("WSP") assisted the Village in completing the design, permitting and bid support for the Canal #147 Backfilling Restoration Project under Work Authorization #12. One proposal was provided for the restoration project construction through a competitive bid process and Adventure Environmental Inc. was awarded the contract to complete the construction project. Construction engineering inspections and administration services are needed to assist the Village with completion of this project.

Analysis:

Pursuant to RFQ# 20-03, on August 14, 2020, the Village entered into a current Continuing Services Agreement ("CSA") with WSP for professional engineering and architectural support services. Exhibit "A" to the attached Resolution is proposed Work Authorization No. 17 between the Village and WSP for Professional Environmental and Engineering Services at a cost not to exceed \$99,990.00. Work Authorization No. 17 would become effective upon full execution and run through December 31, 2025. Under Work Authorization No. 17, as outlined in the Scope of Services within Exhibit "1", WSP will provide construction engineering inspections and administration services for the Canal 147 backfill project (the "Services"). If Work Authorization No. 17 is approved, the Services are anticipated to begin in October 2024 and are expected to take approximately four months to complete.

Budget Impact:

The proposed Fiscal Year 2024-2025 Capital Project Fund Budget includes \$2,100,000 for the Canal #147 backfilling project. The Village has accepted a grant award from the Florida Department of Environmental Protection in the amount of \$2,485,137.62 through the Florida Keys Stewardship Act to fund this project and related project management services.

Staff Impact:

The Village's Environmental Resources Manager would work with WSP staff and field technicians to oversee the canal restoration-related project and manage the agreement with WSP. The Village's Finance department would track the expenditures.

Recommendation:

Staff recommends that the Village Council pass and adopt the proposed resolution, thereby approving Work Authorization No. 17 with WSP.

- Attachments:**
1. Resolution C147 CEI&A WA#17 WSP
 2. Exhibit A_WA#17_WSP-C147 CEI&A _080724
 3. Exhibit 1 - WSP Proposal Canal #147 - 2024-06-21

RESOLUTION NO. 24-

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING WORK AUTHORIZATION NO. 17 WITH WSP USA ENVIRONMENT & INFRASTRUCTURE INC. FOR CANAL 147 RESTORATION PROJECT CONSTRUCTION ENGINEERING INSPECTIONS AND ADMINISTRATION SERVICES; AUTHORIZING VILLAGE OFFICIALS TO IMPLEMENT THE TERMS AND CONDITIONS OF THE PROJECT AGREEMENT; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE WORK AUTHORIZATION NO 17; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, as part of ongoing efforts to improve water quality within its canals and nearshore waters, Islamorada, Village of Islands (the "Village") will be conducting a canal organic removal and backfill restoration project within Canal 147, Lower Matecumbe Key (the "Project"); and

WHEREAS, the Village is in need of an independent contractor to provide the necessary construction engineering inspections and administration services to oversee and complete this project; and

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

WHEREAS, WSP is willing to perform the services as outlined in the Scope of Services within Exhibit "1," in an amount not to exceed Ninety-nine Thousand Nine Hundred Ninety Dollars (\$99,990.00); and

WHEREAS, the Village Council of Islamorada, Village of Islands (the "Village Council"), has determined that approval of the Work Authorization No. 17 with WSP is in the best interest of the Village and its residents.

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

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

Section 2. Approval of Work Authorization. The Village Council hereby approves Work Authorization No. 17 with WSP, attached as Exhibit "A," for completion of the Services.

Section 3. Authorization of Village Officials. The Village Manager and/or designee and the Village Attorney are authorized to take all actions necessary to implement the terms and conditions of Work Authorization No. 17.

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

Section 5. Effective Date. This Resolution shall take effect immediately upon adoption.
Motion to adopt by _____, seconded by _____.

FINAL VOTE AT ADOPTION

VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS

Mayor Joseph B. Pinder III	___
Vice Mayor Sharon Mahoney	___
Councilman Mark Gregg	___
Councilwoman Elizabeth Jolin	___
Councilman Henry Rosenthal	___

PASSED AND ADOPTED THIS ____ DAY OF _____, 2024.

JOSEPH B. PINDER III, MAYOR

ATTEST:

MARNE MCGRATH, VILLAGE CLERK

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

JOHN J. QUICK, VILLAGE ATTORNEY

PROJECT AGREEMENT

Between

ISLAMORADA, VILLAGE OF ISLANDS

And

WSP USA ENVIRONMENT & INFRASTRUCTURE, INC.

For

Work Authorization No. 17

Engineering, Environmental, and Support Services

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

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

WHEREAS, the VILLAGE and CONSULTANT desire to enter into this Work Authorization for the CONSULTANT to provide construction engineering inspections and administration services for the Canal #147 Lower Matecumbe Key Dredging & Backfilling Restoration Project, as more further described in Exhibit "1" attached hereto (the "Project"), in accordance with the terms and conditions of this Work Authorization.

The VILLAGE and CONSULTANT agree as follows:

SECTION 1. SCOPE OF SERVICES

1.1 The CONSULTANT shall provide engineering and environmental services to the VILLAGE for the Project as described in the "Project Description" attached as Exhibit "1" to complete the Construction Engineering Inspections and Administration Services for the Canal #147 Dredging & Backfilling Restoration Project.

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

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

SECTION 2. DELIVERABLES

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

- *Weekly progress reports;*
- *Meeting minutes;*
- *Field Notes;*
- *Construction Engineering and Inspection report to document the completion of the project in accordance with the plans, specifications, and permits.*

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

SECTION 3. TERM/TIME OF PERFORMANCE/DAMAGES

3.1 Term. This Project Agreement shall commence on the date this Agreement is fully executed by all parties and shall continue in full force and effect through, **December 31, 2025**, unless otherwise terminated pursuant to Section 6 or other applicable provisions of this Project Agreement. The Village Manager may extend the term of this Agreement through written notification to the CONSULTANT. Such extension shall not exceed (30) days. No further extensions of this Agreement shall be effective unless authorized by the Village Council.

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

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

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

SECTION 4. AMOUNT, BASIS AND METHOD OF COMPENSATION

4.1 Lump Sum Compensation. VILLAGE agrees to pay CONSULTANT an amount not to exceed Ninety Nine Thousand Nine Hundred Ninety Dollars **(\$99,990.00)** as compensation for performance of all services related to the Project. It is understood that the method of compensation is that of lump sum which means that CONSULTANT shall perform all services set forth for total compensation in the amount stated above. Said lump sum includes but is not limited to, compensation for all fees, expenses, and out-of-pocket costs of the CONSULTANT.

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

SECTION 5. BILLING AND PAYMENTS TO THE CONSULTANT

5.1 Invoices.

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

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

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

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

SECTION 6. TERMINATION/SUSPENSION

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

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

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

6.4 Suspension for Convenience. The VILLAGE shall have the right at any time to direct the CONSULTANT to suspend its performance, or any designated part thereof, for any reason whatsoever, or without reason, for a cumulative period of up to five (5) calendar days. If any such suspension is directed by the VILLAGE, the CONSULTANT shall immediately comply with same. In

the event the VILLAGE directs a suspension of performance as provided herein, through no fault of the CONSULTANT, the VILLAGE shall pay the CONSULTANT as full compensation for such suspension the CONSULTANT'S reasonable costs, actually incurred and paid, of demobilization and remobilization.

SECTION 7. PERSONNEL ASSIGNED TO PROJECT

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

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

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

SECTION 8. INCORPORATION OF CONTINUING CONTRACT

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

SECTION 9. SEVERABILITY

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

SECTION 10. MISCELLANEOUS

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

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

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

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

10.3 E-Verify. CONTRACTOR shall comply with Section 448.095, Fla. Stat., "Employment Eligibility," including the registration and use of the E-Verify system to verify the work authorization status of employees. Failure to comply with Section 448.095, Fla. Stat. shall result in termination of this Contract. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this Project Agreement is terminated for a violation of the statute by CONTRACTOR,

CONTRACTOR may not be awarded a public contract for a period of 1 year after the date of termination.

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

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

[Remainder of this page intentionally left blank]

Affidavit Attesting to Noncoercive Conduct for Labor or Services

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

Vendor FEIN: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone number: _____ Email Address: _____

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

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

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

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

Written Declaration

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

By: _____

Authorized Signature

Print Name and Title: _____

Date: _____

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

VILLAGE

ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA

By: _____
Robert Cole, Village Manager

The ____ day of _____, 20__.

AUTHENTICATION:

Marne McGrath, Village Clerk

(SEAL)

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

John J. Quick, Village Attorney

CONSULTANT

WSP USA ENVIRONMENT & INFRASTRUCTURE,
INC.

By:_____

Print Name:_____

Title:_____

The ____ day of _____, 20__.

AUTHENTICATE:

Secretary

Print Name

WITNESSES:

Print Name:_____

Print Name:_____



June 21, 2024

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

wsp.com

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

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

Re: Proposal for Construction Engineering Inspections and Administration Services
Canal #147 Lower Matecumbe Key Dredging & Backfilling Restoration Project
WSP Opportunity No. 2024US265759

Dear Mr. Frezza:

WSP USA Environment & Infrastructure, Inc. (WSP) is pleased to provide this proposal for construction engineering inspection and administration services related to the Canal #147 Lower Matecumbe Key Dredging & Backfilling Restoration Project.

Background and Need Section

WSP completed the design, permitting, and procurement for the Canal #147 Dredging & Backfilling Restoration Project under work authorization #13.

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

Scope of Services

Task 1 : Construction Inspections and Administration

WSP will provide construction engineering and environmental site inspections and construction administration services for the Canal #147 Dredging & Backfilling Restoration Project. Below are the services to be provided:

- a) Site Inspections: WSP will provide up to ten hours of daily site inspections for the 90-day construction schedule Monday through Friday during field construction activities and prepare daily work reports showing contractors' activities, equipment, maintenance of traffic, and environmental compliance.
- b) Construction Administration: WSP will provide consultation and advice to the Village regarding the Contractor's performance of the Contract. WSP will liaise with the Village, homeowners, and other stakeholders as necessary to administer the construction contract.

Deliverable: Construction Engineering and Inspection report (Electronic in PDF format) to document the completion of the project in accordance with the plans, specifications, and permits.

Schedule

We will begin work on this project at the start of the Notice to Proceed provided to the Contractor.

Proposed Fee

Fees for the services described above will be charged on a Lump Sum basis. The proposed fee includes the labor and expenses that can reasonably be anticipated to complete the scope of services as proposed and includes travel costs and expendable supplies. The total proposed fee is \$99,990.00.

The terms and conditions of the Non-Exclusive Continuing Services Agreement between Islamorada, Village of Islands, and WSP USA Environment & Infrastructure Inc. (WSP), dated September 14, 2018, are incorporated by reference.

Closing

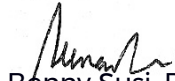
We appreciate this opportunity to offer our professional services to you and the Village on this project. We look forward to working with you and are committed to providing the services you require for the successful completion of this important project within the time frame required. If you have any questions or comments regarding this proposal, please let us know.

Sincerely,

WSP USA Environment & Infrastructure Inc.



Greg Corning
Assistant Vice President, Civil Engineer
FL Civil Design Team Lead
1 (314) 920-8359
Greg.Corning@wsp.com



Benny Susi, P.E.
Senior Vice President, Practice Leader
WSP E&E, FL District
1 (352) 336-5600
Benny.Susi@wsp.com

GC/sg



Council Communication

To: Mayor and Village Council
From: Mary Swaney, Procurements & Grants Administrator, Lisa Lynch, Finance Director
Date: September 10, 2024
SUBJECT: **Resolution Approving FY 2024-2025 Expenditures through an Agreement with Ben Few & Company, LLC, to Provide Insurance and Risk Management Services TAB 6**

Background:

On May 11, 2018, Islamorada, Village of Islands (the "Village") issued a Request for Proposals ("RFP") for insurance and risk management services, (RFP-18-18). The five (5) proposals received in response to RFP 18-18 were reviewed and evaluated by an appointed committee of Village staff members. On July 19, 2018, the Village Council adopted Resolution No. 18-07-58, thereby approving the recommendation of the RFP 18-08 evaluation committee and the selection of Ben Few & Company, LLC ("Ben Few") to provide the insurance and risk management services as set forth in RFP 18-18 (the "Services") and authorizing the Village Manager and Village Attorney to negotiate an agreement with Ben Few for the Services.

On August 9, 2018, the Village Council adopted Resolution No. 18-08-67 approving the Agreement with Ben Few to provide the "Services" at a cost not to exceed Thirty Six Thousand Dollars (\$36,000.00). The Agreement became effective August 16, 2018, for a term to continue until terminated by either party.

In order to provide for standard terms that are in our agreements required by Florida Statutes, a First Amendment to the Agreement with Ben Few was adopted through Resolution No. 23-11-123 on November 7, 2023.

Analysis:

Ben Few has reliably and professionally provided the Services through the Agreement. The firm responds promptly to requests for review of documents and provides guidance on insurance and risk management matters. The attached Resolution would approve FY 2024-2025 expenditures from Ben Few at a cost not to exceed \$36,000.00 through the existing Agreement as amended in 2023. Since inception, there has been no increase in the annual fee.

Budget Impact:

Payments to Ben Few are reflected in the Professional Services account in the Finance and Administration Department Operating Budget in the General Fund. The FY 2024-2025 proposed budget for Finance and Administration Professional Services includes \$36,000.00 for the services of Ben Few.

Staff Impact:

Village staff would continue to utilize the services of Ben Few.

Recommendation:

Staff recommends that the Village Council adopt the attached Resolution, thereby approving FY 2024-2025 expenditures for insurance and risk management services from Ben Few & Company, LLC.

Attachments: 1. Resolution authorizing Ben Few 2024-2025 Expenditures

RESOLUTION NO. 24-

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING FISCAL YEAR 2024-2025 EXPENDITURES THROUGH AN AGREEMENT BETWEEN BEN FEW & COMPANY, LLC, AND ISLAMORADA, VILLAGE OF ISLANDS, TO PROVIDE INSURANCE AND RISK MANAGEMENT SERVICES; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, Islamorada, Village of Islands (the "Village") completed a competitive procurement process through Request for Proposals 18-18 for insurance and risk management services (the "Services"); and

WHEREAS, following the competitive procurement process, the Village Council adopted Resolution No. 18-08-67 approving an Agreement with Ben Few to provide insurance and risk management services (the "Services") at a cost not to exceed Thirty Six Thousand Dollars (\$36,000.00) effective August 16, 2018, (the "Agreement") for a term to continue until terminated by either party; and

WHEREAS, the Village Council subsequently adopted Resolution No. 23-11-123 approving a First Amendment to the Agreement (the "First Amendment") to incorporate certain updated and new provisions to the Agreement through; and

WHEREAS, the Village desires to continue the Services through the Agreement as amended by the First Amendment during FY 2024-2025 for an amount not to exceed Thirty Six Thousand Dollars (\$36,000.00); and

WHEREAS, the Village Council finds that approval of FY 2024-2025 expenditures for Ben Few to provide the Services 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 3. Approval of Fiscal Year Expenditures. The Village Council hereby approves FY 2024-2025 expenditures from Ben Few to provide insurance and risk management services at an amount not to exceed Thirty Six Thousand Dollars (\$36,000.00).

Section 4. Authorization of Fund Expenditure. Notwithstanding the limitations imposed upon the Village Manager pursuant to the Village's Purchasing Procedures Ordinance, the Village Manager is authorized to expend budgeted funds for the Services.

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

Motion to adopt by _____, second by _____.

FINAL VOTE AT ADOPTION

VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS

Mayor Joseph B. Pinder III _____

Vice Mayor Sharon Mahoney _____

Councilwoman Elizabeth Jolin _____

Councilman Mark Gregg _____

Councilman Henry Rosenthal _____

PASSED AND ADOPTED THIS ____ DAY OF _____, 2024.

JOSEPH B. PINDER, III, MAYOR

ATTEST:

MARNE MCGRATH, VILLAGE CLERK

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

JOHN J. QUICK, INTERIM VILLAGE ATTORNEY



Council Communication

To: Mayor and Village Council
From: Maria Bagiotti, Founders Park Director
Date: September 10, 2024
SUBJECT: **Resolution Approving FY 2024-2025 Purchases from Commercial Energy Specialists for Aquatic Facility Supplies and Services TAB 7**

Background:

Islamorada, Village of Islands, Florida (the "Village") operates and maintains an Olympic-sized competitive swimming pool with a diving well (the "Pool") and a Splash Pad at the Ron Levy Aquatic Center in Founders Park. The water chemistry of a public pool and pool facility must be maintained to the Florida Department of Health standards.

The Pulsar equipment installed in the Pool requires specific chemicals and supplies for proper care and maintenance. Commercial Energy Specialists, LLC ("CES") is the sole source provider/distributor in the State of Florida for Pulsar equipment, parts and supplies and service (the "Purchases") and also provides training on the use of the equipment, parts and supplies. A letter from Solenis, the manufacturer of Pulsar equipment, documenting the status of CES as the sole source provider in the State of Florida is provided as Exhibit "1" to the proposed resolution.

Analysis:

The anticipated amount of the Purchases that will be required from CES during Fiscal Year 2024-2025 is \$60,000.00. Adoption of the proposed resolution would approve the Purchases in an amount not to exceed \$60,000.00 and approve a waiver of competitive bidding for the Purchases.

Budget Impact:

Payments to CES are reflected in the Operating Supplies account in the Parks & Recreation Operating Budget in the General Fund. The FY 2024-2025 proposed budget for Parks & Recreation Operating Supplies is \$200,000.00 and includes \$60,000.00 for the purchase of supplies from CES.

Staff Impact:

Parks and Recreation staff and Finance Department staff would monitor costs incurred against the total approved budget.

Recommendation:

Staff recommends that the Village Council adopt the proposed resolution thereby approving Fiscal Year 2024-2025 expenditures for Purchases from CES and approving a waiver of competitive bidding.

- Attachments:**
1. RESO_CES_FY24-25_Purchases-final
 2. Exhibit 1 to Reso Pulsar sole source CES 2_16_24 signed

RESOLUTION NO. 24-

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING FISCAL YEAR 2024-2025 EXPENDITURES FROM COMMERCIAL ENERGY SPECIALISTS, LLC. TO PROVIDE AQUATIC FACILITY SUPPLIES AND SERVICES TO THE PARKS AND RECREATION DEPARTMENT; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING A WAIVER OF COMPETITIVE BIDDING; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, Islamorada, Village of Islands, Florida (the "Village") operates and maintains an Olympic size competitive swimming pool with a diving well (the "Pool") and a Splash Pad at the Ron Levy Aquatic Center in Founders Park; and

WHEREAS, the water chemistry of a public pool and pool facility must be maintained to the Florida Department of Health standards; and

WHEREAS, the Pulsar equipment installed in the Pool requires specific chemicals and supplies for proper care and maintenance; and

WHEREAS, Commercial Energy Specialists, LLC. ("CES") is the sole source provider/distributor in the State of Florida for Pulsar equipment, parts and supplies and service (the "Purchases") and also provides training on the use of the equipment, parts and supplies, evidence of the sole source status is attached hereto as Exhibit "1"; and

WHEREAS, pursuant to Section 2-328(1) of the Village's Code of Ordinances concerning waiver of competitive bidding, the requirements of Section 2-327 relating to competitive bidding may be waived by the Village Council upon a documented finding that the purchase of the particular goods or services without competitive bidding is in the best interest of the Village; and

WHEREAS, the Village Council finds that approval of Fiscal Year 2024-2025 not to exceed amount of \$60,000.00 for such purchases from CES and a waiver of competitive bidding is in the best interest of the Village.

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

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

Section 2. Approval of Fiscal Year Expenditures. The Village Council hereby approves an amount not to exceed Sixty Thousand Dollars (\$60,000.00) during Fiscal Year 2024-2025 for Purchases from the CES.

Section 3. Authorization of Fund Expenditure. Notwithstanding the limitations imposed upon the Village Manager pursuant to the Village's Purchasing Procedures Ordinance, the Village Manager is authorized to expend budgeted funds for the Purchases from CES in an amount not to exceed \$60,000.00 during Fiscal Year 2024-2025.

Section 4. Approval of Waiver of Competitive Bidding. In accordance with Section 2-238(a) and (c) of the Village Code, the Village Council waives the purchasing provisions of the Village Code for the Purchases from CES without conducting a competitive bid process.

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

Motion to adopt by _____, second by _____.

**FINAL VOTE AT ADOPTION
VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS**

Mayor Joseph B. Pinder III _____
Vice Mayor Sharon Mahoney _____
Councilwoman Elizabeth Jolin _____
Councilman Mark Gregg _____
Councilman Henry Rosenthal _____

PASSED AND ADOPTED THIS ____ DAY OF _____, 2024.

JOSEPH B. PINDER, III, MAYOR

ATTEST:

MARNE MCGRATH, VILLAGE CLERK

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

JOHN J. QUICK, INTERIM VILLAGE ATTORNEY



solenis.com

February 16, 2024

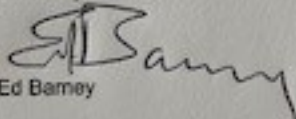
Re: Purchase of Pulsar Chlorinating Systems and Pulsar Briquettes and Services

To whom it may concern,

This is to verify that Innovative Water Care, dba Solenis LLC, is the sole source/manufacture of Pulsar equipment, parts, supplies, service, including Pulsar Briquettes, Pulsar Chlorinating Feed Systems, Pulsar Sunscreen. Commercial Energy Specialists, Inc. is the sole source provider/distributor of Pulsar equipment, parts supplies, chemicals and service in the state of Florida.

If you have any further questions regarding this matter please feel free to contact me.

Sincerely,



Ed Barney

Eastern NA Commercial Sales Manager

Solenis LLC

ebarney@solenis.com

860-559-4599

Solenis LLC
1400 Bluegrass Lakes Parkway • Alpharetta, GA 30004



Council Communication

To: Mayor and Village Council
From: Ron Saunders, Village Manager
Date: September 10, 2024
SUBJECT: **Resolution Approving Letter of Engagement with Michael J. Pawelczyk to Provide Code Compliance Hearing Officer Services TAB 8**

Background:

Pursuant to the Code of Ordinances (the "Code") of Islamorada, Village of Islands ("Village"), code violations must be heard before a Code Compliance Hearing Officer. Section 2-112 of the Village Code sets forth the required qualifications for Code Compliance Hearing Officers, as well as their appointment, removal, and compensation. The Code Compliance Hearing Officer must be a member in good standing of the Florida Bar, have a minimum of five (5) years of experience in the practice of the area of law involving local and government matters, possess an outstanding reputation for civic pride, interest, integrity, responsibility and business or professional ability.

Section 2-112 of the Village Code further provides that appointments of the Code Compliance Hearing Officer shall be made for a term of one (1) year, and Code compliance hearing officers may be reappointed at the discretion of the manager subject to ratification by the Village Council. In the past, the Village Council gave specific direction to retain an attorney for this position from outside of Monroe County in order to avoid any potential or perceived conflicts.

Analysis:

Michael J. Pawelczyk of the Billing, Cochran, Lyles, Mauro & Ramsey, P. A. law firm in Fort Lauderdale, Florida, has served as the Village Code Compliance Hearing Officer since September 2005. Mr. Pawelczyk is the sole attorney from the Billing, Cochran, et. al., firm assigned to the Village and makes himself available for Code Compliance hearing matters as needed by the Village. He attends and conducts the Village's monthly code compliance hearings and issues orders in a timely manner. His overall services are considered exemplary. The comprehensive knowledge of the Village Code that Mr. Pawelczyk's has gained during the past seventeen (17) years makes it beneficial to retain his services as Code Compliance Hearing Officer.

Mr. Pawelczyk provided a Letter of Engagement (Exhibit A to the proposed resolution) outlining the terms and fees related to the continued provision of his services as Code Compliance Hearing Officer in FY 2024-2025 (effective October 1, 2024). The Letter of Engagement provides for no increase in compensation, maintaining a rate of \$250.00 per hour.

Budget Impact:

Payments for Mr. Pawelczyk's services and additional expenses are recorded in the Code Compliance Department Professional Services account in the General Fund. The proposed FY 2024-2025 budget includes \$20,000.00 for Code Compliance Professional Services.

Total payments to Billings, Cochran, et. al., for Mr. Pawelczyk's services from FY 2019-2020 to present are summarized below:

FY 2019-2020	\$ 7,357.23
FY 2020-2021	\$ 5,977.00
FY 2021-2022	\$ 7,039.23
FY 2022-2023	\$ 9,808.50
FY 2023-2024 (projected)	\$ 8,000.00

While annual payments for these services have historically fallen within the Village Manager's annual authorization of \$25,000.00, the Village Council is being asked to approve this engagement in accordance with Village Code section 2-112 "Code compliance hearing officers may be reappointed at the discretion of the manager subject to ratification by the village council."

Staff Impact:

There is no impact to staffing levels. Code Compliance and Village Attorney's Office staff would continue to work with Mr. Pawelczyk as required during the process of Code Compliance cases and hearings.

Recommendation:

It is recommended that the Village Council adopt the proposed resolution, thereby approving the Letter of Engagement with Michael J. Pawelczyk for the services of Code Compliance Hearing Officer.

- Attachments:**
1. Reso_Billing Cochran FY24-25 RVCM
 2. Code Compliance Hearing Officer Letter of Engagment and Affidavit

RESOLUTION NO. 24-

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING THE LETTER OF ENGAGEMENT BETWEEN MICHAEL J. PAWELCZYK AND ISLAMORADA, VILLAGE OF ISLANDS TO PROVIDE SERVICES OF CODE COMPLIANCE HEARING OFFICER; AUTHORIZING VILLAGE OFFICIALS TO IMPLEMENT THE TERMS AND CONDITTONS OF THE ENGAGEMENT; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE LETTER OF ENGAGEMENT; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, in September 2005, Islamorada, Village of Islands (the "Village") appointed Michael J. Pawelczyk ("Pawelczyk") as Code Compliance Hearing Officer in accordance with Section 2-112 of the Village Code of Ordinances (the "Code"); and

WHEREAS, Section 2-112 of the Village Code provides that appointments of the Code Compliance Hearing Officer shall be for a term of one (1) year; and

WHEREAS, Pawelczyk has prepared an annual Letter of Engagement outlining the terms related to the continued provision of his services as Code Compliance Hearing Officer; and

WHEREAS, the intent of the Letter of Engagement is to acknowledge the Village's acceptance of the services and related fees; and

WHEREAS, Pawelczyk has agreed to provide the services described in the Letter of Engagement to the Village; and

WHEREAS, Pawelczyk continues to meet all requisite Code Compliance Hearing Officer qualifications as established in the Village Code; and

WHEREAS, the Village Council finds that approval of the Letter of Engagement between Pawelczyk and the Village, attached as Exhibit "A" hereto is in the best interest of the Village and its residents.

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

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

Section 2. Approval of Letter of Engagement. The Village Council of Islamorada, Village of Islands, hereby approves the Letter of Engagement between Michael J. Pawelczyk and the Village to provide the services of Code Compliance Hearing Officer, a copy of which is attached hereto as Exhibit "A", together with such non-material changes as may be acceptable to the Village Manager and approved as to form and legality by the Village Attorney.

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

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 Letter of Engagement.

Section 5. Execution of Letter of Engagement. The Village Manager is authorized to execute the Letter of Engagement on behalf of the Village, to execute any required agreements and/or documents to implement the terms and conditions of the Letter of Engagement and to execute any extensions and/or amendments to the Letter of Engagement, subject to approval as to form and legality by the Village Attorney.

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

Motion to adopt by _____, seconded by Councilman_____.

FINAL VOTE AT ADOPTION

VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS

Mayor Joseph B. Pinder III _____

Vice Mayor Sharon Mahoney _____

Councilman Mark Gregg _____

Councilwoman Elizabeth Jolin _____

Councilman Henry Rosenthal _____

PASSED AND ADOPTED THIS _____ DAY OF _____, 2024.

JOSEPH B PINDER III, MAYOR

ATTEST:

MARNE MCGRATH, VILLAGE CLERK

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

JOHN J QUICK, INTERIM VILLAGE ATTORNEY

LAW OFFICES

BILLING, COCHRAN, LYLES, MAURO & RAMSEY, P.A.

ESTABLISHED 1977

DENNIS E. LYLES
KENNETH W. MORGAN, JR.
MICHAEL J. PAWELCZYK
MANUEL R. COMRAS
ANDREW A. RIEF
GINGER E. WALD
JEFFERY R. LAWLEY
SCOTT C. COCHRAN
SHAWN B. MCKAMEY
ALINE O. MARCANTONIO
JOHN C. WEBBER

LAS OLAS SQUARE, SUITE 600
515 EAST LAS OLAS BOULEVARD
FORT LAUDERDALE, FLORIDA 33301
(954) 764-7150
(954) 764-7279 FAX

PGA NATIONAL OFFICE CENTER
300 AVENUE OF THE CHAMPIONS, SUITE 270
PALM BEACH GARDENS, FLORIDA 33418
(561) 659-5970
(561) 659-6173 FAX

CHRISTINE A. BROWN
GREGORY F. GEORGE
MARGARETH GUEDES
LORI B. LEWELLEN
JOANNA R. LLERA
LIZA E. SMOKER
LUCAS A. WILLIAMS

OF COUNSEL

CLARK J. COCHRAN, JR.
SUSAN F. DELEGAL
SHIRLEY A. DELUNA
GERALD L. KNIGHT
BRUCE M. RAMSEY
RICHARD T. WOULFE

STEVEN F. BILLING (1947-1998)
HAYWARD D. GAY (1943-2007)

WWW.BILLINGCOCHRAN.COM

PLEASE REPLY TO: FORT LAUDERDALE

July 22, 2024

VIA E-MAIL ONLY

Robert Cole, Village Manager
Islamorada, Village of Islands
86800 Overseas Highway
Islamorada, Florida 33036

**Re: Islamorada, Village of Islands ("Village")
Code Compliance Hearing Officer**

Dear Mr. Cole:

I have served the Village as its Code Compliance Hearing Officer since September 2005. The purpose of this correspondence is to notify the Village of my intention and desire to continue to serve in that capacity for the 2025 Fiscal Year. I will continue to be the sole attorney in this office responsible for serving as the Village Code Compliance Hearing Officer and will bill at the rate of \$250.00 per hour for all services performed, including, without limitation, preparation for code compliance hearings, travel and attendance at hearings (as necessary), and review and preparation of orders and pertinent correspondence. This hourly rate has been in place since October 2024.

In addition to legal fees, our billing statements will include out-of-pocket expenses advanced on your behalf as well as certain internal charges, if any. Such expenses may include travel, postage, toll calls, photocopying and facsimile charges, overnight courier services, and certain charges related to terminal time for computer research.

We will bill on a monthly basis and such statements are due when rendered. All invoices will continue to reflect a description of the services rendered, the time allotted for the services, and the applicable hourly rate of \$250.00. Any cost in addition to fees will be itemized and included with the monthly invoice.

Robert Cole, Village Manager
July 22, 2024
Page 2

The representation established herein is terminable at will by either of us and fees and cost incurred through the date of termination will be due and payable by the Village.

Should the Village concur with the terms of the engagement indicated above, and I am reappointed as the Code Compliance Hearing Officer at an upcoming meeting of the Village Council, kindly acknowledge the Village's in acceptance of the same by signing a copy of this letter provided and returning it in the enclosed self-addressed, postage prepaid envelope. Again, I wish to thank the Village for the opportunity to continue to serve as its Code Compliance Hearing Officer.

Yours very truly,



Michael J. Pawelczyk
For the Firm

cc: Stefanie Rodriguez, Assistant to the Village Manager/Public Relations Manager (via email only)

AGREED TO AND ACKNOWLEDGED:

____ day of _____, 2024

Robert Cole, Village Manager

Affidavit Attesting to Noncoercive Conduct for Labor or Services

Nongovernment Entity name: Billing, Cochran, Lyles, Mauro & Ramsey, P.A. ("Vendor")

Vendor FEIN: 591756046

Address: 515 East Las Olas Blvd, Suite 600

City: Fort Lauderdale State: Florida Zip: 33301

Phone number: 954-764-7150 Email Address: mjp@bclmr.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: Michael J. Pawelczyk, Esq., Vice President

Date: August 8, 2024



Council Communication

To: Mayor and Village Council
From: Ron Saunders, Village Manager
Date: September 10, 2024
SUBJECT: **Resolution Approving Contract for Local Police Services between Monroe County Sheriff's Office and Islamorada, Village of Islands TAB 9**

Background:

This item renews our existing contract with the Monroe County Sheriff's Office for provision of local police services.

Analysis:

MCSO has provided effective and efficient police services to the Islamorada community, helping to keep the community and our visitors safe.

Budget Impact:

The last increase included the addition of two officers and resulted in an increase from \$2,117,074 to \$2,401,864. That increase was applied to 2021/2022 services. The agreement for FY 2024-2025 to 2028-2029 increases to \$3,079,678, or an approximate 7% increase per year from the last increase in June 2021 through FY 2024-25, not accounting for cash returned at the end of each fiscal year. It should also be noted that MCSO proactively manages the budget and annually returns unused funds to the Village at year-end, and we also benefit when vehicles are removed from active MCSO service, as the vehicle then become available for Village use at no added cost.

Staff Impact:

We continue to provide station facilities from which the Islamorada District operates and one administrative staff person to support MCSO operations.

Recommendation:

Approve the resolution authorizing contractual services for fiscal years 2024-2025 through 2028-2029.

Attachments: 1. Reso_MCOS Agrmt_2024-2029
2. 2024 09 10 MCSO Agreement_Final

RESOLUTION NO. 24-

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING THE FOURTH AMENDMENT TO THE CONTRACT FOR LOCAL POLICE SERVICES BETWEEN THE MONROE COUNTY SHERIFF'S OFFICE, THE MONROE COUNTY BOARD OF COUNTY COMMISSIONERS AND ISLAMORADA, VILLAGE OF ISLANDS FOR FISCAL YEARS 2024-2029; AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING VILLAGE OFFICIALS TO IMPLEMENT THE TERMS AND CONDITIONS OF THE CONTRACT; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Village Council of Islamorada, Village of Islands, Florida (the "Village") adopted Resolution No. 14-09-65, thereby approving a contract (the "Contract") between the Village, the Monroe County Sheriff's Office (the "MCSO") and the Monroe County Board of County Commissioners (the "BOCC") for local police services for a five (5) year term commencing October 1, 2014, having been renewed for an additional five-year term commencing October 01, 2019; and

WHEREAS, the current Contract between the Village, the MCSO and the BOCC for local police services will expire on September 30, 2024; and

WHEREAS, the Village, the MCSO and the BOCC desire to enter into a new Contract for local police services for a five (5) year term commencing October 1, 2024 through September 30, 2029, attached as Exhibit "A" hereto; and

WHEREAS, the Village Council finds that approval of a new Contract for local police services 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. **Contract Approval.** The Village Council hereby approves the new Contract for Local Police Services between the MCSO, the BOCC and the Village, a copy of which is attached as Exhibit "A" hereto, together with such non-material changes as may be acceptable to the Village Manager and approved as to form and legality by the Village Attorney.

Section 3. **Execution of Contract.** The Mayor is authorized to execute on behalf of the Village, and to execute any required agreements and/or documents to implement the terms and conditions of the Contract, subject to the approval as to form and legality by the Village Attorney.

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 Fourth Amendment.

Section 5. **Authorization of Village Officials.** The Village Manager and/or his designee and the Village Attorney are hereby authorized to take all actions necessary to implement the terms and conditions of the Contract.

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

Motion to adopt by _____, second by _____.

FINAL VOTE AT ADOPTION

VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA:

Mayor Joseph B. Pinder III _____

Vice Mayor Sharon Mahoney _____

Councilwoman Elizabeth Jolin _____

Councilman Mark Gregg _____

Councilman Henry Rosenthal _____

PASSED AND ADOPTED this ____ day of _____, 2024.

JOSEPH B. PINDER III, MAYOR

3

ATTEST:

MARNE MCGRATH, VILLAGE CLERK

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

JOHN J. QUICK, INTERIM VILLAGE ATTORNEY

CONTRACT FOR LOCAL POLICE SERVICES
Between
MONROE COUNTY SHERIFF'S OFFICE
And
ISLAMORADA, VILLAGE OF ISLANDS
FY 2024-2029

1. Purpose.

- 1.1 This is an agreement between Islamorada, Village of Islands ("the Village"), a Florida municipality, the Monroe County Sheriff's Office ("MCSO"), a subdivision of the State of Florida, and Monroe County, a political subdivision of the State of Florida ("County"). The parties have herein agreed that the Village will purchase, and MCSO will provide, local law enforcement services to Islamorada in addition to the regional police services provided to the residents of the unincorporated areas of Monroe County. The County as fiscal authority shall provide the appropriate budget allocation for the MCSO and receive payments from the Village. This Contract states the terms of the agreement between the parties.

2. Parties/Notice.

- 2.1 The parties to this Contract are County the Village and MCSO. Any and all communications required to be provided shall be directed to the parties as follows:

Islamorada, Village of Islands
Robert Cole
Village Manager
86800 Overseas Highway
Islamorada, Florida 33036
Telephone: (305) 664-6400
Facsimile: (305) 664-6464

Monroe County Sheriff's Office
Richard A. Ramsay
5525 College Road
Key West, Florida 33040
Telephone (305) 292-7001
Facsimile: (305) 292-7070

Monroe County
County Administrator Roman Gastesi
1100 Simonton Street

Key West, Florida 33040
(305) 292-4441
(305) 292-4544

3. Term.

- 3.1 The term of this Contract is for a period of five (5) years, beginning on October 1, 2024, and ending September 30, 2029.

4. Termination and Remedies.

- 4.1 In the event that either party breaches a material term or condition of this Contract, the party in breach, upon receipt of a written request from the non-breaching party, shall remedy the breach within 30 days of receipt of the request. If the breach is not cured within the specified time period, the non-breaching party may utilize the remedies of declaratory judgment, specific performance, mandamus, or injunctive relief to compel the breaching party to remedy the breach.
- 4.2 Either party may terminate this Contract at any time by giving written notice of at least one (1) year prior to the effective date of termination. In the event that this Contract is terminated for convenience, compensation shall remain at the agreed upon amount provided herein. Should the termination period extend into a new fiscal year, the terms of compensation shall be made in accordance with Section 21.1.
- 4.3 The parties reserve all available remedies afforded by law to enforce any term of condition of this Contract. The parties shall submit to the dispute resolution procedures of Chapter 164, Florida Statutes, prior to the filing of any legal proceeding.

5. Scope of Purchased Services.

- 5.1 MCSO shall provide professional police road patrol services throughout the Village, as well as those specified in Section 7, collectively the "Services." Services shall be provided by a contingent (the Islamorada District) consisting of:

One (1) Captain who serves as Village Police Chief;

One (1) Lieutenant;

Four (4) Sergeants;

Twelve (12) contract deputies, who shall serve as road patrol officers, marine officers, and general case detectives; and

Additionally, MCSO shall provide, at no cost to the Village, two (2) regionally funded road patrol deputies with regional responsibilities.

- 5.2 Road patrol services shall be provided 24-hours per day on every day of the term of the Contract. The Islamorada District Captain ("Captain"), in close cooperation with the Village Manager ("Manager,") shall plan schedules for the Islamorada District. The Captain will provide the Manager with the planned schedule and monthly reports containing the names, hours worked by every member of the Islamorada District, as well as a general activity breakdown of incidents and activity occurring in Islamorada during the reporting period.
- 5.3 The staffing plan for this Contract is designed to utilize the proper number of officers to maintain shift coverage, considering planned and unplanned absences due to injury, illness, vacation, training, and family medical leave. The staffing schedule shall be determined by the Manager in coordination with the Captain. The Captain shall make all reasonable efforts to coordinate training, sick leave, annual leave, and administrative leave to provide optimum Services to the Village. If, despite these efforts, a shift remains unfilled or falls below minimal staffing levels, the Captain shall notify the Manager. The Manager may choose to fill any vacant position by either of the following methods:
 - a. Request that an officer from inside the Islamorada District be assigned to work on an overtime basis. In this case, the Village shall pay the officer's tour of duty.
 - b. Request that an officer from outside the Islamorada District be hired to work on a special detail. In this case, the Village shall pay the prevailing special detail rate under the same terms and conditions as special details are offered to the public.
- 5.4 Canine Unit. At any time during this Contract, the Village may elect to have canine unit in order to enhance the Services provided herein. To this end, the Manager, through the District Captain, may authorize the use of a canine unit, with the actual costs to be borne by the Village and the Village shall reimburse MCSO should the canine unit costs exceed the budgeted amounts specified in this Contract.

6. Overtime/Off Duty Details.

- 6.1 In addition, the parties recognize that a law enforcement agency requires flexibility in order to meet its obligations to the public. The Village hosts several special events each year for which supplemental law enforcement personnel are needed, as well as other instances when the

Village may wish to enhance Services to address a particular issue or to provide adequate patrol staffing levels. To this end, the Manager, through the Captain, may authorize the use of paid overtime hours based on actual personnel costs to provide for this enhancement of Services. The cost of these overtime hours will be borne by the Village and the Village shall reimburse MCSO should the overtime hours exceed the normally budgeted overtime figure specified in this Contract.

6.2 Nothing in this Contract shall require MCSO to take any action contrary to any collective bargaining agreement to which MCSO is a party, to the collective bargaining rights of any MCSO employee, or federal, state, or local employment or civil rights law.

6.3 The Captain or their designee shall attend the Manager's weekly staff meetings and such other meetings as the Manager shall reasonably request, e.g. those of the Village Council.

7. Additional Services.

7.1 MCSO shall provide professional police Services that encompass all those duties and functions of the type coming within the jurisdiction of, and customarily rendered by, municipal police departments and the Office of the Sheriff of Monroe County, in accordance with the Village Code and Charter of Islamorada, Village of Islands, and with Florida Statutes. MCSO shall also provide the following Services to the Village at no additional charge or expense, on the same basis as they are provided to all residents of Monroe County who pay County-wide taxes for these Services:

- a. Aviation / Air trauma transport
- b. Mobile Command Post
- c. Bailiffs and other court personnel
- d. Bomb squad
- e. Civil process services
- f. Crime scene investigative / processing services
- g. Crime Analyst services
- h. Dive team services
- i. Finance services
- j. Hostage negotiation services
- k. Human resources services
- l. Information technology
- m. Internal investigations
- n. Juvenile offender diversion services
- o. Major crimes detectives and investigative services, including homicide, arson, sexual crimes, child abuse and neglect, narcotics and coordination of regional, statewide and national

investigations and all other investigations as outlined in MCSO policy.

- p. Neighborhood and business Crime Watch services
- q. Police canine services (if available)
- r. Police dispatch, including 911 services
- s. Police legal advisor
- t. Prisoner detention and transport
- u. Property and evidence processing and storage
- v. Public Information Officer services
- w. Records and data entry functions for all MCSO records, including traffic tickets
- x. School Resource Officers and DARE instructors
- y. SWAT team services
- z. Traffic enforcement unit services
- aa. Training
- bb. Field Force Unit

8. Assignment of Personnel and Selection of District Captain.

- 8.1 MCSO recognizes the desire of the Village that the Islamorada District be composed of officers who are well acquainted with the Village and its residents and with whom the residents can establish face-to-face rapport and long-term relationships. The Village recognizes the obligation of MCSO to treat all officers fairly concerning request for transfer and career advancement, and to maintain order and discipline. MCSO shall endeavor to establish and maintain a stable contingent of officers in the Islamorada District.
- 8.2 The Manager shall play an integral part in the selection of officers for assignment to and promotion within the Islamorada District. The Manager shall be afforded the opportunity to review personnel records, training records, and disciplinary records of those officers assigned to or requesting assignment to the Islamorada District and shall be a member of their selection and promotional boards.
- 8.3 In addition, MCSO shall make every effort to keep budgeted Contract positions in the Islamorada District staffed and, when a vacancy does occur, will seek to fill that vacancy as expeditiously as possible in compliance with MCSO's guidelines, hiring and promotional policy, procedures and practices, and any collective bargaining agreements applicable to said positions, provided that such vacancy shall be filled within 60 days.

9. Procedure for Selection of District Captain and Lieutenant.

9.1 Should the need arise for the selection of a District Captain or Lieutenant, the selection procedure is as follows:

- a. The Manager and MCSO shall jointly evaluate all preliminary candidates for consideration for District Captain and Lieutenant. In keeping with the terms outlined in Section 8.1 herein, the Manager shall have the opportunity to participate in the process whereby MCSO determines the list of qualified applicants from which the Sheriff shall make his selection for District Captain and Lieutenant in consultation with the Manger.
- b. MCSO shall present to the Manager a list of at least three and no more than five qualified applicants who, in accordance with MCSO policy, are qualified to serve in the desired capacity. The names of these officers, together with their personnel files, training records, and disciplinary records, will be provided to the Manager for review. The personnel files of any MCSO officer shall be made available upon request for review by the Manager.
- c. The Manager may interview each candidate, separately or together. Each candidate must be given comparable opportunities for interviews and presentations.
- d. MCSO shall appoint the candidate selected by the Sheriff, in consultation with the Manger, to fill the vacancy in compliance with MCSO promotional policy.

10. Complaints Regarding Officers.

10.1 MCSO is committed to maintaining a high standard of conduct and professionalism for its officers. Complaints regarding officers shall be promptly and thoroughly investigated by MCSO. Elected officials and employees of the Village shall not undertake investigations of any MCSO personnel. Any complaint against an officer in the Islamorada District must be directed to the Captain. The Captain shall inform the Manager of the nature of the complaint, advise the Manager of action taken, and provide a written report of the investigation and resolution of the matter upon completion. If the complaint concerns the Captain, the Manager may take the matter directly to the Undersheriff.

11. Responsibility for Ultimate Control.

11.1 The Village understands, acknowledges, and agrees that MCSO must, at all times, have and maintain the sole responsibility for, and control of, all Services hereunder, including without limitation, the

establishment of standards of performance and conduct, hiring, promotion, discipline and termination, labor relations, as well as all other matters necessary or incidental to the performance of such Services.

- 11.2 Consistent with the Islamorada Charter, no elected official or employee of Islamorada may direct the actions of any officers of the Islamorada District. Direction from Islamorada to members of the Islamorada District shall be given by and through the Manager to and through the District Captain in accordance with the terms of the Contract.

12. MCSO Responsibilities.

- 12.1 MCSO shall work together with the Village to direct police services to meet the expressed needs of the residents of the Village. The Captain shall meet with the Manager frequently to learn of community concerns and shall work closely with the Manager to devise plans and methods best suited to respond to those concerns. The Captain shall be a member of the Manager's Senior Management Team.

13. Officers not Employees or Agents of Islamorada Village of Islands.

- 13.1 All officers and other personnel employed by MCSO to perform services under this Contract are and shall remain in the sole employment of MCSO and no such person shall be considered in the employ of the Village for the purpose of any pension, insurance, civil service, workers' compensation pay, or other benefit. MCSO officers are not agents or employees of the Village and will not have the authority to enter into agreements or make policy on behalf of the Village. Accordingly, the Village shall not be called upon to assume or share any liability or direct payment of any salaries, wages, contribution to pension funds, insurance premiums or payments, workers compensation benefits under Chapter 440, Florida Statute, or any other amenities of employment to any Monroe County personnel performing services, duties, and responsibilities pursuant to this Contract.

14. Enforcement of Municipal Ordinances.

- 14.1 The Village does hereby vest in each sworn officer of MCSO who, from time to time, may be assigned to the Islamorada District of MCSO, to the extent allowed by law, the police powers of the Village which are necessary to implement and carry forth the services, duties and responsibilities imposed upon MCSO hereby, for the sole and limited purpose of giving official and lawful status and validity to the performance thereof by such sworn officers. Each sworn officer of MCSO so empowered hereby and engaged in the performance of the

Services, duties, and responsibilities described and contemplated herein shall be deemed to be a sworn officer of the Village while performing such Services, duties, and responsibilities, which constitute municipal functions and are within the scope of this Contract. Accordingly, such sworn officers of MCSO are hereby vested with the power to enforce the ordinances of the Village, to make arrest incident to the enforcement thereof, and to do such other things and perform such other acts as is necessary with respect thereto.

- 14.2 The Village agrees to provide the Captain, the Undersheriff, and MCSO General Counsel with the text of proposed ordinances in time sufficient for review and discussion with the Manager. MCSO will provide the Manager with advice from a practical law enforcement perspective concerning any proposed criminal ordinance and whether MCSO can enforce the ordinance prior to the Village's adoption of the draft regulations.

15. Legal Claims, Notices of Suit and Lawsuits.

- 15.1 The parties shall provide each other with complete and prompt notification of any legal claim, notice of suit, or lawsuit that involves the provision of services hereunder, and shall cooperate in the mutual defense of any such claim.

16. Uniforms and Marking of Patrol Vehicles and Vessels.

- 16.1 MCSO shall ensure that every member of the Islamorada District is provided with a fully equipped marked patrol vehicle, as well as uniforms. Personnel assigned to Islamorada shall be provided uniforms consistent with those uniforms issued to other MCSO uniform personnel including specialty uniforms for marine and bicycle patrol with the following exception. In lieu of the standard MCSO deputy patch, officers assigned to the Islamorada District will wear a patch on the left shoulder depicting the Islamorada, Village of Islands Official Village Seal.

17. Records/ Inspection/Audit.

- 17.1 MCSO shall keep records with respect to the expenditure of funds paid by the Village and the services provided to the Village under this Contract. All of these records shall be retained by MCSO for a minimum of five (5) years from the date of termination or expiration of this Contract. MCSO shall maintain accounting records on expenditures under this Contract in accordance with generally accepted accounting standards, generally accepted government accounting standards, MCSO

policies and procedures, state retention schedules, and other applicable standards.

- 17.2 The Manager, or his or her designee, may inspect and audit the records upon reasonable notice to MCSO. Reasonable notice should include a written request not less than seven working days prior to the intended site visit and the identification of the specific records to be inspected.
- 17.3 MCSO shall provide records access to the Manager, or his or her designee, during regular business hours. MCSO agrees to provide the assistance, as may be necessary, to facilitate the inspection or audit by the Village to ensure compliance with applicable accounting and financial standards.

18. Compensation.

- 18.1 Islamorada agrees to pay the sum of \$3,079,678.00 (three million, seventy-nine thousand, six hundred seventy-eight dollars) for Services, equipment and supplies provided during the first year of this Contract (10/1/2024–9/30/2025). This sum is referred to as the “Contract Price.”
- 18.2 An analysis of the cost is provided on Exhibit “A-2024” attached hereto. Care has been taken to include in Exhibit “A-2024” all personnel costs and every item of equipment and supply necessary to provide Services called for in this Contract, including those provided under Section 5 herein. However, any cost item not listed on Exhibit “A-2024” or provided at no cost pursuant to Section 5 of this Contract will be itemized and billed separately to the Village.
- 18.3 The Village shall include the total cost shown on Exhibit “A-2024” in the Village municipal budget for fiscal year 2024-2025 and make timely provision to secure the funds necessary to fund the Contract. The Village will pay 2 /12 of the total contract price to the Monroe County Clerk of Court no later than October 26, 2024, and thereafter Islamorada will pay 1/12 of the total contract price on or before the first day of each succeeding month until the total contract price is paid.
- 18.4 MCSO will provide a fully marked and properly equipped police vehicle for each member of the Islamorada District. The Village will pay all monthly vehicle lease costs to MCSO and will pay for fuel, maintenance, and other operating costs actually incurred by the County on the Village’s behalf, as outlined in this Contract.
- 18.5 Vehicles assigned to the Village by the Sheriff’s Office shall be amortized over a five-year replacement cycle. At the end of each replacement cycle, the Village shall have the option, in its sole discretion, to take title to the vehicle for \$1 (one dollar) each.

- 18.6 Approval from the Village Council shall be required prior to a boat being purchased. Boats purchased under this contract by MCSO for use in the Village shall be titled to and insured by the Sheriff. The Village will reimburse MCSO for such boats in accordance with terms agreed upon for each necessary purchase, and will pay for fuel, routine maintenance, and other ordinary operating costs actually incurred by the Sheriff on the Village's behalf. At the end of their useful life, or in the event of a termination of the Contract pursuant to Section 4, the Village shall have the option, in its sole discretion, to take title to the boats for \$1 (one dollar) each, provided any outstanding purchase price balance owed to MCSO on a particular boat is satisfied. In the event that a boat purchased under this contract is damaged beyond repair or "totaled" according to MCSO criteria, such boat will be replaced at MCSO cost with one that is similar or better in terms of make, model, age, mileage, and condition.
- 18.7 The Village shall have the right to participate in MCSO's periodic vehicle fleet review in connection with any vehicles to be acquired or replaced for use within the Islamorada District, in order to select the type of vehicles to be used, including the use of patrol cruisers, SUVs, hybrids, etc., in accordance with MCSO vehicle specifications.
- 18.8 At the sole discretion of the Village, the Village may elect to purchase vehicles directly using MCSO vehicles specifications, as they may change from time-to-time. If the Village so elects to purchase the vehicles, the Village will notify MCSO in order for MCSO and the Village to coordinate the transition of the existing vehicles with the Village for the following fiscal year. If the Village elects to directly purchase these vehicles, the title for these vehicles purchased by the Village will be subsequently transferred to MCSO for the sum of one dollar for each and for the duration of the Contract. The Village will pay for any fuel, maintenance, and other operating costs actually incurred by the County on the Village's behalf, as outlined in this Contract. After expiration or termination of the Contract, and if there is no renewal of the Contract, MCSO agrees to transfer title to all vehicles originally purchased with Village funds back to the Village for the sum of one dollar for each and provide the Village with copies of all current maintenance records. The sale of these vehicles back to the Village will be phased in during the transition period as provided in Article 25. MCSO will continue to own, operate, and maintain possession of any of these vehicles during the transition period when necessary to supply patrol officers with vehicles in order to maintain services pursuant to this Contract. In the event that a vehicle that was originally purchased with Village funds and subsequently titled to MCSO is damaged beyond repair or "totaled" according to MCSO criteria, such vehicle will be replaced with a vehicle from the existing fleet that is similar in terms of

make, model, age, mileage, and condition. Furthermore, these vehicles that were originally purchased with Village funds and subsequently titled to MCSO will be retired according to MCSO policies. The Village will be responsible for replacing these vehicles as they are retired. MCSO will notify the Village of the number of vehicles anticipated for retirement. Retired vehicles will be transferred back to the Village for the sum of one dollar for each vehicle.

19. Cost Reports and Cost /Contract Price Options.

- 19.1 MCSO shall provide the Village monthly financial reports including ADP payroll reports detailing all cost incurred by MCSO to provide services under this Contract.
- 19.2 If incurred costs equal ninety-five per cent (95%) of the total cost recited in this Contract, then:
 - a. MCSO may stop providing any of the services in order not to exceed the contract price or the Village may issue a written commitment to MCSO to pay for continuation of services as agreed to by Islamorada and MCSO.

20. Year –End Reconciliation.

- 20.1 At the end of each fiscal year, incurred costs shall be reconciled with total payments made by the Village. MCSO external auditors will determine the final balance. If incurred costs exceed total payments, the Village will reimburse MCSO for the excess cost. If total payments exceed incurred costs, MCSO shall reimburse the Village for the excess payment amount. This reconciliation shall include both MCSO and County cost portions of the annual budget.

21. Future Year Pricing.

- 21.1 The Village and MCSO shall negotiate payment for the second, third, fourth and fifth years of the Term of this Contract in time sufficient for preparation of budgets and tax rolls. When agreement is reached, the Manager shall prepare a memorandum stating the new terms and acknowledging the Village's acceptance of them. An amendment of this Contract signed by the parties shall be sufficient to amend the financial terms of this Contract, subject to all required approvals by the governing bodies of the parties to this Contract.
- 21.2 If the parties are unable to agree on payments for future years on a timely basis, this Contract will terminate on September 30th of the current Contract year by written notice.

22. Traffic Fines and Forfeitures.

- 22.1 The parties acknowledge the Village's entitlement to fines and forfeitures pursuant to Florida Statutes §318.21, as amended from time to time.

23. Florida Contraband Forfeiture Act Proceeds.

- 23.1 The parties shall determine an equitable share for the Village of proceeds of any forfeiture pursuant to the Florida Contraband Forfeiture Act in cases involving the participation of officers assigned to the Islamorada District. This share shall be based upon the ratio that the Islamorada District's participation bears to the participation of all law enforcement agencies participating in the criminal case, seizure and subsequent forfeiture. This share shall be deposited by MCSO into the Sheriff's Law Enforcement Trust Fund for the Sheriff's use in the Village. The Village may apply to the Sheriff for the use of such funds consistent with the limitations of the Contraband Forfeiture Act. The Sheriff agrees to submit such request to the Monroe County Board of County Commissioners for appropriation, and upon appropriation, will use the funds for the intended purpose.
- 23.2 The parties agree that the decision to use or dispose of personal or real property, or currency, seized within the Village shall be in the sole discretion of MCSO. If MCSO elects to use seized personal property outside of the Village or to sell seized real estate within the Village, MCSO shall allocate funds to the Law Enforcement Trust Fund in amount to the Village's equitable share of the market value of the property less liens, mortgages, encumbrances and cost to MCSO for the seizure and forfeiture. In both cases the allocated share shall be earmarked for use by MCSO within the Village.
- 23.3 MCSO will make every possible good faith effort to provide the Village with periodic reports detailing all pending forfeiture or seizure cases within the Village, the status of such cases, and all real and personal property, and currency or funds forfeited or seized.

24. Indemnification.

The Village, as a state agency or subdivision defined in Section 768.28, Florida Statutes, agrees to be fully responsible to the limits set forth in such statute for its own negligent acts or omissions, or intentional tortious actions, which result in claims or suits against either MCSO or Village, and agrees to be liable to the statutory limits for any damages proximately caused by said acts or omissions, or intentional tortious acts.

MCSO, as a sub-division of the State of Florida, as defined in Section 768.28, Florida Statutes, agrees to be fully responsible to the limits set forth in such statute for its own negligent acts or omissions, or intentional tortious acts, which result in claims or suits against either the Village or MCSO, and agrees to be liable to the statutory limits for any damages proximately caused by said acts or omissions, or intentional tortious acts.

Nothing contained in this Section shall be construed to be a waiver by either party of any protections under sovereign immunity, Section 768.28 Florida Statutes, or any other similar provision of law. Nothing contained herein shall be construed to be a consent by either party to be sued by third parties in any matter arising out of this or any other Agreement.

25. Transition.

25.1 In the event of the termination or expiration of this Contract, MCSO and the Village shall cooperate in good faith in order to effectuate a smooth and harmonious transition and to maintain during the transition period, the same high quality of police protection prescribed by this Contract for the residents, businesses and visitors of the Village.

25.2 Upon the termination or expiration of this Contract, the transition period shall be no less than 12 months.

25.3 Upon completion of the transition period and in the further event that the Village is unable to provide the same level of local police protection through its own police force at the time of the termination or expiration, the term of this Contract shall be extended upon the written request of the Manager in 90 day increments or until the Village is capable of rendering the police service.

25.4 The compensation to be paid to MCSO during the phase-out period shall be a pro-rated at the time of termination or expiration, and shall be in an amount agreed to by the parties.

26. Station Facilities and Office Expenses.

26.1 The Village shall provide station facilities for the Islamorada District to operate. The Village shall provide a qualified civilian administrative assistant employed by Islamorada to assist the Captain. When not engaged in performing the work of the Islamorada District, the administrative assistant shall perform other duties as directed by and for

Islamorada. MCSO personnel will be responsible for the entry of traffic ticket data.

27. Law Enforcement Educational Assessments.

- 27.1 All law enforcement education funds levied and collected by the Clerk of the Court and earmarked for Islamorada pursuant to Section 943.25 Florida Statute shall be assigned to and / or specifically allocated to the Islamorada District and used by the Islamorada District for law enforcement education and training purposes authorized by statute.

28. Mutual Aid.

- 28.1 The parties recognize their obligation to provide emergency assistance to other jurisdictions (including without limitations the Cities of Key West, Marathon, Key Colony Beach, Layton, the Ocean Reef Public Safety District, unincorporated Monroe County and any municipalities incorporated in Monroe County after the effective date of this contract) pursuant to the Florida Mutual Aid Act and in the event of a catastrophe. MCSO may direct Islamorada District officers to render aid in either case in a manner consistent with the deployment by MCSO of other MCSO officers without financial set-off or deduction by the Village, provided that such deployment does not exceed 24 hours. Should MCSO's deployment of Islamorada District officers to other jurisdictions exceed 24 hours, the Village shall be given a credit for such officers' actual personnel costs. Should MCSO bring in officers from other jurisdictions to render emergency or catastrophe assistance to the Village, and such deployment exceeds 24 hours, then MCSO shall invoice the Village for such officers' actual personnel costs. The Manager shall be given all possible notice of such a deployment and written reports of the actions of officers so deployed.

29. Paragraph Headings Not Dispositive.

- 29.1 The parties agree that the headings given the paragraphs and other subdivisions of this Contract are for ease of reference only and are not dispositive in the interpretation of Contract language.

30. No Presumption Against Drafter.

- 30.1 The parties agree that this Contract has been freely negotiated by both parties, and that in any dispute over the meaning, interpretation, validity or enforceability of this Contract or any of its terms or provisions, there shall be no presumption whatsoever against either party by virtue of their having drafted this Contract or any portion thereto.

31. Entire Agreement/Modification/Amendment.

- 31.1 This writing contains the entire Agreement of the parties and supersedes any prior oral or written representations. No representations were made or relied upon by either party, other than those that are expressly set forth herein.
- 31.2 No agent, employee, or other representative of either party is empowered to modify or amend the terms of this Agreement, unless executed with the same formality as this document.
- 31.3 This Contract may be modified at any time during the term of mutual written consent of both parties.

IN WITNESS WHEREOF, the parties have executed this Contract as of the dates indicated below.

MONROE COUNTY SHERIFF'S OFFICE

By: _____
Richard A. Ramsay

Date Executed: _____

**MONROE COUNTY SHERIFF'S OFFICE
APPROVED AS TO FORM**

By: _____
General Counsel

**ISLAMORADA, VILLAGE OF ISLANDS,
A Florida Municipal Corporation**

By: _____

Mayor

Date Executed: _____

ATTEST:

By: _____
Village Clerk

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

By: _____
Village Attorney

**BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA**

By: _____
Mayor/Chairman

Date: _____

Attest: , Kevin Madok Clerk of Court

By: _____
Deputy Clerk

Date: _____

(SEAL)

**MONROE COUNTY ATTORNEY
APPROVED AS TO FORM**

By: _____
County Attorney

Date: _____



Council Communication

To: Mayor and Village Council
From: A.J. Engelmeyer, Public Works Director
Date: September 10, 2024
SUBJECT: **Resolution Approving Fiscal Year 2024-2025 Purchases from Wastewater Vendors for the Wastewater Department TAB 10**

Background:

As part of the development and maintenance of its central wastewater collection and transmission system (the "Wastewater System"), Islamorada, Village of Islands ("Village") must make regular purchases from specialized vendors. The Village relies upon Airvac Inc., Donerite Pumps, Inc., F.J. Nugent & Associates, Fortiline Waterworks, KB Vacuum Solutions, LLC., Ferguson Waterworks and Sunbelt Rentals, collectively "WASTEWATER VENDORS" for operating supplies, repairs, and maintenance for the Wastewater System.

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

Analysis:

The proposed resolution would authorize the expenditures from the WASTEWATER VENDORS in the authorized amounts indicated below for Fiscal Year 2024-2025, and the proposed resolution would approve a waiver of competitive bidding for these purchases. Orders are placed with the vendors on an as-needed basis. Purchase orders would be created for each vendor for the amounts approved by the Village Council, and invoices would be applied to the purchase orders when goods are received or services are performed. As the amounts of the purchase orders are reached, staff would request authorization to increase not-to-exceed amounts from the Village Council as needed and as the fiscal year progresses.

The following are the WASTEWATER VENDORS who are either sole source providers for specific materials, supplies, parts, and equipment for the Village's wastewater collection and transmission system or who are vendors that have proven to be most responsive to the Village's needs by having inventory available and possessing an ability to deliver goods or services timely. The dollar amounts listed are the purchasing authorization requested from

each vendor at this time. Often replacement pumps are needed on an emergency basis. Village wastewater staff anticipates that expenses associated with rental, replacement, repair or maintenance of pumps and pump motors will decrease when the capital project to reconfigure the North Plantation Key booster pump station is completed.

Vendor: Airvac, Inc.
Location: Various
Goods or Services: Sole Source Provider for vacuum sewer system parts, components, & supplies
Purchase Authorization: \$60,000.00

Vendor: F. J. Nugent & Associates, Inc.
Location: Longwood, FL
Goods or Services: Sole Source Provider for E/One Gringer pumps & parts locally
Purchase Authorization: \$200,000.00

Vendor: Fortiline Waterworks
Location: Various
Goods or Services: Supplier of pipe materials & components
Purchase Authorization: \$40,000.00

Vendor: Donerite Pumps, Inc.
Location: Opa Locka, FL
Goods or Services: Repairs to electrical motors for sewage & vacuum pumps
Purchase Authorization: \$50,000.00

Vendor: KB Vacuum Solutions, Inc
Location: Edgewater, FL
Goods or Services: Sole Source Provider of vacuum pump repair & maintenance services & materials
Purchase Authorization: \$100,000.00

Vendor: Ferguson Waterworks
Location: Various
Goods or Services: Supplier of pipe materials & components
Purchase Authorization: \$45,000.00

Vendor: SunBelt Rentals
Location: Islamorada & Marathon, FL
Goods or Services: Pump rentals
Purchase Authorization: \$65,000.00

Through participation in professional conferences and other training, wastewater staff stays informed of industry trends and any new vendors and service providers. It is through communication with vendors directly and establishment of positive working relationships that staff is able to negotiate best pricing and availability of goods and services needed.

Budget Impact:

The Village's FY 2024-2025 proposed budget for the Wastewater Enterprise Fund includes \$500,000.00 for Operating Supplies, \$645,000.00 for Repair and Maintenance expenses, and \$1,500,000.00 for Infrastructure for Capital Outlay. Purchases from the WASTEWATER VENDORS would be coded to these accounts as appropriate.

Staff Impact:

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

Recommendation:

Staff recommends approval and adoption of the attached Resolution thereby authorizing expenditures from the WASTEWATER VENDORS in the above-listed authorized amounts during Fiscal Year 2024-2025 and approve waiver of competitive bidding.

Attachments: 1. Resolution

RESOLUTION NO. 24-

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING FISCAL YEAR 2024-2025 EXPENDITURES FROM AIRVAC INC., DONERITE PUMPS, INC., F.J. NUGENT & ASSOCIATES, FORTILINE WATERWORKS, KB VACUUM PUMP SOLUTIONS, LLC., FERGUSON WATERWORKS AND SUNBELT RENTALS FOR THE OPERATION AND MAINTENANCE OF THE VILLAGE'S WASTEWATER COLLECTION AND TRANSMISSION SYSTEM; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING A WAIVER OF COMPETITIVE BIDDING; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, as part of development and maintenance of its central wastewater collection and transmission system (the "Wastewater System"), Islamorada, Village of Islands ("Village") must make regular purchases from specialized vendors; and

WHEREAS, the Village relies upon Airvac Inc., Donerite Pumps, Inc., F.J. Nugent & Associates, Fortiline Waterworks, KB Vacuum Solutions, LLC., Ferguson Waterworks and Sunbelt Rentals, collectively "WASTEWATER VENDORS" for operating supplies, materials, repairs, and maintenance for the Wastewater System; and

WHEREAS, Airvac Inc. is a sole source provider of parts, components and supplies for the Vacuum Collection System; and

WHEREAS, F.J. Nugent & Associates is a sole source provider of E/One Grinder Pumps and parts locally; and

WHEREAS, Fortiline Waterworks is a reliable and timely provider of pipe materials and components; and

WHEREAS, Donerite Pumps, Inc. is a reliable and timely provider of repairs to electrical motors for sewage and vacuum pumps; and

WHEREAS, KB Vacuum Solutions, LLC. is a sole source provider of vacuum pump repair and maintenance services and materials; and

WHEREAS, Ferguson Waterworks is a reliable and timely provider of pipe materials and components; and

WHEREAS, Sunbelt Rentals is a local, reliable, and timely provider of pump rentals to the Village; and

WHEREAS, pursuant to Section 2-327(c)(4) of the Village's Code of Ordinances, competitive bidding shall apply to purchase of or contracts for materials, supplies, equipment, improvements or services where the anticipated cost is estimated to exceed \$25,000.00 for each of the WASTEWATER VENDORS during Fiscal Year 2024-2025; and

WHEREAS, pursuant to Section 2-238 of the Village Code, the requirements of Section 2-327(c)(4) of the Village's Code of Ordinances relating to competitive bidding may be waived by the following provisions as they relate to the WASTEWATER VENDORS:

(a) By the Village Council upon a documented finding that the purchase of the particular goods or services without competitive bidding is in the best interests of the Village;

(c) When only one vendor possesses the unique and singularly available capability to meet the requirements of the solicitation, such as technical qualifications, ability to deliver at a particular time, or services from a public utility;

(e) In the event of an emergency situation which requires the immediate purchase of goods or supplies, which shall not be subject to competitive bidding; and

WHEREAS, the Village Council finds that approval of Fiscal Year 2024-2025 not to exceed amounts for goods and services from the WASTEWATER VENDORS for operation and

maintenance of the Wastewater System and waiver of competitive bidding in accordance with Section 2-238 of the Village Code is in the best interest of the Village.

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

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

Section 2. Approval of Fiscal Year Expenditures. The Village Council hereby approves the following: 1) purchases from Airvac, Inc., in an amount not to exceed Sixty Thousand Dollars (\$60,000.00); 2) purchases from F.J. Nugent & Associates, Inc., in an amount not to exceed Two Hundred Thousand Dollars (\$200,000.00); 3) purchases from Fortiline Waterworks in an amount not to exceed Forty Thousand Dollars (\$40,000.00); 4) purchases from Donerite Pumps, Inc. in an amount not to exceed Fifty Thousand Dollars (\$50,000.00); 5) purchases from KB Vacuum Solutions, LLC, in an amount not to exceed One Hundred Thousand Dollars (\$100,000.00); 6) purchases from Ferguson Waterworks, in an amount not to exceed Forty Five Thousand Dollars (\$45,000.00); 7) purchases from Sunbelt Rentals in an amount not to exceed Eighty Thousand Dollars (\$80,000.00).

Section 3. Authorization of Fund Expenditure. Notwithstanding the limitations imposed upon the Village Manager pursuant to the Village's Purchasing Procedures Ordinance, the Village Manager is authorized to expend budgeted funds to implement the terms and conditions of the purchases.

Section 4. Approval of Waiver of Competitive Bidding. In accordance with Section 2-238(a), (c), and (e) of the Village Code, the Village Council waives the competitive

bidding provisions of the Village Code to utilize the WASTEWATER VENDORS for these purchases, as applicable.

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

Motion to adopt by _____, second by _____.

FINAL VOTE AT ADOPTION
VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS

Mayor Joseph B. Pinder III	_____
Vice Mayor Sharon Mahoney	_____
Councilwoman Elizabeth Jolin	_____
Councilman Mark Gregg	_____
Councilman Henry Rosenthal	_____

PASSED AND ADOPTED THIS ____ DAY OF _____, 2024.

JOSEPH B. PINDER, III, MAYOR

ATTEST:

MARNE MCGRATH, VILLAGE CLERK

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

JOHN J. QUICK, INTERIM VILLAGE ATTORNEY



Council Communication

To: Mayor and Village Council
From: Terry Abel, Fire Chief
Date: September 10, 2024
SUBJECT: **Resolution Approving Expenditures for FY 24-25 With Florida Keys EVR, LLC TAB 11**

Background:

The Village has agreements with Ten-8 Fire & Safety, LLC and Florida Keys EVR LLC to provide maintenance and repair services for Fire Rescue Department vehicles, apparatuses and other related services. The agreement with Ten-8 was entered into as the result of a competitive bidding process (RFQ 21-07) where Ten-8 was the sole proposer. One of the challenges in utilizing Ten-8's services is that the Village must pay seven hours of travel time, regardless of the extent of repairs, because Ten-8 is located in Bradenton, Florida. In some cases, the Village must pay to have inoperable vehicles towed to Bradenton. Starting May 2024, the Village entered into an agreement with Florida Keys EVR, a locally owned and operated business to provide additional Emergency Vehicle Technician (EVT) services to the Village. A majority of needed repairs are now conducted by Florida Keys EVR LLC.

Analysis:

The Village's Fire Rescue Department is requesting that the Village continue the agreement for services with Florida Keys EVR, LLC, an Emergency Vehicle Technician (EVT) contractor in the Florida Keys, which shall furnish all necessary expertise, personnel, tools, materials, equipment, transportation, and supervision, providing timely and responsive inspections and repairs for the Village Fire Rescue fleet. The contractor would perform the requested services under the attached agreement as an independent contractor. The fee schedule (Exhibit A to the agreement) includes pricing for preventive maintenance on fire apparatus twice annually and repairs as needed on an hourly-rate basis. The agreement includes a not-to-exceed amount of \$120,000.00.

Budget Impact:

Funds for fire apparatus repair and maintenance services are budgeted for in the Fire Rescue Department's Repair and Maintenance expenditure account in the General Fund annually. The FY 2024-2025 Fire Rescue Department Repair and Maintenance expenditure account tentative budget is \$120,000.00. As of August 5, 2024, approximately \$94,000.00 has been expensed to this vendor.

Staff Impact:

Fire Rescue staff will coordinate with contractor when repairs, service or inspections are needed and provide a safe work environment to make needed repairs.

Recommendation:

Staff recommends that the Village Council adopt the attached Resolution, thereby approving an agreement with Florida Keys EVR, LLC, for the requested services for the next fiscal year.

- Attachments:**
1. 2_Reso_Fla Keys EVR Agrmt_9 10 24 RVCM
 2. FL Keys EVR Agreement
 3. EVR Affidavit

RESOLUTION NO. 24-

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING FISCAL YEAR 2024-2025 EXPENDITURES THROUGH AN AGREEMENT BETWEEN FLORIDA KEYS EVR, LLC, AND ISLAMORADA, VILLAGE OF ISLANDS, TO PROVIDE MAINTENANCE AND REPAIR SERVICES TO THE FIRE RESCUE DEPARTMENT; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING A WAIVER OF COMPETITIVE BIDDING; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Islamorada, Village of Islands ("Village") Fire Rescue Department requires certain maintenance and repair services for fire department vehicles, apparatuses and other related services (the "Services"); and

WHEREAS, the Village Fire Rescue Department identified Florida Keys EVR, LLC. (the "CONTRACTOR"), as a vendor capable of providing the Services that are not otherwise available in the Florida Keys or in South Florida; and

WHEREAS, on February 18, 2023, the VILLAGE received a proposal from the CONTRACTOR for the Services; and

WHEREAS, pursuant to Section 2-328(1) of the Village's Code of Ordinances concerning waiver of competitive bidding, the requirements of Section 2-327 relating to competitive bidding may be waived by the Village Council upon a documented finding that the purchase of the particular goods or services without competitive bidding is in the best interests of the Village; and

WHEREAS, the Village and CONTRACTOR, initially entered into an Agreement on May 4, 2023, attached hereto as Exhibit "A," to enable CONTRACTOR to provide the Services to the Village; and

WHEREAS, the Village and CONTRACTOR desire to continue the Services under the Agreement through Fiscal Year 2024-2025 for an amount not to exceed One Hundred Twenty Thousand Dollars (\$120,000.00); and

WHEREAS, the Village Council finds that approval of Fiscal Year 2024-2025 not to exceed amount for such Services from the CONTRACTOR is in the best interest of the Village.

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

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

Section 2. **Approval of Fiscal Year Expenditures.** The Village Council hereby approves an amount not to exceed One Hundred Twenty Thousand Dollars (\$120,000.00) for Services provided by CONTRACTOR pursuant to the Agreement.

Section 3. **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 through Fiscal Year 2024-2025.

Section 4. **Approval of Waiver of Competitive Bidding.** In accordance with Section 2-238(a) of the Village Code, the Village Council waives the purchasing provisions of the Village Code to utilize the services of Florida Keys EVR, LLC without conducting a competitive bid process.

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

Motion to adopt by _____, second by _____.

FINAL VOTE AT ADOPTION

VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS

Mayor Joseph B. Pinder III _____

Vice Mayor Sharon Mahoney _____

Councilwoman Elizabeth Jolin _____

Councilman Mark Gregg _____

Councilman Henry Rosenthal _____

PASSED AND ADOPTED THIS ____ DAY OF _____, 2024.

JOSEPH B. PINDER, III, MAYOR

ATTEST:

MARNE MCGRATH, VILLAGE CLERK

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

JOHN J. QUICK, INTERIM VILLAGE ATTORNEY

AGREEMENT

THIS IS AN AGREEMENT, dated the 4th day of May, 2023, between:

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

and

FLORIDA KEYS EVR, LLC
a limited liability 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 1
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.

1.1 The VILLAGE is in need of an independent contractor to provide maintenance and repair services for fire department vehicles, apparatuses and other related services (the "Services") for the Village Fire Department.

1.2 On February 18, 2023, the VILLAGE received a proposal from CONTRACTOR (Exhibit "A") for maintenance and repair services for fire apparatuses and other related services (the "Services").

1.4.1 VILLAGE and CONTRACTOR desire to enter into an Agreement for the provision of the Services.

1.5 The Village Manager is authorized to execute an agreement with CONTRACTOR for services related to the scope of work set forth in the Proposal attached hereto as Exhibit "A" and as more particularly described herein.

ARTICLE 2
SCOPE OF WORK

2.1 The CONTRACTOR shall furnish all of the materials, tools, supplies, and labor necessary to perform all of the work described in the Proposal, a copy of which is attached hereto and specifically made a part of this Agreement as Exhibit "A".

2.2 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 manpower to perform the services to be provided by CONTRACTOR pursuant to the terms of this Agreement.

2.3 CONTRACTOR assumes professional and technical responsibility for performance of its services to be provided hereunder in accordance with applicable recognized professional standards. If within twelve (12) months following completion of its services, such services fail to meet the aforesaid standards, and the VILLAGE promptly advises CONTRACTOR thereof in writing, CONTRACTOR agrees to re-perform such deficient services without charge to the VILLAGE.

2.4 None of the work or services under this contract shall be subcontracted unless CONTRACTOR obtains prior written consent from the VILLAGE. Approved subcontractors shall be subject to each provision of this contract, and CONTRACTOR shall be responsible and indemnify the VILLAGE for all subcontractors' acts, errors or omissions.

ARTICLE 3
TIME FOR COMPLETION

3.1 The CONTRACTOR shall commence work on a particular project (each a "Project") as directed by VILLAGE in writing and in accordance with a project implementation timeline to be provided to CONTRACTOR by the VILLAGE which will set forth the scope of Services for the Project.

3.2 This Agreement shall commence on the date this Agreement is fully executed by all parties.

3.3 Anything to the contrary notwithstanding, minor adjustment to the timetable for completion approved by VILLAGE in advance 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 for which liquidated damages are due.

ARTICLE 4
CONTRACT SUM

4.1 The VILLAGE hereby agrees to pay CONTRACTOR for the faithful performance of this Agreement, for work completed for each Project in accordance with the Proposal attached hereto as Exhibit "A", and as directed by VILLAGE. Prices for work completed for each Project by the CONTRACTOR shall be as reflected in CONTRACTOR's Proposal attached hereto and made a part hereof as Exhibit "A". A total contact price hereto is referred to as Contract Sum and shall not exceed One Hundred Twenty **Thousand Dollars (\$120,000.00)** for the total amount of Projects per fiscal year.

4.2 The VILLAGE will make payments to CONTRACTOR for completed and proper work and in the amounts stated in Exhibit "A" as completed for each Project.

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

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

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

ARTICLE 5
CONTRACTOR'S LIABILITY INSURANCE

5.1 The CONTRACTOR shall not commence work under this contract until CONTRACTOR has obtained all insurance required under this paragraph 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.

5.2 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.

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

5.4 Insurance shall be in force until all work required to be performed under the terms of the Contract is satisfactorily completed as evidenced by the formal acceptance by the VILLAGE. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during

the period of this contract, 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 contract 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.

5.5 Comprehensive General Liability insurance to cover liability bodily injury and property damage. Exposures to be covered are: premises, operations, products/completed operations, and contractual liability. 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 - \$1,000,000 per occurrence;
- c) Automobile Liability Insurance - \$1,000,000 per occurrence, \$1,000,000 per Accident for bodily injury and \$1,000,000 per accident for property damage.

5.6 The CONTRACTOR shall hold the VILLAGE, its agents, and employees, harmless on account of claims for damages to persons, property or premises arising out of CONTRACTOR's negligent operations in completing this Agreement and name the VILLAGE as an additional insured under their policy on a primary and non-contributory basis.

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

ARTICLE 6 PROTECTION OF PROPERTY

6.1 At all times during the performance of this Contract, the CONTRACTOR shall protect the VILLAGE's property from all damage whatsoever on account of the work being carried on pursuant to this Agreement.

ARTICLE 7 CONTRACTOR'S INDEMNIFICATION

7.1 The CONTRACTOR agrees to release the VILLAGE from and against any and all liability and responsibility in connection with the above-mentioned matters. The CONTRACTOR further agrees not to sue or seek any money or damages from VILLAGE in connection with the above-mentioned matters, except in the event that the VILLAGE fails to pay to CONTRACTOR the fees and costs as provided for in Article 4 herein.

7.2 The CONTRACTOR agrees to indemnify and hold harmless the VILLAGE, its trustees, elected and appointed officers, agents, servants and employees, from and against any and all claims, demands, or causes of action of whatsoever kind or nature, and the resulting losses, costs, expenses, reasonable attorneys' fees, liabilities, damages, orders, judgments, or decrees, sustained by the VILLAGE or any third party arising out of, or by reason of, or resulting from the CONTRACTOR's negligent acts, errors, or omissions.

7.3 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.

ARTICLE 8 INDEPENDENT CONTRACTOR

8.1 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.

ARTICLE 9 PERFORMANCE BOND

9.1 No performance bond shall be required under this Agreement.

ARTICLE 10 CHANGES TO SCOPE OF WORK AND ADDITIONAL WORK

10.1 The VILLAGE or CONTRACTOR may request changes that would increase, decrease or otherwise modify the Scope of Services/Basic Services to be provided under this Agreement as described in Article 2 of this Agreement. Such changes or additional services must be in accordance with the provisions of the Village Code of Ordinances 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. Each amendment shall at a minimum include the following information on each project:

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

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

ARTICLE 11
TERM AND TERMINATION

11.1 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, he shall indemnify the VILLAGE against any loss pertaining to this termination up to a maximum of the full contracted fee amount. All finished or unfinished documents, data, studies, plans, surveys, and reports prepared by CONTRACTOR shall become the property of VILLAGE and shall be delivered by CONTRACTOR to VILLAGE.

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

ARTICLE 12
CONTRACT DOCUMENTS

12.1 CONTRACTOR and VILLAGE hereby agree that the following Specification and Contract Documents, 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; CONTRACTOR's proposal for maintenance and repair services for fire apparatuses and other related services (the "Services") as set forth in and made a part of this Agreement as Exhibit "A"; and all other exhibits thereto.

ARTICLE 13
MISCELLANEOUS

13.1 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.

13.2 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.

13.3 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.

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 County would provide the records and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
- c. Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and
- d. Meet all requirements for retaining public records and transfer to VILLAGE, at no cost, all public records in possession of the CONTRACTOR upon termination of this 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.

13.4 Ownership of Documents. Reports, surveys, plans, studies and other data provided in connection with this Agreement are and shall remain the property of Village.

13.5 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.

13.6 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: Ted Yates, Village Manager
Islamorada, Village of Islands
86800 Overseas Highway
Islamorada, Florida 33036

Copy To: John J. Quick, Village Attorney
Islamorada, Village of Islands
86800 Overseas Highway
Islamorada, Florida 33036

CONTRACTOR:Attn: Joseph or Kimberly Maus
Florida Keys EVR, LLC
1313 Calder Road
Key Largo, FL 33037

13.7 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.

13.8 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.

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

13.10 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.

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

13.12 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.

13.13 Attorney's Fees. To the extent authorized by law, in the event that either party brings suit for enforcement of this Agreement, the prevailing party shall be entitled to attorney's fees and court costs in addition to any other remedy afforded by law.

13.14 Extent of Agreement. This Agreement together with Contract Documents, attached as an Exhibit 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.

13.15 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.

13.16 Public Entity Crimes Affidavit. Contractor shall comply with Section 287.133, Florida Statutes (Public Entity Crimes Statute), notification of which is hereby incorporated herein by reference, including execution of any required affidavit.

13.17 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 VILLAGE 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.

13.18 E-Verify Affidavit. In accordance with Section 448.095, Florida Statutes, the Village requires all contractors doing business with the Village to register with and use the E-Verify system to verify the work authorization status of all newly hired employees. The Village will not enter into a contract unless each party to the contract registers with and uses the E-Verify system. The contracting entity must provide proof of its enrollment in E-Verify. For instructions on how to provide proof of the contracting entity's participation/enrollment in E-Verify, please visit: <https://www.e-verify.gov/faq/how-do-i-provide-proof-of-my-participationenrollment-in-e-verify>. By entering into this Agreement, the Contractor acknowledges that it has read Section 448.095, Florida Statutes; will comply with the E-Verify requirements imposed by Section 448.095, Florida Statutes, including but not limited to obtaining E-Verify affidavits from subcontractors; and has executed the required affidavit attached hereto and incorporated herein.

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

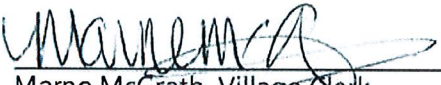
VILLAGE

ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA

By:  _____
Ted Yates, Village Manager

Date: 6.9.23 _____

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, Village Attorney

CONTRACTOR

WITNESSES:

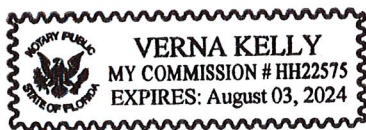
[Signature]
[Signature]

By: Florida Keys EVR
Print Name: Kimberly Maus
Print Title: Co-Owner
Date: 6/9/23

STATE OF FLORIDA)
COUNTY OF _____)

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared Kim Maus as Co-Owner of FL. Keys EVR, a Florida corporation, and acknowledged executed the foregoing Agreement as the proper official of FL. Keys EVR for the use and purposes mentioned in it and affixed the official seal of the corporation, and that the instrument is the act and deed of that corporation.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this 9th day of June, 2021. 23



V Kelly
NOTARY PUBLIC

My Commission Expires:

See attached document for Exhibit "A"

(Proposal)

FLORIDA KEYS EVR, LLC**FEE SCHEDULE****Fees for Scheduled Maintenance**

Regularly scheduled semi-annual vehicle inspections and maintenance as specified:

<u>Vehicle Type</u>	<u>Units</u>	<u>Fee per Vehicle</u>	<u>Annual Total</u>
Rescue	4	\$ 1,849.60	\$ 14,796.80
Pumper/Engine Trucks	3	\$ 3,013.60	\$ 18,081.60
Aerial Ladder Trucks	1	\$ 6,861.20	\$ 6,861.20
TOTAL			\$ 39,739.60

Fees for Unscheduled Maintenance

Monday through Friday - 8:00 a.m. to 5:00 p.m.	\$175.00 / hour
Weekends, Holidays and Weekday Evenings	\$225.00 / hour
Travel Time	\$ 65.00 / hour

* The cost for parts is additional and will be based on the incident type.



JIMMY PATRONIS
CHIEF FINANCIAL OFFICER

**STATE OF FLORIDA
DEPARTMENT OF FINANCIAL SERVICES
DIVISION OF WORKERS' COMPENSATION**

**** CERTIFICATE OF ELECTION TO BE EXEMPT FROM FLORIDA WORKERS' COMPENSATION LAW ****

NON-CONSTRUCTION INDUSTRY EXEMPTION

This certifies that the individual listed below has elected to be exempt from Florida Workers' Compensation law.

EFFECTIVE DATE: 5/30/2023

EXPIRATION DATE: 5/29/2025

PERSON: KIMBERLY MAUS

EMAIL: FLORIDAKEYSEVR@GMAIL.COM

FEIN: 921938219

BUSINESS NAME AND ADDRESS:

FLORIDA KEYS EVR LLC

1313 CALDER RD

KEY LARGO, FL 33037

This certificate of election to be exempt is NOT a license issued by the Department of Business and Professional Regulation. To determine if the certificate holder is required to have a license to perform work or to verify the license of the certificate holder, go to www.myfloridalicense.com.

IMPORTANT: Pursuant to subsection 440.05(13), F.S., an officer of a corporation who elects exemption from this chapter by filing a certificate of election under this section may not recover benefits or compensation under this chapter. Pursuant to subsection 440.05(11), F.S., Certificates of election to be exempt issued under subsection (3) apply only to the corporate officer named on the notice of election to be exempt. Pursuant to subsection 440.05(12), F.S., notices of election to be exempt and certificates of election to be exempt shall be subject to revocation if, at any time after the filing of the notice or the issuance of the certificate, the person named on the notice or certificate no longer meets the requirements of this section for issuance of a certificate. The department shall revoke a certificate at any time for failure of the person named on the certificate to meet the requirements of this section.

DFS-F2-DWC-252 CERTIFICATE OF ELECTION TO BE EXEMPT
RULE 69L-6.012, F.A.C. REVISED 01/2023

E01724249

QUESTIONS? (850) 413-1609

Affidavit Attesting to Noncoercive Conduct for Labor or Services

Nongovernment Entity name: Florida Keys EVR, LLC ("Vendor")
Vendor FEIN: 92-1938219
Address: 1313 Calder Road
City: Key Largo State: FL Zip: 33037
Phone number: (305) 307-4237 Email Address: FloridaKeysEVR@gmail.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: [Signature]
Authorized Signature

Print Name and Title: Joe Maus & Kim Maus Owners

Date: 8/28/24



Council Communication

To: Mayor and Village Council
From: Sheila Denoncourt, Acting Village Manager/Chief Building Official
Date: September 10, 2024
SUBJECT: **Resolution Approving FY 2024-2025 Expenditures through a Cooperative Professional Services Agreement with All Aspects Inspection Services, LLC. for Building Services Department Support Services TAB 12**

Background:

The Village has an existing Cooperative Professional Services Agreement with All Aspects Inspection Services, LLC. ("All Aspects"), for plans review and building permit inspection services to supplement the staffing needs of the Building Department. The services are in addition to those contracted from M.T. Causley, LLC., the firm that has provided plans review and building permit inspection services through a continuing Services Agreement since 2018. In 2023, M.T. Causley began to experience similar challenges as the Village with filling positions, and at times being unable to provide contract staffing for some specialties. All Aspects, which is based in Key West, was brought on as an additional resource for plans review and building inspection services utilizing a piggyback to a Key West agreement with All Aspects that was procured through its municipal bidding process. The term of the Cooperative Professional Services Agreement is in effect until terminated by the Village or All Aspects upon thirty (30) days written notice.

Analysis:

All Aspects has reliably and professionally provided building department support services through the Cooperative Professional Services Agreement. The attached Resolution would approve FY 2024-2025 expenditures from All Aspects at a not to exceed cost of \$250,000.00 through the existing Cooperative Professional Services Agreement.

Budget Impact:

Payments to All Aspects Inspection Services, LLC, would be reflected in the Professional Services account in the Building Fund with a primary revenue source of Building Permit Fees. The FY 2024-2025 approved budget for Professional Services in the Building Services Fund is \$685,000.00 and includes \$250,000.00 for the services of All Aspects Inspection Services.

Staff Impact:

The Village's Chief Building Official would be responsible for scheduling inspectors each week and monitoring costs incurred against the total budget.

Recommendation:

Staff recommends that the Village Council adopt the attached Resolution, thereby approving FY 2024-2025 expenditures for services from All Aspects Inspection Services, LLC., for building department support services.

Attachments: 1. 2_Reso_All Aspects_FY24-25_RVCM(2)
 2. Amendment-1-All Aspects

RESOLUTION NO. 24-

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING FISCAL YEAR 2024-2025 EXPENDITURES THROUGH A COOPERATIVE PROFESSIONAL SERVICES AGREEMENT BETWEEN ALL ASPECTS INSPECTION SERVICES, LLC, AND ISLAMORADA, VILLAGE OF ISLANDS, TO PROVIDE BUILDING PERMIT PLANS REVIEW AND INSPECTION SERVICES TO THE BUILDING SERVICES DEPARTMENT; APPROVING THE WAIVER OF COMPETITIVE BIDDING; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Village's Building Services Department desires certain building permit plan review and inspection services (the "Services"); and

WHEREAS, pursuant to Section 2-328(2) of the Village's Code of Ordinances concerning waiver of competitive bidding, the requirements of Section 2-327 relating to competitive bidding requirements may be waived by use of an existing contract with another municipality ("piggyback") when such contract was awarded by a competitive bidding process and the contract extends the prices, terms and conditions for such goods or services to the state's municipalities; and

WHEREAS, the Village utilized a piggyback to a City of Key West agreement with All Aspects Inspection Services, LLC. ("All Aspects") that was procured through its municipal bidding process through RFP No. 001-21 on November 21, 2020 and competitively awarded a contract to All Aspects Inspection Services, LLC, pursuant to that RFP; and

WHEREAS, the Village and All Aspects entered into a Cooperative Professional Services Agreement (the "Agreement") on May 4, 2023, attached hereto as Exhibit ("1") to enable All Aspects to provide the Services to the Village; and

WHEREAS, the Village desires to continue the Services through the Agreement during FY 2024-2025 for an amount not to exceed Two Hundred Fifty Thousand Dollars (\$250,000.00); and

WHEREAS, the Village Council finds that approval of the FY 2024-2025 expenditures for All Aspects Inspection Services, LLC., and the waiver of competitive bidding is in the best interest of the Village.

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

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

Section 2. **Approval of Fiscal Year Expenditures.** The Village Council hereby approves expenditures from All Aspects at an amount not to exceed Two hundred Fifty Thousand Dollars (\$250,000.00).

Section 3. **Approval of Waiver of Competitive Bidding.** In accordance with Sections 2-328(1) and 2-328(2) of the Village Code, the Village Council hereby approves the waiver of competitive bidding to utilize the services of All Aspects.

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

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

Motion to adopt by _____, second by _____.

FINAL VOTE AT ADOPTION
VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS

Mayor Joseph B. Pinder III _____
Vice Mayor Sharon Mahoney _____
Councilwoman Elizabeth Jolin _____
Councilman Mark Gregg _____
Councilman Henry Rosenthal _____

PASSED AND ADOPTED THIS ____ DAY OF _____, 2024.

JOSEPH B. PINDER, III, MAYOR

ATTEST:

MARNE MCGRATH, VILLAGE CLERK

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

JOHN J. QUICK, INTERIM VILLAGE ATTORNEY

**FIRST AMENDMENT TO
COOPERATIVE PROFESSIONAL SERVICES AGREEMENT
BETWEEN
ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA
AND
ALL ASPECTS INSPECTION SERVICES, LLC**

THIS FIRST AMENDMENT TO AGREEMENT (this "First Amendment") is made effective as of the ____ day of _____ 2024 (the "Effective Date"), by and between **ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA**, a Florida municipal corporation, (the "Village") and **ALL ASPECTS INSPECTION SERVICES, LLC**, a Florida limited liability company (hereinafter, the "Contractor"). Collectively, the Village and the Contractor are referred to as "Parties."

WITNESSETH:

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

ARTICLE 1
PREAMBLE

In order to establish the background, context and form of reference for this First Amendment 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 First Amendment is based.

- 1.1 The VILLAGE requires the services of experienced independent CONTRACTORS, to provide certain Building Permit Plan Review and Inspection Services (the "Services").
- 1.2 The Village procured the Services of All Aspects Inspection Services, LLC ("All Aspects") through the use of contract between All Aspects and the City of Key West that was awarded by a competitive bidding process.
- 1.3 The Village entered into an Agreement with All Aspects on the 4th day of May 2023.
- 1.4 The Village desires to amend the Agreement to update the rate for inspection and to incorporate the required Affidavit Attesting to Noncoercive Conduct for Labor or Services.

Section 1. Amendment to Agreement. Article 5 of the Agreement is amended to read as follows:

*** Inspections will be billed at ~~\$80.00~~ \$85.00 per inspection.

Hourly Rates Schedule: Plans Examiner Rate will be \$100.00 per hour.

Section 2. No Further Modifications. All other terms and conditions of the existing Agreement not in conflict or superseded by this First Amendment shall remain in full force and effect as if set forth herein.

Section 3. Effective Date. This First Amendment shall be effective on the date first written above.

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

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK
AFFIDAVIT AND SIGNATURE PAGE TO FOLLOW]**

Affidavit Attesting to Noncoercive Conduct for Labor or Services

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

Vendor FEIN: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone number: _____ Email Address: _____

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

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

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

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

Written Declaration

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

By: _____

Authorized Signature

Print Name and Title: _____

Date: _____

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year as first stated above.

ISLAMORADA, VILLAGE OF ISLANDS

CONTRACTOR

By: _____
Robert Cole
Village Manager

Attest:

By: _____
Marne McGrath
Village Clerk

Approved as to form and legal sufficiency:

By: _____
Weiss Serota Helfman Cole & Bierman, P.L.
Village Attorney

By: _____

Name: _____

Title: _____

Entity: _____



Council Communication

To: Mayor and Village Council
From: Terry Abel, Fire Chief
Date: September 10, 2024
SUBJECT: **Resolution Approving FY 2024-2025 Purchases from Municipal Emergency Services for Services and Supplies TAB 13**

Background:

The Islamorada, Village of Islands ("Village"), Fire Rescue Department requires certain specialized services and supplies related to components used to provide emergency services. The Fire Rescue Department has historically purchased the services and supplies from Municipal Emergency Services (MES) as the preferred vendor capable of providing the services and supplies at a competitive cost, with experienced representatives and free in-service training for new products and services performed in-house whenever possible. MES provides annual service and compliance testing for all of our self-contained breathing apparatus (SCBA), including testing and certifying of the components of the masks, fit testing to ensure proper seal, and inspection of the quick-connect fittings of each air tank. The only test outsourced is the hydro testing conducted locally by a certified dive shop.

Pursuant to Section 2-327 of the Village's Code of Ordinances relating to the Village's purchasing guidelines, the Village Manager has the authority to make purchases or enter into contracts for purchases of materials, supplies, equipment, improvements, or services where the total amount expended is less than \$25,000.00 and the aggregate total for any single vendor in any single year is less than \$25,000.00. Purchases of or contracts for purchases of materials, supplies, equipment improvements, or services where the total amount expended is \$25,000.00 or more shall be awarded by the Village Council.

The Village's Purchasing Ordinance allows for the waiver of competitive bidding by the village council upon a documented finding that the purchase of the particular goods or services without competitive bidding is in the best interests of the Village and by use of an existing contract with the state, a state agency, another municipality, a political subdivision or a statewide professional association when such contract was awarded by a competitive bidding process and the contract extends the prices, terms and conditions for such goods or services to the state's municipalities.

Analysis:

Lake County, Florida, completed a competitive bidding process for Fire Equipment, Supplies and Services. MES was awarded contract 22-730G with Lake County on August 1, 2022, with modifications made on September 13, 2022, August 1, 2023, and September 14, 2023, for two annual terms that will expire July 31, 2025. MES has agreed to extend the terms and conditions of its Lake County Term Contract to the Village.

Adoption of the proposed resolution would authorize the expenditures from MES in an amount not to exceed \$50,000.00 for Fiscal Year 2024-2025 and approve a waiver of competitive bidding for these purchases.

Budget Impact:

Payments to MES are reflected in the Operating Supplies and Capital Asset account in the Fire Rescue Department Budget in the General Fund. The FY 2024-2025 proposed budget for Fire Rescue Department Operating Supplies includes the purchase of services and supplies from MES.

Staff Impact:

Fire Rescue Department staff and Finance Department staff would monitor costs incurred against the total budget to ensure the expenditures do not exceed \$50,000.00 during the fiscal year without approval by the Village Council.

Recommendation:

Staff recommends that the Village Council adopt the attached Resolution thereby approving FY 2024-2025 expenditures for services from MES and approving a waiver of competitive bidding.

- Attachments:**
1. Reso_FY24-25 MES Purchases
 2. Lake County Contract 17-0606G
 3. Lake County Extension

RESOLUTION NO. 24-

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING FISCAL YEAR 2024-2025 EXPENDITURES THROUGH FROM MUNICIPAL EMERGENCY SERVICES TO SERVICES AND SUPPLIES TO THE FIRE RESCUE DEPARTMENT; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING A WAIVER OF COMPETITIVE BIDDING; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Islamorada, Village of Islands ("Village") Fire Rescue Department requires certain specialize services and supplies and related components to provide emergency services; and

WHEREAS, the Village Fire Rescue Department identified Municipal Emergency Services. ("MES"), as the preferred vendor capable of providing the Services and Supplies timely, at competitive prices, and providing training for new products and equipment; and

WHEREAS, pursuant to Section 2-328(a) of the Village's Code of Ordinances concerning waiver of competitive bidding, the requirements of Section 2-327 relating to competitive bidding may be waived by the Village Council upon a documented finding that the purchase of the particular goods or services without competitive bidding is in the best interest of the Village; and

WHEREAS, pursuant to Section 2-328(b) of the Village's Code of Ordinances concerning waiver of competitive bidding, the requirements of Section 2-327 relating to competitive bidding may be waived by the Village Council through use of an existing contract with the state, a state agency, another municipality, a political subdivision or a statewide professional association when such contract was awarded by a competitive bidding process and the contract extends the prices, terms and conditions for such goods or services to the state's municipalities; and

WHEREAS, following a competitive bidding process conducted by Lake County, Florida, MES entered into contract (22-730-G) with Lake County for Fire Equipment, Supplies and Services; and

WHEREAS, MES has agreed to extend the terms and conditions of the Agreement with Lake County to the Village; and

WHEREAS, the Village Council finds that approval of Fiscal Year 2024-2025 not to exceed amount of \$50,000.00 for Services and Supplies from MES and a waiver of competitive bidding is in the best interest of the Village.

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

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

Section 2. **Approval of Fiscal Year Expenditures.** The Village Council hereby approves an amount not to exceed Fifty Thousand Dollars (\$50,000.00) for Services and Supplies purchased from MES.

Section 3. **Authorization of Fund Expenditure.** Notwithstanding the limitations imposed upon the Village Manager pursuant to the Village's Purchasing Procedures Ordinance, the Village Manager is authorized to expend budgeted funds for purchases from MES for Fiscal Year 2024-2025.

Section 4. **Approval of Waiver of Competitive Bidding.** In accordance with Section 2-238(a) and (b) of the Village Code, the Village Council waives the purchasing provisions of the Village Code to utilize the services of MES without conducting a competitive bid process.

Motion to adopt by _____, second by _____.

Mayor Joseph B. Pinder III _____

Vice Mayor Sharon Mahoney _____

Councilwoman Elizabeth Jolin _____

Councilman Mark Gregg _____

Councilman Henry Rosenthal _____

JOSEPH B. PINDER, III, MAYOR

MARNE MCGRATH, VILLAGE CLERK

JOHN J. QUICK, INTERIM VILLAGE ATTORNEY



MODIFICATION OF CONTRACT

Modification Number: Ten (10) Effective Date: 9/3/2021	Contract Number: 17-0606G Title: <u>Fire Equipment, Parts, Supplies, and Service</u> Effective Date: July 1, 2017
Contracting Officer: Gretchen Bechtel E-mail: gbechtel@lakecountyfl.gov Telephone Number: (352) 343-9389	Contractor Name and Address: Name: Municipal Emergency Services (MES) Address: 3789 62nd Avenue North City: Pinellas Park, Florida 33781 ATTENTION: Jamie Robinson, Regional VP
Issued By: Procurement Services Lake County Administration Building 315 W. Main St., Suite 441 Tavares, Florida 32778-7800	
INSTRUCTIONS: Contractor shall sign Signature Block showing acceptance of the below written modification and <u>return this form to Procurement Services within ten (10) days after receipt</u> . Once fully executed, a copy of this modification will be returned to the Contractor to attach to the original Contract.	
DESCRIPTION OF MODIFICATION: Contract modification to update the manufacturer list. SEE ATTACHED:	
CONTRACTOR SIGNATURE BLOCK Signature: _____ Print Name: <u>Jamie Robinson</u> Title: <u>Regional Vice President</u> Date: <u>9/12/2021</u> E-mail: <u>jrobinson@mesfire.com</u> Secondary E-mail: _____	LAKE COUNTY SIGNATURE BLOCK Signature: _____ Print Name: _____ Title: Contracting Officer Date: _____
Distribution: Original – Bid File Copy – Contractor Contracting Officer	



MODIFICATION OF CONTRACT

Modification Number: Nine (9) Effective Date: 3/1/2021	Contract Number: 17-0606G Title: <u>Fire Equipment, Parts, Supplies, and Service</u> Effective Date: July 1, 2017
Contracting Officer: Amy Munday E-mail: amunday@lakecountyfl.gov Telephone Number: (352) 343-9389	Contractor Name and Address: Name: Municipal Emergency Services (MES) Address: 3789 62nd Avenue North City: Pinellas Park, Florida 33781 ATTENTION: Jamie Robinson, Regional VP
Issued By: Procurement Services Lake County Administration Building 315 W. Main St., Suite 441 Tavares, Florida 32778-7800	
INSTRUCTIONS: Contractor shall sign Signature Block showing acceptance of the below written modification and <u>return this form to Procurement Services within ten (10) days after receipt</u> . Once fully executed, a copy of this modification will be returned to the Contractor to attach to the original Contract.	
DESCRIPTION OF MODIFICATION: Contract modification to update the manufacturer list for Akron Brass products. SEE ATTACHED:	
CONTRACTOR SIGNATURE BLOCK Signature: _____ Print Name: <u>Jamie Robinson</u> Title: <u>Regional Vice President</u> Date: <u>03/11/2021</u> E-mail: <u>jrobinson@mesfire.com</u> Secondary E-mail: _____	LAKE COUNTY SIGNATURE BLOCK Signature: <u>Amy Munday</u> Print Name: <u>Amy Munday</u> Title: <u>Contracting Officer</u> Date: <u>March 12, 2021</u>
Distribution: Original – Bid File Copy – Contractor Contracting Officer	



MODIFICATION OF CONTRACT

Modification Number: Eight (8) Effective Date: 7/1/2021	Contract Number: 17-0606G Title: <u>Fire Equipment, Parts, Supplies, and Services</u> Effective Date: July 1, 2017
Contracting Officer: Amy Munday E-mail: amunday@lakecountyfl.gov Telephone Number: (352) 343-9389	Contractor Name and Address: Name: Municipal Emergency Services (MES) Address: 3789 62nd Avenue North City: Pinellas Park, L 33781 ATTENTION: Jamie Robinson, Regional VP
Issued By: Procurement Services Lake County Administration Building 315 W. Main St., Suite 441 Tavares, Florida 32778-7800	
INSTRUCTIONS: Contractor shall sign Signature Block showing acceptance of the below written modification and <u>return this form to Procurement Services within ten (10) days after receipt</u> . Once fully executed, a copy of this modification will be returned to the Contractor to attach to the original Contract.	
DESCRIPTION OF MODIFICATION: Extend contract one (1) year expiring June 30, 2022.	
CONTRACTOR SIGNATURE BLOCK Signature: _____ <i>Jamie Robinson</i> Print Name: <u>Jamie Robinson</u> Title: <u>Regional Vice president</u> Date: <u>2/01/2021</u> E-mail: <u>jrobinson@mesfire.com</u> Secondary E-mail: _____	LAKE COUNTY SIGNATURE BLOCK Signature: _____ <i>Amy Munday</i> Print Name: <u>Amy Munday</u> Title: <u>Contracting Officer</u> Date: <u>2/11/21</u>
Distribution: Original – Bid File Copy – Contractor Contracting Officer	



MODIFICATION OF CONTRACT

Modification Number: Seven (7) Effective Date: 11/3/2020	Contract Number: 17-0606G Title: <u>Fire Equipment-Parts-Supplies-Service</u> Effective Date: July 1, 2017
Contracting Officer: Amy Munday E-mail: amunday@lakecountyfl.gov Telephone Number: (352) 343-9389	Contractor Name and Address: Name: Municipal Emergency Services (MES) Address: 3789 62nd Avenue, North City: Pinellas Park, FL 33781 ATTENTION: Jamie Robinson, Regional VP
Issued By: Procurement Services Lake County Administration Building 315 W. Main St., Suite 441 Tavares, Florida 32778-7800	
INSTRUCTIONS: Contractor shall sign Signature Block showing acceptance of the below written modification and <u>return this form to Procurement Services within ten (10) days after receipt</u> . Once fully executed, a copy of this modification will be returned to the Contractor to attach to the original Contract.	
DESCRIPTION OF MODIFICATION: Contract modification to update the attached manufacturing listing:	
CONTRACTOR SIGNATURE BLOCK Signature: _____ Print Name: <u>Jamie Robinson</u> Title: <u>Regional Vice President</u> Date: <u>11/3/20</u> E-mail: <u>jrobinson@mesfire.com</u> Secondary E-mail: _____	LAKE COUNTY SIGNATURE BLOCK Signature: <u>Amy Munday</u> Print Name: <u>Amy Munday</u> Title: Contracting Officer Date: <u>November 3, 2020</u>
Distribution: Original – Bid File Copy – Contractor Contracting Officer	



MODIFICATION OF CONTRACT

Modification Number: Six (6) Effective Date: 3/9/2020	Contract Number: 17-0606G Title: <u>Fire Equipment Parts-Supplies-Service</u> Effective Date: July 1, 2017
Contracting Officer: Amy Munday E-mail: amunday@lakecountyfl.gov Telephone Number: (352) 343-9389	Contractor Name and Address: Name: Municipal Emergency Services (MES) Address: <u>3789 62nd Avenue, North</u> City: <u>Pinellas Park, FL 33781</u> ATTENTION: <u>Jamie Robinson, Regional VP</u>
Issued By: Procurement Services Lake County Administration Building 315 W. Main St., Suite 441 Tavares, Florida 32778-7800	
INSTRUCTIONS: Contractor shall sign Signature Block showing acceptance of the below written modification and <u>return this form to Procurement Services within ten (10) days after receipt.</u> Once fully executed, a copy of this modification will be returned to the Contractor to attach to the original Contract.	
DESCRIPTION OF MODIFICATION: <u>Contract modification to UPDATE and ADD TO the Honeywell Bunker Gear equipment listing to contract effective March 9, 2020. SEE ATTACHED:</u>	
CONTRACTOR SIGNATURE BLOCK Signature: _____ <i>Jamie Robinson</i> Print Name: <u>Jamie Robinson</u> Title: <u>Regional Vice President</u> Date: <u>06/08/2020</u> E-mail: <u>jrobinson@mesfire.com</u> Secondary E-mail: _____	LAKE COUNTY SIGNATURE BLOCK Signature: _____ <i>Amy Munday</i> Print Name: <u>Amy Munday</u> Title: <u>Contracting Officer</u> Date: <u>6/8/2020</u>
Distribution: Original – Bid File Copy – Contractor Contracting Officer	



MODIFICATION OF CONTRACT

Modification Number: Five (5) Effective Date: 6/30/2020	Contract Number: 17-0606G Title: <u>Fire Equipment Parts-Supplies-Service</u> Effective Date: July 1, 2017
Contracting Officer: Amy Munday E-mail: amunday@lakecountyfl.gov Telephone Number: (352) 343-9389	Contractor Name and Address: Name: Municipal Emergency Services (MES) Address: 3789 62 nd Avenue North City: <u>Pinellas Park, FL 33781</u> ATTENTION: <u>Jamie Robinson, Regional VP</u>
Issued By: Procurement Services Lake County Administration Building 315 W. Main St., Suite 441 Tavares, Florida 32778-7800	
INSTRUCTIONS: Contractor shall sign Signature Block showing acceptance of the below written modification and <u>return this form to Procurement Services within ten (10) days after receipt.</u> Once fully executed, a copy of this modification will be returned to the Contractor to attach to the original Contract.	
DESCRIPTION OF MODIFICATION: Extend contract one (1) year - expiring June 30, 2021.	
CONTRACTOR SIGNATURE BLOCK Signature: <u>Jamie Robinson</u> Print Name: <u>Jamie Robinson</u> Title: <u>Regional Vice President</u> Date: <u>2/3/2020</u> E-mail: <u>jrobinson@mesfire.com</u> Secondary E-mail: _____	LAKE COUNTY SIGNATURE BLOCK Signature: <u>Amy Munday</u> Print Name: <u>Amy Munday</u> Title: <u>Contracting Officer</u> Date: <u>2/3/20</u>
Distribution: Original – Bid File Copy – Contractor Contracting Officer	



MODIFICATION OF CONTRACT

Modification Number: Four (4) Effective Date: 6/24/2019	Contract Number: 17-0606G Title: <u>Fire Equipment Parts-Supplies-Service</u> Effective Date: July 1, 2017
Contracting Officer: Amy Munday E-mail: amunday@lakecountyfl.gov Telephone Number: (352) 343-9389	Contractor Name and Address: Name: Municipal Emergency Services (MES) Address: <u>3789 62nd Avenue, North</u> City: <u>Pinellas Park, FL 33781</u> ATTENTION: <u>Jamie Robinson, Regional VP</u>
Issued By: Procurement Services Lake County Administration Building 315 W. Main St., Suite 441 Tavares, Florida 32778-7800	
INSTRUCTIONS: Contractor shall sign Signature Block showing acceptance of the below written modification and <u>return this form to Procurement Services within ten (10) days after receipt</u> . Once fully executed, a copy of this modification will be returned to the Contractor to attach to the original Contract.	
DESCRIPTION OF MODIFICATION: <u>Contract modification to UPDATE and ADD TO the manufacturer listing. SEE ATTACHED:</u>	
CONTRACTOR SIGNATURE BLOCK Signature: _____ Print Name: <u>Jamie Robinson</u> Title: <u>Regional Vice President</u> Date: <u>7/23/19</u> E-mail: <u>jrobinson@mesfire.com</u> Secondary E-mail: _____	LAKE COUNTY SIGNATURE BLOCK Signature: _____ Print Name: <u>Amy Munday</u> Title: <u>Contracting Officer</u> Date: <u>7-24-19</u>
Distribution: Original – Bid File Copy – Contractor Contracting Officer	



MODIFICATION OF CONTRACT

1. Modification No.: 3 Effective Date: July 1, 2019	2. Contract No.: 17-0606G Effective Date: July 1, 2017
3. Contracting Officer: Amy Munday Telephone Number: (352) 343-9765	5. Contractor Name and Address: Municipal Emergency Services (MES) 3789 62 nd Ave. North Pinellas Park, FL 33781 Attn: Jaimie Robinson, Regional Vice President
4. Issued By: Procurement Services Lake County Administration Building 315 W. Main St., Suite 441 Tavares, Florida 32778-7800	
6. SPECIAL INSTRUCTIONS: Contractor is required to sign Block 8 showing acceptance of the below written modification and <u>return this form to address shown in Block 4 within ten (10) days after receipt</u> , preferably by certified mail to ensure a system of positive receipts. Retain a photocopy of the signed copy of this modification and attach to original of contract, which was previously provided.	
7. DESCRIPTION OF MODIFICATION: Contract modification to extend for one (1) year, expiring June 30, 2020.	
8. Contractor's Signature <u>REQUIRED</u> Name: <u>[Signature]</u> Title: <u>Regional Vice President</u> Date: <u>2/25/2019</u>	9. Lake County, Florida By: <u>[Signature]</u> Contracting Officer II <u>2-25-19</u> Date
10. Distribution: Original - Bid No. 17-0606G Copies - Contractor Contracting Officer	

OFFICE OF PROCUREMENT SERVICES
P.O. BOX 7800 • 315 W. MAIN ST., TAVARES, FL 32778 • P 352.343.9839 • F 352.343.9473
Board of County Commissioners • www.lakecountyfl.gov

TIMOTHY I. SULLIVAN
District 1

SEAN M. PARKS, AICP, QEP
District 2

WENDY R. BREEDEN
District 3

LESLIE CAMPIONE
District 4

JOSH BLAKE
District 5



MODIFICATION OF CONTRACT

1. Modification No.: 2 Effective Date: April 13, 2018	2. Contract No.: 17-0606G Effective Date: June 1, 2017
3. Contracting Officer: Amy Munday Telephone Number: (352) 343-9765	5. Contractor Name and Address: Municipal Emergency Services (MES) 3789 62 Ave. North Pinellas Park, Florida 33781 Attn: Jaime Robinson - Regional Vice President
4. Issued By: Procurement Services Lake County Administration Building 315 W. Main St., Suite 441 Tavares, Florida 32780-2800	
6. SPECIAL INSTRUCTIONS: Contractor is required to sign Block 8 showing acceptance of the below written modification and return this form to address shown in Block 4 within ten (10) days after receipt, preferably by certified mail to ensure a system of positive receipts. Retain a photocopy of the signed copy of this modification and attach to original of contract, which was previously provided.	
7. DESCRIPTION OF MODIFICATION: Contract modification to reflect cost increase from Hurst: Hurst front: 15% and Labor \$60 to Hurst 5% and Labor \$85 Hurst Parts from: 15% and \$60 to Hurst 5% and Labor \$85. Hurst Service Per Set from: \$550 and labor \$60 to Hurst Service Per Set to: \$750 and Labor \$85.	
8. Contractor's Signature REQUIRED Name: <u>Jaime Robinson</u> Title: <u>Regional VP</u> Date: <u>4/30/2018</u>	9. Lake County, Florida By: <u>Amy Munday</u> Contracting Officer II Date: <u>5/1/18</u>
10. Distribution: Original - Bid No. 17-0606G Copies - Contractor Contracting Officer	

FINANCIAL & ADMINISTRATIVE SERVICES - DIVISION OF PROCUREMENT SERVICES
P.O. BOX 2800 • 515 W. MAIN ST., TAVARES, FL 32780 • P 352.343.9765 • F 352.343.6973
Board of County Commissioners • www.lakecountypa.gov

TIMOTHY J. SULLIVAN
Director I

JEAN M. PARKS, esq. *esq.*
Director J

WENDY Z. BRIDGES
Director I

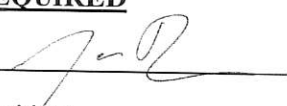
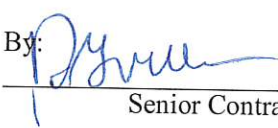
LENN CAMPBELL
Director I

JOHN BLAKE
Director I



LAKE COUNTY FLORIDA

MODIFICATION OF CONTRACT

1. Modification No.: 1 Effective Date: July 1, 2018	2. Contract No.: 17-0606G Effective Date: June 1, 2017
3. Contracting Officer: Donna Villinis, CPPB Telephone Number: (352) 343-9765	5. Contractor Name and Address: Municipal Emergency Services (MES) 3789 62 Ave. North Pinellas Park, Florida 33781 Attn: Jaime Robinson – Regional Vice President
4. Issued By: Procurement Services Lake County Administration Building 315 W. Main St., Suite 441 Tavares, Florida 32778-7800	
6. SPECIAL INSTRUCTIONS: Contractor is required to sign Block 8 showing acceptance of the below written modification and <u>return this form</u> to address shown in Block 4 within ten (10) days after receipt, preferably by certified mail to ensure a system of positive receipts. Retain a photocopy of the signed copy of this modification and attach to original of contract, which was previously provided.	
7. DESCRIPTION OF MODIFICATION: Contract modification to extend for one (1) year expiring June 30, 2019.	
8. Contractor's Signature <u>REQUIRED</u> Name: <u>Jamie Robinson</u>  Title: <u>Regional Vice president</u> Date: <u>1/30/2018</u>	9. Lake County, Florida By:  <u>Senior Contracting Officer</u> <u>1-31-18</u> Date
10. Distribution: Original - Bid No. 17-0606G Copies - Contractor Contracting Officer	

FISCAL & ADMINISTRATIVE SERVICES – DIVISION OF PROCUREMENT SERVICES
P.O. BOX 7800 • 315 W. MAIN ST., TAVARES, FL 32778 • P 352.343.9839 • F 352.343.9473
Board of County Commissioners • www.lakecountyfl.gov

TIMOTHY I. SULLIVAN
District 1

SEAN M. PARKS, AICP, QEP
District 2

WENDY R. BREEDEN
District 3

LESLIE CAMPIONE
District 4

JOSH BLAKE
District 5



CONTRACT NO. 17-0606G

Fire Equipment Parts – Supplies - Service

LAKE COUNTY, FLORIDA, a political subdivision of the state of Florida, its successors and assigns through its Board of County Commissioners (hereinafter "County") does hereby accept, with noted modifications, if any, the bid of Municipal Emergency Services (hereinafter "Contractor") to supply fire equipment parts, supplies, and services to the County pursuant to County Bid number 17-0606 (hereinafter "Bid"), addenda nos. 1 and 2, opening date 12/13/2016 and Contractor's Bid response thereto with all County Bid provisions governing.

A copy of the Contractor's signed Bid is attached hereto and incorporated herein, thus making it a part of this Contract except that any items not awarded have been struck through.

No financial obligation under this contract shall accrue against the County until a specific purchase transaction is completed pursuant to the terms and conditions of this contract.

Contractor shall submit the documents hereinafter listed prior to commencement of this Contract: Insurance Certificate – an acceptable insurance certificate (in accordance with Section 1.8 of Bid) must be received and approved by County Risk Management prior to any purchase transactions against the contract.

The County's Procurement Services Manager shall be the sole judge as to the fact of the fulfillment of this Contract, and upon any breach thereof, shall, at his or her option, declare this contract terminated, and for any loss or damage by reason of such breach, whether this Contract is terminated or not, said Contractor and their surety for any required bond shall be liable.

This Contract is effective from July 1, 2017 through June 30, 2018 except the County reserves the right to terminate this Contract immediately for cause and/or lack of funds and with thirty (30) day written notice for the convenience of the County. This Contract provides for four (4) one year renewals at Lake County's sole option at the terms noted in the Bid.

Any and all modifications to this Contract must be in writing signed by the County's Procurement Services Manager.

LAKE COUNTY, FLORIDA

By: [Signature]
Senior Contracting Officer

Date: 3-21-2017
4-4-17

Distribution: Original-Bid File
Copy-Contractor
Copy-Department

Original



MES - Florida
3789 62nd Ave N
Pinellas Park, FL 33781
Toll Free: 877-MES-FIRE
Phone: 727-521-2135
Fax: 727-525-1819

INVITATION TO BID (ITB)
FIRE EQUIPMENT – PARTS – SUPPLIES – SERVICE
ITB NUMBER 17-0606

Original



LAKE COUNTY FLORIDA

INVITATION TO BID (ITB)

FIRE EQUIPMENT - PARTS - SUPPLIES - SERVICE

ITB Number: 17-0606 Contracting Officer: D. Villinis
 Bid Due Date: December 13, 2016 Pre-Bid Conf. Date: Not Applicable
 Bid Due Time: 3:00 p.m. ITB Issue Date: October 24, 2016

TABLE OF CONTENTS	
SECTION 1: Special Terms and Conditions	2
SECTION 2: Statement of Work	14
SECTION 3: General Terms and Conditions	16
SECTION 4: Pricing/Certifications/Signatures	20
SECTION 5: Attachments	23

SPECIFIC SOLICITATION REQUIREMENTS ARE AS NOTED BELOW:	
Proposal and/or Performance Bond:	Not applicable to this ITB
Certificate of Competency/License:	Not applicable to this ITB
Indemnification/Insurance:	Section 1.8
Pre-Bid Conference/Walk-Thru:	Not applicable to this ITB

At the date and time specified above, all bids that have been received in a timely manner will be opened, recorded, and accepted for consideration. The names of the bidders submitting bids will be read aloud and recorded. The bids will be available for inspection during normal business hours in the Office of Procurement Services thirty (30) calendar days after the official bid due date. When countersigned by an authorized County representative, this document and any specifically identified attachments may form the contract document binding the parties to all performance specified herein.

Vendors shall complete and return the entirety of this ITB Document, and attach all other information requested in this ITB document (See Provision 1.13). Failure to sign the bid response, or to submit the bid response by the specified time and date, may be cause for rejection of the bid.

NO-RESPONSE REPLY

If any vendor does not want to respond to this solicitation at this time, or, would like to be removed from Lake County's Vendor List, please mark the appropriate space, complete name below and return this page only.

- ☐ Not interested at this time; keep our firm on Lake County's Vendors List for future solicitations for this product / service
- ☐ Please remove our firm from Lake County's Vendor's List for this product / service.

VENDOR IDENTIFICATION

Company Name: _____ Phone Number: _____
 E-mail Address: _____ Contact Person: _____

Section 1.1: Purpose

The purpose of this solicitation is to establish multiple term and supply contracts for the purchase of various brands of parts, supplies, equipment, and services used by the County on an as needed basis in conjunction with its public safety needs.

This is an indefinite quantity contract with no guarantee goods or services will be required. The County does not guarantee a minimum or maximum dollar amount to be expended on any contract(s) resulting from this Invitation to Bid (ITB).

Section 1.2: Designated Procurement Representative

Questions concerning any portion of this solicitation shall be directed in writing [fax and e-mail accepted] to the below named individual who shall be the official point of contact for this solicitation. To ensure reply, questions should be submitted no later than seven (7) working days before the bid due date.

Donna Villinis, CPPB, Senior Contracting Officer
Lake County BCC
Office of Procurement Services
315 W. Main Street, Room 441
PO BOX 7800
Tavares, FL 32778-7800

Phone: 352-343-9839 Fax: 352-343-9473
E-mail: dvillinis@lakecountyfl.gov

No answers given in response to questions submitted shall be binding upon this solicitation unless released in writing as an addendum to the solicitation by the Lake County Office of Procurement Services.

Section 1.3: Method of Award

The County intends to award multiple contracts under this solicitation to maximize coverage for the variety of brands it purchases for its operations. It is anticipated that multiple vendors may be awarded for the same brand. In this case, the County may request quotes from vendors under contract for the same brand if discounts are equal or if stocking issues are concerns.

As the best interests of the County may require, the County reserves the right to reject any and all offers or to waive any minor irregularity or technicality in bids received.

Section 1.4: Pre-Bid Conference / Site Visits

Not applicable to this solicitation.

Section 1.5: Term of Contract

This contract shall commence on the first calendar day of the month succeeding approval of the contract by the Board of County Commissioners, or designee, unless otherwise stipulated in the Notice of Award Letter distributed by the County's Office of Procurement Services; and contingent upon the completion and submittal of all required pre-award documents. The initial contract term shall remain in effect for twelve (12) months, and then the contract will remain in effect until completion of the expressed and/or implied warranty period. The contract pricing resultant from this solicitation shall prevail for the full duration of the initial contract term unless otherwise indicated elsewhere in this document.

Section 1.6: Option to Renew

The County shall have the option to renew this contract for four (4) additional one (1) year period(s). Prior to the completion of each exercised term of this contract, the vendor shall be notified in writing of the County's intent to renew. It is the vendor's responsibility to request any pricing adjustment in writing under this provision at the time of renewal. The vendor's written request for adjustment should be submitted at least thirty (30) calendar days prior to expiration of the then current contract term. The vendor adjustment request must clearly substantiate the requested increase (with copies of manufacturer's invoices, notices of price increases, etc.). If no adjustment request is received from the vendor, the County will assume that the vendor has agreed that the optional term may be exercised without pricing adjustment. Any adjustment request received after the commencement of a new option period shall not be considered.

The County reserves the right to reject any written price adjustments submitted by the vendor and/or to not exercise any otherwise available option period based on such price adjustments. Continuation of the contract beyond the initial period, and any option subsequently exercised, is a County prerogative, and not a right of the vendor. This prerogative will be exercised only when such continuation is clearly in the best interest of the County.

Section 1.7: Method of Payment

Invoices shall be sent to the County user department(s) that requested the items through a purchase order. The date of the invoice shall not exceed thirty (30) calendar days from the delivery of the goods or services. Under no circumstances shall the invoice be submitted to the County in advance of the delivery and acceptance of the items. In addition to the general invoice requirements stated below, the invoice shall reference, or include a copy of, the corresponding delivery ticket number or packing slip number that was signed by an authorized representative of the County user department at the time the items were delivered and accepted.

All invoices shall contain the contract and/or purchase order number, date and location of delivery or service, and confirmation of acceptance of the goods or services by the appropriate

County representative. Failure to submit invoices in the prescribed manner will delay payment, and the vendor may be considered in default of contract and its contract may be terminated. Payments shall be tendered in accordance with the Florida Prompt Payment Act, Part VII, Chapter 218, Florida Statutes.

Section 1.8: Insurance

Each vendor shall include in its solicitation response package proof of insurance capabilities, including but not limited to, the following requirements: [This does not mean that the vendor must have the coverage prior to submittal, but, that the coverage must be in effect prior to a purchase order or contract being executed by the County.]

An original certificate of insurance, indicating that the awarded vendor has coverage in accordance with the requirements of this section, shall be furnished by the vendor to the Contracting Officer within five (5) working days of such request and must be received and accepted by the County prior to contract execution and/or before any work begins.

The vendor shall provide and maintain at all times during the term of any contract, without cost or expense to the County, policies of insurance, with a company or companies authorized to do business in the State of Florida, and which are acceptable to the County, insuring the vendor against any and all claims, demands or causes of action whatsoever, for injuries received or damage to property relating to the performance of duties, services and/or obligations of the vendor under the terms and provisions of the contract. The vendor is responsible for timely provision of certificate(s) of insurance to the County at the certificate holder address evidencing conformance with the contract requirements at all times throughout the term of the contract.

Such policies of insurance, and confirming certificates of insurance, shall insure the vendor is in accordance with the following minimum limits:

General Liability insurance on forms no more restrictive than the latest edition of the Occurrence Form Commercial General Liability policy (CG 00 01) of the Insurance Services Office or equivalent without restrictive endorsements, with the following minimum limits and coverage:

Each Occurrence/General Aggregate	\$500,000
Products-Completed Operations	\$500,000
Personal & Adv. Injury	\$500,000
Fire Damage	\$50,000
Medical Expense	\$5,000
Contractual Liability	Included

Automobile liability insurance, including all owned, non-owned, scheduled and hired autos with the following minimum limits and coverage:

Combined Single Limit	\$300,000
or	
Bodily Injury (per person)	\$100,000
Bodily Injury (per accident)	\$300,000

SECTION 1 – SPECIAL TERMS AND CONDITIONS

ITB Number: 17-0606

Property Damage

\$100,000

Workers' compensation insurance based on proper reporting of classification codes and payroll amounts in accordance with Chapter 440, Florida Statutes, and/or any other applicable law requiring workers' compensation (Federal, maritime, etc.) If not required by law to maintain workers compensation insurance, the vendor must provide a notarized statement that if he or she is injured, he or she will not hold the County responsible for any payment or compensation.

Employers Liability insurance with the following minimum limits and coverage:

Each Accident	\$100,000
Disease-Each Employee	\$100,000
Disease-Policy Limit	\$500,000

Lake County, a Political Subdivision of the State of Florida, and the Board of County Commissioners, shall be named as additional insured as their interest may appear on all applicable liability insurance policies.

The certificate(s) of insurance, shall provide for a minimum of thirty (30) days prior written notice to the County of any change, cancellation, or nonrenewal of the provided insurance. It is the vendor's specific responsibility to ensure that any such notice is provided within the stated timeframe to the certificate holder.

If it is not possible for the Vendor to certify compliance, on the certificate of insurance, with all of the above requirements, then the Vendor is required to provide a copy of the actual policy endorsement(s) providing the required coverage and notification provisions.

Certificate(s) of insurance shall identify the applicable solicitation (ITB/RFP/RFQ) number in the Description of Operations section of the Certificate.

Certificate holder shall be:

LAKE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF
FLORIDA, AND THE BOARD OF COUNTY COMMISSIONERS
P.O. BOX 7800
TAVARES, FL 32778-7800

Certificates of insurance shall evidence a waiver of subrogation in favor of the County, that coverage shall be primary and noncontributory, and that each evidenced policy includes a Cross Liability or Severability of Interests provision, with no requirement of premium payment by the County.

The Vendor shall be responsible for subcontractors and their insurance. Subcontractors are to provide certificates of insurance to the prime vendor evidencing coverage and terms in accordance with the Vendor's requirements.

SECTION 1 – SPECIAL TERMS AND CONDITIONS

ITB Number: 17-0606

All self-insured retentions shall appear on the certificate(s) and shall be subject to approval by the County. At the option of the County, the insurer shall reduce or eliminate such self-insured retentions, or the vendor or subcontractor shall be required to procure a bond guaranteeing payment of losses and related claims expenses.

The County shall be exempt from, and in no way liable for, any sums of money, which may represent a deductible or self-insured retention in any insurance policy. The payment of such deductible or self-insured retention shall be the sole responsibility of the vendor and/or subcontractor providing such insurance.

Failure to obtain and maintain such insurance as set out above will be considered a breach of contract and may result in termination of the contract for default.

Neither approval by the County of any insurance supplied by the vendor or Subcontractor(s), nor a failure to disapprove that insurance, shall relieve the vendor or Subcontractor(s) of full responsibility for liability, damages, and accidents as set forth herein.

Section 1.9: Bonding Requirements

Not applicable to this solicitation.

Section 1.10: Delivery

The vendor shall make deliveries within ten (10) calendar days after the date of the order. All deliveries shall be made in accordance with good commercial practice and all required delivery timeframes shall be adhered to by the vendor(s), except in such cases where the delivery will be delayed due to acts of God, strikes, or other causes beyond the control of the vendor. In these cases, the vendor shall notify the County of the delays in advance of the original delivery date so that a revised delivery schedule can be appropriately considered by the County.

Delivery of emergency orders shall be within forty-eight (48) hours. No stock deliveries will be accepted on Saturdays, Sundays, or County holidays. The ordering department will advise vendor if the order is an emergency when placed.

Should the vendor(s) to whom the contract(s) is awarded fail to deliver the required goods or services under a specific order in the number of days stated above, the County reserves the right to cancel the specific order under the contract on a default basis after any back order period that has been specified in this contract has lapsed. If the specific order is so terminated, it is hereby understood and agreed that the County has the authority to purchase the goods elsewhere and to charge the incumbent vendor with any re-procurement costs. If the vendor fails to honor these re-procurement costs, the County may terminate the contract in its entirety for default.

Certain County employees may be authorized in writing to pick-up materials under this contract. Vendors shall require presentation of this written authorization. The vendor shall maintain a copy of the authorization. If the vendor is in doubt about any aspect of material pick-up, vendor shall contact the appropriate user department to confirm the authorization.

Section 1.10.1: Shipping Terms, F.O.B. Destination- Inside Delivery

The F.O.B. point for any product ordered as a result of this solicitation shall be **F.O.B.: DESTINATION – INSIDE DELIVERY**. The title for each item will pass from the contractor to the County only after the County receives AND accepts each item. Delivery will not be complete until the County has accepted each item. Delivery to a common carrier shall not constitute delivery to the County. Any transportation dispute shall be between the contractor and the carrier. The County will not consider any bid or proposal showing a F.O.B. point other than F.O.B.: Destination – Inside Delivery.

Section 1.10.2: Back Orders

If the vendor cannot deliver an ordered item in accordance with the scheduled delivery date due to a current existing backorder of that item with the vendor's manufacturer or distributor; the vendor shall insure that such back orders are filled within ten (10) calendar days from the initial scheduled delivery date for the item. The vendor shall not invoice the County for back ordered items until such back orders are delivered and accepted by the County's authorized representative. It is understood and agreed that the County may, at its discretion, verbally cancel back orders after the grace period identified in this paragraph has lapsed, seek the items from another vendor, and charge the incumbent vendor under this contract for any directly associated re-procurement costs. If the vendor fails to honor these re-procurement costs, the County may terminate the contract for default.

Section 1.11: Acceptance of Goods or Services

The product(s) delivered as a result of an award from this solicitation shall remain the property of the contractor, and services rendered under the contract will not be deemed complete, until a physical inspection and actual usage of the product(s) and/or service(s) is (are) accepted by the County and shall be in compliance with the terms herein, fully in accord with the specifications and of the highest quality.

Any goods and/or services purchased as a result of this solicitation and/or contract may be tested/inspected for compliance with specifications. In the event that any aspect of the goods or services provided is found to be defective or does not conform to the specifications, the County reserves the right to terminate the contract or initiate corrective action on the part of the vendor, to include return of any non-compliant goods to the vendor at the vendor's expense, requiring the vendor to either provide a direct replacement for the item, or a full credit for the returned item. The vendor shall not assess any additional charge(s) for any conforming action taken by the County under this clause. The County will not be responsible to pay for any product or service that does not conform to the contract specifications.

In addition, any defective product or service or any product or service not delivered or performed by the date specified in the purchase order or contract, may be procured by the County on the open market, and any increase in cost may be charged against the awarded contractor. Any cost incurred by the County in any re-procurement plus any increased product or service cost shall be withheld from any monies owed to the contractor by the County for any contract or financial obligation.

Section 1.11.1: Deficiencies to be corrected by the Vendor

The vendor shall promptly correct all apparent and latent deficiencies and/or defects in work, and/or any work that fails to conform to the contract documents regardless of project completion status. All corrections shall be made within ten (10) calendar days after such rejected defects, deficiencies, and/or non-conformances are verbally reported to the vendor by the County's project administrator, who may confirm all such verbal reports in writing. The vendor shall bear all costs of correcting such rejected work. If the vendor fails to correct the work within the period specified, the County may, at its discretion, notify the vendor, in writing, that the vendor is subject to contractual default provisions if the corrections are not completed to the satisfaction of the County within ten (10) calendar days of receipt of the notice. If the vendor fails to correct the work within the period specified in the notice, the County shall place the vendor in default, obtain the services of another vendor to correct the deficiencies, and charge the incumbent vendor for these costs, either through a deduction from the final payment owed to the vendor or through invoicing. If the vendor fails to honor this invoice or credit memo, the County may terminate the contract for default.

Section 1.12: Warranty

The vendor agrees that, unless expressly stated otherwise in the bid or proposal, the product and/or service furnished as a result of an award from this solicitation shall be covered by the most favorable commercial warranty the vendor gives to any customer for comparable quantities of products and/or services and the rights and remedies provided herein are in addition to said warranty and do not limit any right afforded to the County by any other provision of this solicitation.

The vendor hereby acknowledges and agrees that all materials, except where recycled content is specifically requested, supplied by the vendor in conjunction with this solicitation and resultant contract shall be new, warranted for their merchantability, and fit for a particular purpose.

Section 1.13: Delivery of Solicitation Response

Unless a package is delivered by the vendor in person, all incoming mail from the U.S. Postal Service and any package delivered by a third party delivery organization (FedEx, UPS, DHL, private courier, etc.) will be opened for security and contamination inspection by the Lake County Clerk of the Circuit Court Mail Receiving Center in an off-site secure controlled facility prior to delivery to any Lake County Government facility, which includes the Lake County Office of Procurement Services.

To be considered for award, a bid or proposal must be received and accepted in the Office of Procurement Services prior to the date and time established within the solicitation. A response will not be considered for award if received in the Office of Procurement Services after the official due date and time regardless of when or how it was received by the Lake County Clerk of Court Mail Receiving Center. Allow sufficient time for transportation and inspection.

The exterior of each envelope/package shall be clearly marked with the bidder's name and address, and the solicitation number and title. Ensure that your bid or proposal is securely sealed

SECTION 1 – SPECIAL TERMS AND CONDITIONS

ITB Number: 17-0606

in an opaque envelope/package to provide confidentiality of the bid or proposal prior to the due date stated in the solicitation.

If you plan on submitting your bid or proposal **IN PERSON**, please bring it to:

LAKE COUNTY PROCUREMENT SERVICES
315 W. MAIN STREET
4TH FLOOR, ROOM 441
TAVARES, FLORIDA

If you submit your bid or proposal by the **UNITED STATES POSTAL SERVICE (USPS)**, please mail it to:

LAKE COUNTY PROCUREMENT SERVICES
PO BOX 7800
TAVARES, FL 32778-7800

If you submit your bid or proposal by a **THIRD PARTY CARRIER** such as FedEx, UPS, or a private courier, please send it to:

LAKE COUNTY PROCUREMENT SERVICES
MAIL RECEIVING CENTER
32400 COUNTY ROAD 473
LEESBURG, FL 34788

Facsimile (fax) or electronic submissions (e-mail) will not be accepted.

Section 1.14: Completion Requirements for Bids

The bid submittal shall consist of this entire ITB document, with required sections completed by the vendor. Ensure that you sign the bid in the certification box in Section 4. **One (1) signed original, two (2) complete hardcopies, and one electronic copy (jump drive/CD) of the bid shall be sealed and delivered to the Office of Procurement Services no later than the official bid due date and time. Any bid received after this time will not be considered and will be returned unopened to the submitter.** The County is not liable or responsible for any costs incurred by any Bidder in responding to this ITB including, without limitation, costs for product and/or service demonstrations if requested.

When you submit your bid, you are making a binding offer to the County and are agreeing to all of the terms and conditions in this Invitation to Bid. Use only the form(s) provided in this document. If you make any change to the content or format of any form, the County may disqualify your offer. All information shall be legible and either written in ink or typewritten. If you make a correction or change on any document, the person signing the bid proposal must initial the change. The bid shall be manually signed in **BLUE INK** by an official authorized to legally bind the Bidder to its provisions.

COMPLETION OF BID PACKAGE: The vendor shall complete all required entries in Section 4 of the bid form such as, but not limited to, pricing pages, signature, certifications, references, and acknowledgement of any solicitation addenda. The vendor shall submit the entire solicitation with all Section 4 entries completed in the number of copies specified to the address specified in this solicitation. The vendor shall also submit any supporting documents (to include proof of insurability and provision of bid bonds as required), samples, and/or descriptive literature required by any of the provisions in Section 2 of the solicitation in a separate sealed envelope / package marked "Literature for Bid 17-0606." Do not indicate bid prices on literature.

Specific Completion Directions:

- The bid submittal shall consist of this entire ITB document, with required sections completed by the vendor.
- Complete the requested information at the bottom of the ITB cover page (page 1).
- Pricing shall be completed as directed within Section 4.
- Initial and date in **BLUE INK** the appropriate space(s) in Section 4 for each addendum (if any) issued for this ITB.
- Insert any prompt payment discount that you will offer. Note payment terms are NET 30 DAYS otherwise.
- Complete the reference form (include at least three references) contained within the solicitation as Attachment 1.
- Complete all certifications, vendor information, and ensure that you sign the bid (in BLUE ink) in the certification box
- Provide proof of insurance in compliance with the stated requirements in section 1.8 by submitting either a certificate of insurance or evidence of insurability.

Section 1.15: Availability of Contract to Other County Departments

Although this solicitation is specific to one or more County Departments, it is hereby agreed and understood that any County department or agency may avail itself of this contract and purchase any and all items specified herein from the vendor(s) at the contract price(s) established herein. Under these circumstances, a contract modification shall be issued by the County identifying the requirements of the additional County department(s).

Section 1.16: Business Hours of Operations

Deliveries shall be made during regular business hours (Monday through Friday, 8:00 a.m. to 5:00 p.m.) No deliveries or work (if vendors provides equipment service) shall be performed after regular business hours or on Saturdays, Sundays, or County holidays except when necessary in an emergency situation, for the proper care and protection of the work already performed, and/or when permission to do such work is secured from the County Department representative. No overtime work shall be started without prior approval of the immediate project manager or his/her designated representative.

Section 1.17: Catalogs/Price Lists

The vendor shall provide its website address on page 21 of Section 4 where product catalogs and price lists are available for viewing and/or downloading.

With the bid submittal, the vendor shall include a CD or thumb drive of the current catalogs and manufacturer's price lists for the brands quoted. Failure to meet this requirement may result in the offer being rejected. Upon request, the vendor shall provide hardcopies of the manufacturer's product catalogs and price lists at no additional cost to the County.

Section 1.18: Compliance with Federal Standards

All items to be purchased under this contract shall be in accordance with all governmental standards, to include, but not be limited to, those issued by the Occupational Safety and Health Administration (OSHA), the National Institute of Occupational Safety Hazards (NIOSH), and the National Fire Protection Association (NFPA).

Section 1.19: Hourly Rates

The hourly rate quoted shall be deemed to provide full compensation to the vendor for labor, equipment use, travel time, and any other element of cost or price. This rate is assumed to be at straight-time for all labor, except as otherwise noted. The vendor shall comply with minimum wage standards, and/or any other wage standards specifically set forth in this solicitation and resultant contract, and any other applicable laws of the State of Florida. If overtime is allowable under this contract, it will be covered under a separate item in the special clauses

Section 1.20: Labor, Materials, and Equipment Shall be Supplied by the Vendor

Unless otherwise stated in this solicitation, for service to be performed, the vendor shall furnish all labor, material and equipment necessary for satisfactory contract performance. When not specifically identified in the technical specifications, such materials and equipment shall be of a suitable type and grade for the purpose. All material, workmanship, and equipment shall be subject to the inspection and approval of the County's Project Manager.

Section 1.21: Purchase of Other Brands

Although this solicitation and resultant contract identifies specific brands, it is hereby understood and agreed that additional brand(s) may be added to this contract at the option of the County. Under these circumstances, a County representative will contact vendor(s) to obtain a quote for the additional brand(s). If the discount proposed by the vendor for the additional brand(s) is considered to be fair and reasonable, then the brand(s) would be added to the contract through the issuance of a modification to the contract.

The incumbent vendor(s) has/have no exclusive right to provide these additional brand(s). The County reserves the right to award additional brand(s) to the lowest priced contract vendor, to multiple contact vendors, or to acquire the items through a separate solicitation if it determines

the price discount offered is not fair or reasonable or for other reasons at the County's sole discretion.

Section 1.22: Rebates and Special Promotions

All rebates and special promotions offered by a manufacturer during the term of the contract shall be passed on by the vendor(s) to the County. It shall be the responsibility of the vendor to notify the County of such rebates and/or special promotions during the contract period.

Special promotions shall be offered by the vendor(s) to the County provided that the new price charged for the item(s) is lower than would otherwise be available through the contract. It is understood that these special promotions may be of a limited duration. At the end of such promotion, the standard contract price shall prevail.

Section 1.23: Repair and Parts Manuals to be Provided

The vendor shall supply the County with a minimum of one (1) comprehensive repair and parts manual which identify the component parts, and which describe the appropriate process for repairing the equipment purchased by the County in conjunction with this solicitation. The manuals shall be supplied prior to, or upon, delivery of the equipment. Final payment shall be withheld until such time as these manuals are received by the County.

Section 1.24: Risk of Loss

The vendor assumes the risk of loss of damage to the County's property during possession of such property by the vendor, and until delivery to, and acceptance of, that property to the County. The vendor shall immediately repair, replace or make good on the loss or damage without cost to the County, whether the loss or damage results from acts or omissions (negligent or not) of the vendor or a third party.

The vendor shall indemnify and hold the County harmless from any and all claims, liability, losses and causes of action which may arise out of the fulfillment of this contract. The vendor shall pay all claims and losses of any nature whatsoever in connection therewith, and shall defend all suits, in the name of the County when applicable, and shall pay all costs and judgments which may issue thereon.

Section 1.25: Safety

The vendor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work and for complying with all requirements of the Occupational Safety and Health Administration Act (OSHA). The vendor shall take all necessary precautions for the safety of and shall provide the necessary protection to prevent damage, injury or loss to persons or property.

The vendor shall provide all standard equipment, work operations, safety equipment, personal protective equipment, and lighting required or mandated by State, Federal, OSHA, or Americans with Disabilities Act of 1990 (ADA) regulations.

The vendor shall designate a competent person of its organization whose duty shall be the prevention of accidents at this site. This person shall be literate and able to communicate fully in the English language because of the necessity to read job instructions and signs, as well as the need for conversing with management personnel. This person shall be the vendor's superintendent unless otherwise designated in writing by the vendor to the Contract Manager.

Section 1.26: Special Notice to Vendors Regarding Federal and/or State Requirements

Upon award of a contract resulting from this solicitation, the vendor shall utilize the U.S. Department of Homeland Security's E-Verify system in accordance with the terms governing use of the system to confirm the employment eligibility of:

- 1) All persons employed by the vendor during the term of the contract to perform employment duties within Lake County; and
- 2) All persons, including subcontractors, assigned by the vendor to perform work pursuant to the contract.

Section 1.27: Training

When applicable, the vendor shall supply the County with a minimum of one (1) comprehensive training manual which describes the appropriate use of the equipment purchased by the County in conjunction with this solicitation. The manual(s) shall be included with the equipment upon delivery. Final payment shall be withheld until such time as these manuals are received by the County.

Upon request, the vendor shall provide an intensive training program to County employees regarding the use of the products or services supplied by the vendor in conjunction with this solicitation. This training shall be no additional charge to the County. The vendor shall bear all costs of registration fees and manuals and texts, or other instructional materials associated with the required training.

Section 1.28: Wage Rates

Under this contract, the wage rate paid to all laborers, mechanics and apprentices employed by the vendor for the work under the contract, shall not be less than the prevailing wage rates for similar classifications of work as established by the Federal Government and enforced by the U.S. Department of Labor, Wages and Hours Division, and Florida's Minimum Wage requirements in Article X, Section 24 (f) of the Florida Constitution and enforced by the Florida Legislature by statute or the state Agency For Workforce Innovation by rule, whichever is higher.

SCOPE OF SERVICES**General Requirements**

It is the intent of the County to establish multiple contracts for its annual requirements for fire equipment, parts, supplies, and/or services for the County's Public Safety Department, Fire Rescue Division, and the County's Fleet Management Division.

The vendor hereby acknowledges and agrees that all parts and/or materials supplied by the vendor in conjunction with this solicitation and resultant contract shall be new, warranted for their merchantability, and fit for a particular purpose unless recycled, used, or remanufactured goods are specifically requested or approved at the time the order is placed.

Emergency/Disaster deliveries may be required during non-business hours. Vendors shall submit a contact person's name and telephone number where requested in the Pricing Section for emergency orders.

It is the vendor's responsibility to ensure that the County has received the latest version of any MSDS required by 29 CFR 1910.1200 with the first shipment of any hazardous material. Also, at any time the content of an MSDS is revised, the vendor shall promptly provide a new MSDS to the County with the new information relevant to the specific material.

The vendor shall be required to furnish price lists on jump drive or CD upon request from the Public Safety Department or Fleet Management Division at no charge. This price list shall provide descriptive literature, technical data and service information for items awarded. Time of delivery for these lists shall be mutually agreed upon by the vendor and the County representative.

Repair Services

Unless otherwise stated in this solicitation, the vendor shall furnish all labor, material and equipment necessary for satisfactory contract performance. When not specifically identified in the technical specifications, such materials and equipment shall be of a suitable type and grade for the purpose. The vendor(s) shall possess all special hand tools and special equipment recommended by the equipment and part manufacturer(s) to effectively and efficiently make repairs. The vendor(s) shall abide by OSHA requirements and the staff assigned to the County's projects shall be ASE or factory certified. All material, workmanship, and equipment shall be subject to the inspection and approval of the Public Safety Department.

Vendor(s) shall be required to submit a written estimate for each prospective project under this contract before a work order for that specific project is issued. The estimate must reflect the regular hourly wages for each classification represented in this contract, and the percentage discounts or mark-ups for materials and equipment that were quoted by the vendor on its initial offer or the most current contract pricing. The estimate shall be itemized by the number of work hours per classification, and by the cost of materials and equipment. Lump sum estimates will not be accepted. If multiple vendors are available to quote an estimate for the specific work, the County reserves the right to award the project based on the lowest written estimate, or to reject all estimates when such action is determined to be in the best interests of the County, and obtain the required services from another source of supply.

SECTION 2 – STATEMENT OF WORK

ITB Number: 17-0606

Upon approval of the estimate, the County's authorized representative shall generate and issue a Work Order for the specific repair project. The Work Order shall include the scope of work to be completed. For purposes of identification and payment, the Work Order shall be numbered and dated. The vendor's name shall then be entered on the Work Order and that order will then be issued to the vendor. The Work Order shall also direct the vendor to commence work on a certain day and it shall specify the amount of time allotted for completion of work covered by the Work Order. All work covered by a Work Order shall constitute a Contract Schedule.

Delivery Locations

Fire Rescue Vehicle Maintenance/Fleet Division
25028 Kirkwood Avenue
Astatula, FL 34705

Department of Public Safety
Fire Station No. 20
37711 SR 19
Umatilla, FL 32784

Department of Public Safety
315 W Main St
Suite 411
Tavares, FL 32778

County Fleet Management Division
20423 Independence Boulevard
Groveland, FL 34736

3.1 DEFINITIONS

Addenda: A written change to a solicitation.

Bid: Shall refer to any offer(s) submitted in response to this ITB.

Bidder: Refers to any entity that submitted a bid under an ITB.

Contract: The agreement to perform the services set forth in this solicitation. The contract will be comprised of the solicitation document signed by both parties with any addenda and other attachments specifically incorporated.

Contractor: The vendor to which award has been made.

County: Shall refer to Lake County, Florida.

Invitation to Bid (ITB): Shall mean this solicitation document, including any and all addenda. An ITB contains well-defined terms, conditions, and specifications, and is awarded to the lowest priced responsive and responsible bidder.

Modification: A written change to a contract.

Responsible: Refers to a bidder that has the capacity and capability to perform the work required under an Invitation to Bid, and is otherwise eligible for award.

Responsive: Refers to a bidder that has taken no exception or deviation from the terms, conditions, and specifications in an ITB.

Solicitation: The written document requesting either bids or proposals from the marketplace.

Vendor: A general reference to any entity responding to this solicitation or performing under any resulting contract.

The County has established that the words "shall", "must", or "will" are equivalent within this ITB and indicate a mandatory requirement which shall not be waived by the County.

3.2 INSTRUCTIONS TO BIDDERS**A. Bidder Qualification**

It is the policy of the County to encourage full and open competition among all available qualified vendors. All vendors regularly engaged in the type of work specified in the solicitation are encouraged to submit bids. To be recommended for award the County requires that vendors provide evidence of compliance with the requirements below upon request:

1. Disclosure of Employment
2. Disclosure of Ownership
3. Drug-Free Workplace
4. W-9 and 8109 Forms – The vendor must furnish these forms upon request as required by the Internal Revenue Service.
5. Social Security Number – The vendor must provide a copy of the primary owner's social security card if the social security number is being used in lieu of the Federal Identification Number (F.E.I.N.)
6. Americans with Disabilities Act (A.D.A.)
7. Conflict of Interest
8. Debarment Disclosure Affidavit
9. Nondiscrimination
10. Family Leave
11. Antitrust Laws – By acceptance of any contract, the vendor agrees to comply with all applicable antitrust laws.

B. Public Entity Crimes

Pursuant to Section 287.133(2)(a) of the Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 of the Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

C. Request for Additional Information

Any communication or inquiries, except for clarification of process or procedure already contained in the solicitation, are to be made in writing to the attention of the procurement representative identified in the solicitation no later than five (5) working days prior to the bid due date. Such inquiries shall contain the requester's name, address, and telephone number. The Procurement Services Office

may issue an addendum in response to any inquiry received, prior to bid opening, which changes, adds to, or clarifies the terms, provisions, or requirements of the solicitation. The bidder should not rely on any statement or explanation whether written or verbal, other than those made in this solicitation document or in any addenda issued. Where there appears to be a conflict between this solicitation and any addenda, the last addendum issued shall prevail. It is the bidder's responsibility to ensure receipt and to acknowledge all addenda and any accompanying documentation. Failure to acknowledge each addendum may prevent the bid from being considered for award.

D. Contents of Solicitation and Bidders' Responsibilities

It is the responsibility of the bidder to become thoroughly familiar with the requirements, terms, and conditions of this solicitation. Stated unawareness of contractual terms and conditions will not be accepted as a basis for varying the requirements of the County or the amount to be paid to the vendor.

E. Restricted Discussions

From the date of issuance of this solicitation until final County action, vendors should not discuss the solicitation with any employee, agent, or any other representative of the County except as authorized by the designated procurement representative. The only communications that shall be considered pertinent to this solicitation are written documents from the vendor addressed to the designated procurement representative and relevant documents promulgated by the designated procurement representative.

F. Change to, Withdrawal of, or Mistake in, Bid

Changes to Bid - Prior to bid opening, a bidder may change its bid by submitting a new bid with notice on the firm's letterhead, signed by an authorized agent, stating that the new submittal replaces the original submittal. The new submittal shall contain all information as required for submitting the original bid.

Withdrawal of Bid - A bid may be withdrawn, either physically or by written notice, at any time prior to the bid due date. If withdrawn by written notice, that notice must be addressed to, and received by, the designated procurement representative prior to the bid due date and time. A bid may also be withdrawn after expiration of the specified bid acceptance period, and prior to award, by submitting a letter to the designated procurement representative. The withdrawal letter must be on company letterhead and signed by an authorized agent of the bidder.

Mistake in Bid - Any allegation of mistake in Bid shall be treated on a case-by-case basis. It is to be assumed that any alteration in bid price after receipt of bids will be exceptional in nature, and will be allowed only when substantiated by current legal precedence.

G. Conflicts within the Solicitation

Where there appears to be a conflict between contractual terms and conditions, the technical specifications, the pricing section, or any addendum issued, the order of precedence shall be: last addendum issued, the pricing section, the technical specifications, the special, and then general conditions. It is incumbent upon the vendor to identify such conflicts prior to the bid response date.

H. Prompt Payment Terms

It is the policy of the County that payment for all purchases by County agencies shall be made in a timely manner and that interest payments will be made on late payments in accordance with Part VII, Chapter 218, Florida Statutes, known as the Florida Prompt Payment Act. The bidder may offer cash discounts for prompt payments; however, such discounts will not be considered in determining the lowest price during bid evaluation. Bidders are requested to provide prompt payment terms in the space provided on the signature page of the solicitation.

3.3 PREPARATION OF BIDS

- A. The Pricing Section of this solicitation defines the goods or services to be purchased, and must be completed and submitted with the bid. Use of any other form or alteration of the form may result in the rejection of the bid.
- B. The bid submitted must be legible, and completed using typewriter, computer or ink. Any entry change must be crossed out and initialed in ink. Failure to comply with these requirements may cause the bid to be rejected.

- C. An authorized agent of the bidder's firm must sign the bid. **FAILURE TO SIGN THE BID MAY RENDER THE BID NON-RESPONSIVE.**
- D. The bidder may be considered non-responsive if bids are conditioned to modifications, changes, or revisions to the terms and conditions of this solicitation.
- E. The bidder may submit alternate bid(s) for the same solicitation provided that such offer is allowable under the terms and conditions. The alternate bid must meet or exceed the minimum requirements and be submitted as a separate bid marked "Alternate Bid".
- F. When there is a discrepancy between the unit prices and any extended prices, the unit prices will prevail.
- G. Any bid received after the stipulated bid due date and time through no fault of the County will be considered late, and except under the most exceptional circumstances, not be considered for award.
- H. Unless otherwise specified in the solicitation, prices quoted shall be F.O.B. Destination.

3.4 COLLUSION

Where two (2) or more related parties, as defined herein, each submit a bid for the same contract, or evidence any prior understanding, agreement, or connection in such regard, such bids shall be presumed to be collusive. Related parties shall mean bidder or principals thereof that have a direct or indirect ownership interest in another bidder for the same contract or in which a parent company or the principals thereof of one bidder have a direct or indirect ownership interest in another bidder for the same contract. Bids found to be collusive shall be rejected. Bidders which have been found to have engaged in collusion may be considered non-responsive, and may be suspended or debarred. Any contract resulting from collusive bidding may be terminated for default.

3.5 PROHIBITION AGAINST CONTINGENT FEES

The vendor warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the vendor to solicit or secure the contract and that they have not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the vendor, any consideration contingent upon or resulting from the award or making of the contract.

3.6 CONTRACTING WITH COUNTY EMPLOYEES

Any County employee or member of his or her immediate family seeking to contract with the County shall seek a conflict of interest opinion from the County Attorney prior to submittal of a response to contract with the County. The affected employee shall disclose the employee's assigned function within the County and interest or the interest of his or her immediate family in the proposed contract and the nature of the intended contract.

3.7 INCURRED EXPENSES

This solicitation does not commit the County to award nor be responsible for any cost or expense which may be incurred by any bidder in preparing or submitting a bid, or any cost or expense incurred prior to the execution of a purchase order or contract. By submitting a bid, the bidder also agrees that the County bears no responsibility for any costs of the bidder associated with any administrative or judicial proceedings resulting from this solicitation process.

3.8 COUNTY IS TAX-EXEMPT

When purchasing on a direct basis, the County is generally exempt from Federal Excise Taxes and all State of Florida sales and use taxes. The County will provide an exemption certificate upon request by the seller for such purchases. Except for item(s) specifically identified by the vendor and accepted by the County for direct County purchase under the Sales Tax Recovery Program, contractors doing business with the County are not exempt from paying sales tax to their suppliers for materials needed to fulfill contractual obligations with the County, nor is any vendor authorized to use the County Tax Exemptions for such purchases.

3.9 PROPRIETARY/CONFIDENTIAL INFORMATION

Bidders are hereby notified that all information submitted as part of a bid will be available for public inspection in compliance with

Chapter 119 of the Florida Statutes (the "Public Record Act."). The bidder should not submit any information which the bidder considers proprietary or confidential. The submission of any information to the County in connection with any solicitation shall be deemed conclusively to be a waiver of any protection from release of the submitted information unless such information is exempt or confidential under the Public Records Act.

3.10 CANCELLATION OF SOLICITATION

The County reserves the right to cancel, in whole or in part, any Invitation to Bid when it is in the best interest of the County.

3.11 AWARD

- A. Unless otherwise allowed by statute or ordinance, award will be made to the lowest priced responsive and responsible bidder. The County reserves the right to reject any and all bids, to waive non-material irregularities or technicalities and to re-advertise for all or any part of this solicitation as deemed in its best interest. The County shall be the sole judge of its best interest.
- B. When there are multiple line items in a solicitation, the County reserves the right to award on an individual item basis, any combination of items, total low bid or in whichever manner deemed in the best interest of the County. This provision specifically supersedes any method of award criteria stated in the solicitation when such action is clearly necessary to protect the best interests of the County.
- C. The County reserves the right to reject any and all bids if it is determined that prices are excessive or determined to be unreasonable, or it is otherwise determined to be in the County's best interest to do so.
- D. The County reserves the right to negotiate prices with the low bidder, provided that the scope of work is not amended.
- E. Award will only be made to firms that satisfy all legal requirements to do business with the County. The County may conduct a pre-award inspection of the bidder's site or conduct a pre-award qualification meeting to determine the responsibility and capacity of the bidder to perform. Award may be predicated on compliance with and submittal of all required documents as stipulated in the solicitation.
- F. The bidder's performance as prime or subcontractor on previous County contracts shall be taken into account in evaluating the responsibility of a responding bidder.
- G. All tie bids will be resolved in consonance with current written procedure in that regard.
- H. A vendor wishing to protest any award decision resulting from this solicitation shall do as provided for in the County's Purchasing Procedure Manual.

3.12 GENERAL CONTRACT CONDITIONS

The contract shall be binding upon and shall inure to the benefit of each of the parties and of their respective successors and permitted assigns. The contract may not be amended, released, discharged, rescinded or abandoned, except by a written instrument duly executed by each of the parties hereto. The failure of any party hereto at any time to enforce any of the provisions of the contract will in no way constitute or be construed as a waiver of such provision or of any other provision hereof, nor in any way affect the validity of, or the right thereafter to enforce, each and every provision of the contract. Any dispute arising during the course of contract performance that is not readily rectified by coordination between the vendor and the County user department shall be referred to Procurement Services office for resolution.

3.13 OTHER AGENCIES

With the consent of the vendor, other agencies may make purchases in accordance with the contract. Such purchases shall be governed by the same terms and conditions as stated herein with the exception of the change in agency name.

3.14 CONTRACT EXTENSION

The County has the unilateral option to extend a contract for up to ninety (90) calendar days beyond the current contract period. In such event, the County will notify the vendor(s) in writing of such extensions. The contract may be extended beyond the initial ninety (90) day extension upon mutual agreement between the

SECTION 3 – GENERAL TERMS AND CONDITIONS

ITB Number: 17-0606

County and the vendor(s). Exercise of the above options requires the prior approval of the Procurement Services Manager.

3.15 WARRANTY

All warranties express and implied, shall be made available to the County for goods and services covered by this solicitation. All goods furnished shall be fully guaranteed by the vendor against factory defects and workmanship. At no expense to the County, the vendor shall correct any and all apparent and latent defects that may occur within the manufacturer's standard warranty period. The special conditions of the solicitation may supersede the manufacturer's standard warranty.

3.16 ESTIMATED QUANTITIES

Estimated quantities or dollars are for bidder's guidance only. No guarantee is expressed or implied as to quantities or dollar value that will be used during the contract period. The County is not obligated to place any order for a given amount subsequent to the award of this solicitation. The County may use estimated quantities in the award evaluation process. Estimated quantities do not contemplate or include possible additional quantities that may be ordered by other entities that may utilize this contract. In no event shall the County be liable for payments in excess of the amount due for quantities of goods or services actually ordered.

3.17 NON-EXCLUSIVITY

It is the intent of the County to enter into an agreement that will satisfy its needs as described within this solicitation. However, the County reserves the right to perform, or cause to be performed, all or any of the work and services herein described in the manner deemed to represent its best interests. In no case will the County be liable for billings in excess of the quantity of goods or services actually provided under this contract.

3.18 CONTINUATION OF WORK

Any work that commences prior to, and will extend, beyond the expiration date of the current contract period shall, unless terminated by mutual written agreement between the County and the vendor, continue until completion without change to the then current prices, terms and conditions.

3.19 LAWS, RULES, REGULATIONS AND LICENSES

The vendor shall comply with all federal, state, and local laws and regulations applicable to provision of the goods and/or services specified in this solicitation. During the term of the contract the vendor assures that it is in compliance with Title VII of the 1964 Civil Rights Act, as amended, and the Florida Civil Rights Act of 1992, in that the vendor does not on the grounds of race, color, national origin, religion, sex, age, disability or marital status, discrimination in any form or manner against the end/or employees or applicants for employment. The vendor understands that any contract is conditioned upon the veracity of this statement.

3.20 SUBCONTRACTING

Unless otherwise stipulated herein, the vendor shall not subcontract any portion of the work without the prior written consent of the County. Subcontracting without the prior consent of the County may result in termination of the contract for default.

3.21 ASSIGNMENT

The vendor shall not assign or transfer any contract resulting from this solicitation, including any rights, title or interest therein, or its power to execute such contract to any person, company or corporation without the prior written consent of the County. This provision specifically includes any acquisition or hostile takeover of the awarded vendor. Failure to comply in this regards may result in termination of the contract for default.

3.22 RESPONSIBILITY AS EMPLOYER

The employee(s) of the vendor shall be considered at all times its employee(s), and not an employee(s) or agent(s) of the County. The contractor shall provide employee(s) capable of performing the work as required. The County may require the contractor to remove any employee it deems unacceptable. All employees of the contractor may be required to wear appropriate identification.

3.23 INDEMNIFICATION

To the extent permitted by law, the vendor shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages,

including attorney's fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of the agreement by the vendor or its employees, agents, servants, partners, principals or subcontractors. The vendor shall pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may be incurred thereon. The vendor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the vendor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

3.24 MODIFICATION OF CONTRACT

Any contract resulting from this solicitation may be modified by mutual consent of duly authorized parties, in writing through the issuance of a modification to the contract and/or purchase order as appropriate. This presumes the modification itself is in compliance with all applicable County procedures.

3.25 TERMINATION FOR CONVENIENCE

The County, at its sole discretion, reserves the right to terminate this contract upon thirty (30) days written notice. Upon receipt of such notice, the vendor shall not incur any additional costs under this contract. The County shall be liable only for reasonable costs incurred by the vendor prior to notice of termination. The County shall be the sole judge of "reasonable costs."

3.26 TERMINATION DUE TO UNAVAILABILITY OF CONTINUING FUNDING

When funds are not appropriated or otherwise made available to support continuation of performance in a current or subsequent fiscal year, the contract shall be cancelled and the vendor shall be reimbursed for the reasonable value of any non-recurring costs incurred amortized in the price of the supplies or services/tasks delivered under the contract.

3.27 TERMINATION FOR DEFAULT

The County reserves the right to terminate this contract, in part or in whole, or effect other appropriate remedy in the event the vendor fails to perform in accordance with the terms and conditions stated herein. The County further reserves the right to suspend or debar the vendor in accordance with the County ordinances, resolutions and/or administrative orders. The vendor will be notified by letter of the County's intent to terminate. In the event of termination for default, the County may procure the required goods and/or services from any source and use any method deemed in its best interest. All re-procurement cost shall be borne by the vendor.

3.28 FRAUD AND MISREPRESENTATION

Any individual, corporation or other entity that attempts to meet its contractual obligations through fraud, misrepresentation or material misstatement, may be debarred for up to five (5) years. The County as a further sanction may terminate or cancel any other contracts with such individual, corporation or entity with such vendor held responsible for all direct or indirect costs associated with termination or cancellation, including attorney's fees.

3.29 RIGHT TO AUDIT

The County reserves the right to require the vendor to submit to an audit by any auditor of the County's choosing. The Contractor shall provide access to all of its records, which relate directly or indirectly to this Agreement at its place of business during regular business hours. The vendor shall retain all records pertaining to this Agreement and upon request make them available to the County for a minimum of three (3) years, or as required by Florida law, whichever is longer, following expiration of the Agreement. The vendor agrees to provide such assistance as may be necessary to facilitate the review or audit by the County to ensure compliance with applicable accounting and financial standards. Additionally, CONTRACTOR agrees to include the requirements of this provision in all contracts with subcontractors and material

suppliers in connection with the work performed hereunder. If an audit inspection or examination pursuant to this section discloses overpricing or overcharges of any nature by the CONTRACTOR to the COUNTY in excess of one percent (1%) of the total contract billings, in addition to making adjustments for the overcharges, the reasonable actual cost of the COUNTY's audit shall be reimbursed to the COUNTY by the CONTRACTOR. Any adjustments and/or payments which must be made as a result of any such audit or inspection of the CONTRACTOR's invoices and/or records shall be made within a reasonable amount of time, but in no event shall the time exceed ninety (90) days, from presentation of the COUNTY's audit findings to the CONTRACTOR.

3.30 PUBLIC RECORDS/ COPYRIGHTS

Pursuant to Section 119.0701, Florida Statutes, the awarded contractor shall comply with the Florida Public Records' laws, and shall: 1. Keep and maintain public records required by the County to perform the services identified herein. 2. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided for by law. 3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency. 4. Upon completion of the contract, transfer, at no cost, to the County all public records in possession of the contractor or keep and maintain public records required by the County to perform the service. If the contractor transfers all public records to the County upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records in a format that is compatible with the information technology systems of the County. Failure to comply with this section shall be deemed a breach of the contract and enforceable as set forth in Section 119.0701, Florida Statutes.

Any copyright derived from this Agreement shall belong to the author. The author and the CONSULTANT shall expressly assign to the COUNTY nonexclusive, royalty free rights to use any and all information provided by the CONSULTANT in any deliverable and/or report for the COUNTY's use which may include publishing in COUNTY documents and distribution as the COUNTY deems to be in the COUNTY's best interests. If anything included in any deliverable limits the rights of the COUNTY to use the information, the deliverable shall be considered defective and not acceptable and the CONSULTANT will not be eligible for any compensation.

3.31 GOVERNING LAWS

The interpretation, effect, and validity of any contract(s) resulting from this solicitation shall be governed by the laws and regulations of the State of Florida, and Lake County, Florida. Venue of any court action shall be in Lake County, Florida. In the event that a suit is brought for the enforcement of any term of the contract, or any right arising there from, the parties expressly waive their respective rights to have such action tried by jury trial and hereby consent to the use of non-jury trial for the adjudication of such suit.

3.32 STATE REGISTRATION REQUIREMENTS

Any corporation submitting a bid in response to this ITB shall either be registered or have applied for registration with the Florida Department of State in accordance with the provisions of Chapter 607, Florida Statutes. A copy of the registration/ application may be required prior to award of a contract. Any partnership submitting a bid in response to this ITB shall have complied with the applicable provisions of Chapter 620, Florida Statutes. For additional information on these requirements, please contact the Florida Secretary of State's Office, Division of Corporations,

800.755.5111 (<http://www.dos.state.fl.us>).

3.33 PRIME CONTRACTOR

The vendor awarded the contract shall act as the prime contractor and shall assume full responsibility for successful performance of the contract. The vendor shall be considered the sole point of contact with regard to meeting all requirements of the contract. All subcontractors will be subject to advance review by the County in regards to competency and security concerns. After the award of the contract no change in subcontractors will be made without the consent of the County. The vendor shall be responsible for all insurance, permits, licenses, and related matters for any and all subcontractors. Even if the subcontractor is self-insured, the County may require the contractor to provide any insurance certificates required by the work to be performed.

3.34 FORCE MAJEURE

The parties will exercise every reasonable effort to meet their respective obligations hereunder, but shall not be liable for delays resulting from force majeure or other causes beyond their reasonable control, including, but not limited to, compliance with revisions to Government law or regulation, acts of nature, acts or omissions of the other party, fires, strikes, national disasters, wars, riots, transportation problems and/or any other cause whatsoever beyond the reasonable control of the parties. Any such cause may be cause for appropriate extension of the performance period.

3.35 NO CLAIM FOR DAMAGES

No claim for damages or any claim other than for an extension of time shall be made or asserted against the County because of any delays. No interruption, interference, inefficiency, suspension, or delay in the commencement or progress of the Work shall relieve the vendor of duty to perform, or give rise to any right to damages or additional compensation from the County. The vendor's sole remedy shall be the right to seek an extension to the contract time. However, this provision shall not preclude recovery of damages by the vendor for hindrances or delays due solely to fraud, bad faith, or active interference on the part of the County.

3.36 TRUTH IN NEGOTIATION CERTIFICATE

For each contract that exceeds One Hundred Ninety Five Thousand dollars (\$195,000.00), any organization awarded a contract must execute a truth-in-negotiation certificate stating that the wage rates and other factual unit costs are accurate, complete, and current, at the time of contracting. Any contract requiring this certificate shall contain a provision that the original contract price and any additions shall be adjusted to exclude any significant sums by which the County determines the contract price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such contract adjustments shall be made within one (1) year following the end of the contract.

3.37 GRANT FUNDING

In the event any part of the contract is to be funded by federal, state, or other local agency monies, the vendor hereby agrees to comply with all requirements of the funding entity applicable to the use of the monies, including full application of requirements involving the use of minority firms, women's business enterprises, and labor surplus area firms. Vendors are advised that payments under the contract may be withheld pending completion and submission of all required forms and documents required of the vendor pursuant to the grant funding requirements.

3.38 TOBACCO PRODUCTS

Due to the acknowledged hazards arising from exposure to tobacco products, and to protect the public and employees' health, safety, comfort and environment, tobacco use is prohibited on any County owned building and property. Tobacco products include both smoking and smokeless tobacco.

ITB TITLE: FIRE EQUIPMENT - PARTS – SUPPLIES - SERVICE**NOTES:**

- When purchasing on a direct basis, Lake County is exempt from all taxes (Federal, State, Local). A Tax Exemption Certificate will be furnished upon request for such purchases. **However, the vendor will be responsible for payment of taxes on all materials purchased by the vendor for incorporation into the project (see provision 3.8 for further detail).**
- The vendor shall not alter or amend any of the information (including, but not limited to stated units of measure, item description, or quantity) stated in the Pricing Section. If any quantities are stated in the pricing section as being “estimated” quantities, vendors are advised to review the “Estimated Quantities” clause contained in Section 3 of this solicitation.
- Any bid containing a modifying or “escalator” clause not specifically allowed for under the solicitation will not be considered.
- Unit prices shall govern for all services priced on that basis as requested under this solicitation.
- All pricing shall be FOB Destination unless otherwise specified in this solicitation document.
- All pricing submitted shall remain valid for a 90 day period. By signing and submitting a response to this solicitation, the vendor has specifically agreed to this condition.
- **Vendors are advised to visit our website at <http://www.lakecountyfl.gov> and register as a potential vendor. Vendors that have registered on-line receive an e-mail notice when the County issues a solicitation matching the commodity codes selected by a vendor during the registration process.**
- **If the contractor has questions regarding the applicability of Chapter 119, Florida Statutes, to the contractor’s duty to provide public records relating to this contract, contact the custodian of public records via the individual designated in provision 1.2 of this solicitation.**

ACKNOWLEDGEMENT OF ADDENDA**INSTRUCTIONS:** Complete Part I or Part II, whichever applies

Part I:
The bidder must list below the dates of issue for each addendum received in connection with this ITB:
Addendum #1, Dated: <u>November 22, 2016</u>
Addendum #2, Dated: <u>November 30, 2016</u>
Addendum #3, Dated: _____
Addendum #4, Dated: _____
Part II:
☐ No Addendum was received in connection with this ITB.

SECTION 4 – PRICING/ CERTIFICATIONS/ SIGNATURES

ITB Number: 17-0606

PRICING SECTION – GENERAL INFORMATION
(Submit discounts and hourly service rates in Attachment 2 “Pricing Form”)

1. Warehouse location:
Address: 3789 62 Ave
City/State/Zip: Pinellas Park Fl 33781
Telephone/Fax: 727-521-2135 Fax 800-719-5871
2. Shop location:
Address: 3789 62 Ave N
City/State/Zip: Pinellas Park Fl 33781
Telephone/Fax: 727-521-2135 Fax 800-719-5871
3. Website address for price lists/catalogs: www.mesfire.com
4. Standard Warranty: MfG suggested warranty
5. Lead time: Item specified
6. Minimum order (if any): N/A
7. Handling fee if less than minimum (if applicable): N/A
8. Does your firm offer pickup and delivery of vehicles and equipment needing repair?
Yes X No Charge for delivery/pickup: None
9. Does your firm have towing capabilities? Yes No No X
Towing charges:
10. Will your firm accept Visa Purchasing Cards or E-Payable form of payment? Yes X No
11. Vendor contact for emergency and/or disaster service 24 hours/7 days per week:
Name: Jamie Robinson
Telephone: 727-521-2135 Cell: 727-686-0020
12. Exceptions to specifications:
Yes* No No None

*** If yes, insert a separate sheet immediately following this page detailing exceptions.**

SECTION 4 – PRICING/ CERTIFICATIONS/ SIGNATURES

ITB Number: 17-0606

By Signing this Bid the Bidder Attests and Certifies that:

- It satisfies all legal requirements (as an entity) to do business with the County.
- The undersigned vendor acknowledges that award of a contract may be contingent upon a determination by the County that the vendor has the capacity and capability to successfully perform the contract.
- The bidder hereby certifies that it understands all requirements of this solicitation, and that the undersigned individual is duly authorized to execute this bid document and any contract(s) and/or other transactions required by award of this solicitation.

Purchasing Agreements with Other Government Agencies

This section is optional and will not affect contract award. If Lake County awarded you the proposed contract, would you sell under the same terms and conditions, for the same price, to other governmental agencies in the State of Florida? Each governmental agency desiring to accept to utilize this contract shall be responsible for its own purchases and shall be liable only for materials or services ordered and received by it. ☒ Yes ☐ No (Check one)

Certification Regarding Felony Conviction

Has any officer, director, or an executive performing equivalent duties, of the bidding entity been convicted of a felony during the past ten (10) years? ☐ Yes ☒ No (Check one)

Certification Regarding Acceptance of County VISA-based Payment System

Vendor will accept payment through the County VISA- based payment system: ☒ Yes ☐ No

Reciprocal Vendor Preference:

Vendors are advised the County has established, under Lake County Code, Chapter 2, Article VII, Sections 2-221 and 2-222; a process under which a local vendor preference program applied by another county may be applied in a reciprocal manner within Lake County. The following information is needed to support application of the Code:

1. Primary business location of the responding vendor (city/state): Pinellas Park Florida
2. Does the responding vendor maintain a significant physical location in Lake County at which employees are located and business is regularly transacted: ☐ Yes ☒ No If "yes" is checked, provide supporting detail:

Conflict of Interest Disclosure Certification

Except as listed below, no employee, officer, or agent of the firm has any conflicts of interest, real or apparent, due to ownership, other clients, contracts, or interests associated with this project; and, this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same services, and is in all respects fair and without collusion or fraud.

DUNS Number (Insert if this action involves a federal funded project): _____

General Vendor Information and Bid Signature:

Firm Name: Municipal Emergency Services (MES)
Street Address: 3789 62 Ave North Pinellas Park FL 33781
Mailing Address (if different): _____
Telephone No.: 727-521-2135 Fax No.: 800-719-5871 E-mail: jrobinson@mesfire.com
FEIN No. 65 - 1051374 Prompt Payment Terms: Net % 30 days, net _____
Signature: [Signature] Date: 12/9/2016
Print Name: Jamie Robinson Title: Regional Vice President

Award of Contract by the County: (Official Use Only)

By signature below, the County confirms award to the above-identified vendor under the above identified solicitation. A separate purchase order will be generated by the County to support the contract.

Signature of authorized County official: [Signature] Date: 4-4-17
Printed name: DONNA WILLIAMS Title: SENIOR CONTRACTING OFFICER

THE FOLLOWING DOCUMENTS ARE ATTACHED:

Attachment 1: Reference Form

Attachment 2: Pricing Form

SECTION 5 – ATTACHMENTS

ITB Number: 17-0606

ATTACHMENT 1 - REFERENCES

Agency	St Pete Fire Rescue
Address	400 Martin Luther King Blvd
City,State,ZIP	St Pete Florida 33781
Contact Person	Chief Bob Basset
Telephone	727-893-7664
Date(s) of Service	
Type of Service	Fire EMS
Comments:	

Agency	Hillsborough County Fire Rescue
Address	2709 E Hanna Ave
City,State,ZIP	Tampa Fl 33610
Contact Person	Chief Jason Dougherty
Telephone	813-272-6600
Date(s) of Service	
Type of Service	Fire Rescue and EMS
Comments:	

Agency	Martin County Fire Rescue
Address	951 SE Runhke
City,State,ZIP	Stuart Fl 34994
Contact Person	Chief William Schobal
Telephone	772-221-2350
Date(s) of Service	
Type of Service	Fire EMS
Comments:	

ATTACHMENT 2 – PRICING FORM

Current brands in use by the Fire Rescue Division include the following. Please complete the following information for those brands supported by your firm. Enter “yes” or “no” for stocking distributor. If you represent other manufacturers for similar fire-related equipment, parts, or supplies not listed, please add the manufacturer and pricing information in the blank spaces at end of pricing table.

Brand	Discount off List Price	Hourly Rate for Repair Service	Stocking Distributor?
3M COMPANY	15%	N/A	No
ABLE 2 SHO ME	10%	N/A	No
ACTION	25%	\$50	No
AH STOCK	10%	\$37	No
AIM	No bid		
AJAX	10%	\$34	Min order \$50
AKRON BRASS	20%	\$60	Yes
ALL AMERICAN FIRE HOSE	No bid		
ALLEN SYSTEMS	No bid		
ALCOLITE (SAM CARBIS)	10%	\$40	No
AMEREX	Net plus 20%	\$42.50	Yes
AMERICAN FIREWEAR	15%	\$30	Yes
AMERICAN LAFRANCE	No bid		
ANGUS	20%	\$48	Yes
ANSUL FOAMS	15%	\$35	Yes
APPLECROFT	No bid		
B & B ENTERPRISES	15%	N/A	No
BIO SYSTEMS	No bid		
BLACKINTON BADGES	10%	\$16	No
BOUTON CO	No bid		
BULLARD – HELMETS	20%	\$32.50	Yes
BULLARD – OTHER	10%	32.50	Yes

CALIFORNIA MOUNTAIN	No bid		
CARNS & BROTHER	No bid		
CAST PRODUCTS	No bid		
CHARKATE	No bid		
CHUBB (FOAM)	No bid		
CHURCHVILLE	No bid		
CIRCUL AIR	List	\$23	No
CODE 3	20%	\$58	No
COLLIN AXES	No bid		
COLLINS DYNAMICS (ROM CORP)	22%	\$51.50	No
COUNCIL TOOLS	20%	\$44	No
CUTTERS EDGE	No bid (See Eastern Fire)		
CW NEILSEN	No bid		
DARLEY & CO	No bid		
DAVID CLARK	No bid		
DB SMITH INDIAN TANKS	No bid		
DICKE TOOL	15%	\$44	No
DRAEGER ENGINEERED SOLUTIONS	No bid		
DREXEL	No bid		
DUO SAFETY	No bid		
EDISON	20%	\$22	No
EDWARDS AND CROMWELL	10%	\$46	No
EDWARDS MFG	10%	\$22.50	No
ELKHART BRASS	20%	\$36	Yes
ETI EMERGENCY TECHNOLOGY	No bid		
EXTENDA LITE (AKRON)	No bid		
FEDERAL SIGNAL CORP	20%	\$35	No
FIRE HOOKS UNLIMITED	List plus 10%	\$25	Yes

FIREDEX	10%	\$42.50	Yes
FIRE POWER	No bid		
FIREQUIP	No bid		
FLAMEFIGHTER	20%	\$41.50	No
FOL-DA-TANK	20%	\$36	No
GEMTOR	20%	\$28	Min order \$75
GLASSMASTER WEHR	15%	\$22	No
GLOBE	No bid		
GLOVE CORP	No bid		
GORMAN RUPP PUMPS	No bid		
HALE FIRE PUMPS	List	\$45	No
HANNAY REELS	10%	\$30	No
HARRINGTON	25%	\$22	No
HAZARD CONTROL	No bid		
HEBERT	List	\$55	No
HOLMATRO	No bid		
HONEYWELL – PPE	10%	\$45	No
HONEYWELL HELMETS & PARTS	10%	\$37	Yes
HONEYWELL PRO WARRINGTON	10%	\$40	Yes
HUMAT	List	\$20	No
HUSKY	25%	\$45	No
HYDRA SHIELD	12%	\$31	No
IMPERIAL HOSE	No bid		
IOWA AMERICAN	No bid		
JANESVILLE	No bid		
JUSTRITE	20%	\$22	No
JV MFG	No bid		
KAPPLER	List	\$35	No

KENDALL PRODUCTS	No bid		
KOCHEK	25%	\$20	Yes
KOEHLER MFG CO	20%	\$25	Yes
KUSSMAUL	10%	\$55	No
LACROSSE BOOTS	No bid		
LIFE LINERS	No bid		
LIONS UNIFORMS	10%	\$35	No
LOUIS PRYER	No bid		
LOWELL	No bid		
MAG INSTRUMENTS	10%	\$35	No
MANN AXE	No bid		
MARS SIGNAL LIGHT	No bid		
MC PRODUCTS	No bid		
MORAN (FLASH)	No bid		
MORNING PRIDE	10%	\$45	No
MSA	No bid		
NATALE (CIRCLE D)	15%	\$35	No
NORTH AMERICAN FIRE HOSE	List	\$30	No
NOVA	No bid		
NUPLA	15%	\$35	No
PACIFIC REFLEX	15%	\$40	No
PARATECH	No bid		
PARTNER	No bid		
PAUL CONWAY SHIELDS	10%	\$5	No
PELICAN	List plus 10%	\$50	Yes
PETZL	20%	\$38	Yes
PGI PROTEXALL	5%	\$40	No
PHOENIX	No bid		
PIERCE	No bid		

PIGEON MOUNTAIN INDUSTRIES	10%	\$25	No
PLANO	No bid		
R & B FABRICATORS	10%	\$35	No
RANGER RUBBER	15%	\$25	No
RAWHIDE FIREHOSE	No bid		
REDHEAD BRASS	No bid		
REFLEXITE	No bid		
RICE HYDRO CO	10%	\$65	No
SCBAS	15%	\$55	No
SCOTT AVIATION	No bid		
SECURITEX	No bid		
SENSIBLE MOUNTS	15%	\$55	No
SERVUS BOOTS	No bid		
SHELBY WOLVERINE	List	\$50	No
SNAPTITE	No bid		
SNORKEL	No bid		
SOUTH PARK	20%	\$45	No
SIGNAL VEHICLE PRODUCTS	No bid		
CLASS ONE (SPAN INSTRUMENTS)	No bid		
SPUMIFER	No bid		
STERLING ROPE	15%	\$22	Yes
SUPERVAC	5%	\$45	No
TNT TOOLS	10%	\$55	No
TASK FORCE TIPS (TFT)	5%	\$45	Yes
THOROGOOD/WEINBRENNER/LION BOOTS	15%	\$37	No
SUPERIOR PNEUMATIC	No bid		
TASKMASTER	No bid		
TEAM EQUIPMENT	List	N/A	No

TELELITE	5%	\$55	No
TEMPEST FANS	10%	\$37	No
TEMPEST FANS – VS series batteries and accessories	List plus 5%	\$37	No
TOMAR	No bid		
TOPPS	List plus 10%	\$35	No
TURTLE PLASTICS	List	\$35	No
UNDERWATER KINETICS	List	\$35	No
UNITY LIGHTS	No bid		
VANNER	No bid		
VERIDIAN - PPE	25%	\$35	Yes
VERTX	No bid		
VETTER	List	\$70	No
WATEROUS	List	\$45	No
WELDON	25%	\$33	No
WHELEN ENGINEERING	15%	\$45	No
WILL BURT	No bid		
WINCO GENERATORS	No bid		
WINDSOL	No bid		
WILLIAMS FOAM	List	N/A	No
WORDEN	No bid		
ZEPHYR	List	\$35	No
ZIMATIC / ZICO	List	\$35	Yes
OTHER BRANDS NOT LISTED:			
5.11	20%	N/A	Yes
Anchor Industries (Fire Shelters)	10%	\$25	No
Avon Manufacturing	5%	\$45	No
Bates (Wolverine)	10%	\$25	Yes
Black Diamond	15%	\$25	Yes
Blauer	List	\$35	Yes

Boston Leather	20%	\$22.50	Yes
CET Pumps	15%	\$40	No
Chemguard	10%	N/A	Yes
CMC Rescue	10%	\$50	Yes
CrewBoss	20%	\$25	Yes
Decon Systems (Saunaray)	List	\$70	No
Diamond Wipes (Hero Wipes)	5%	N/A	Yes
Dragonfire (J Scott Solutions)	20%	\$27	Yes
DuPont	5%	\$60	No
Dutyman	5%	\$30	Yes
Eastern Fire Equipment Services	5%	\$95	No
Elbeco	5%	\$20	Yes
Energizer	10%	N/A	Yes
Ergodyne	20%	\$30	Yes
ESS	20%	\$22	Yes
Euramco (Ram Fan)	15%	\$55	Yes
EVAC Systems	5%	\$50	No
Fire Innovations	10%	N/A	No
Fire Research (FRC)	15%	N/A	No
Fire Soaps	5%	\$N/A	No
Diamond Wipes (Fire Wipes)	5%	N/A	Yes
Fechheimer (Flying Cross)	5%	\$65	No
Firecom	5%	\$50	No
FireCraft Gas Detecion (Sensit)	5%	\$105	No
FireCraft Gloves	10%	\$35	Yes
First Tactical	10%	N/A	No
FSI North America	List	\$85	No
FoxFire	10%	\$40	No
FoxFury	10%	\$40	No

Fresh Gear	5%	N/A	Yes
Grace Industries	List	\$45	No
Groves / Red Rack	List	\$70	No
Hale	5%	\$65	No
Hammerhead (Gear Keeper)	15%	\$12	Yes
Hero's Pride	5%	N/A	No
HexArmor	15%	N/A	Yes
Homeland 6 (H6 Tactical)	10%	\$25	No
Honeywell Analytics	List plus 5%	\$95	No
Hot Shields	5%	\$20.50	No
Hotstick	List	N/A	No
Hurst	5%	\$100	Yes
Hurst ED/EWXT Service – per tool	\$200.00	\$100 non-warranty repairs	Yes
Hurst HP Service – per set	\$780.00	\$100 non-warranty repairs	Yes
Hurst LP Service – per set	\$855.00	\$100 non-warranty repairs	Yes
Industrial Scientific – monitors	10%	\$105	Yes
Industrial Scientific – accessories	List	\$105	No
J-Tek/CMJ Manufacturing	List plus 5%	\$85	No
Kroll	10%	\$33	No
Lakeland	10%	\$25	No
Leader Fans	10%	\$65	No
Leatherhead Tools	20%	\$25	Yes
Lightning X	10%	\$15.50	No
Little Giant	5%	N/A	No
Majestic Hoods	20%	\$20	Yes
Majestic Hoods – GORE	List	\$20	Yes
Matex	15%	\$30	No
Mustang Survival	10%	\$55	No

National Foam	5%	N/A	Yes
National River Supply (NRS)	10%	\$60	No
OHD	List	\$85	No
Pacific Helmets	5%	\$63	No
Performance Advantage Company (PAC)	10%	\$26	No
Plastix Plus	5%	\$30	Yes
PMI Rope	10%	N/A	No
Point Blank	Per NASPO	\$55	No
Protective Industrial Products (PIP)	10%	\$55	No
Propper	5%	\$45	No
Radians	10%	\$40	No
RAE Systems	5%	\$70	No
Redback Boots	20%	\$24	Yes
Rescue 42	5%	\$63	Yes
Ringers	List	\$50	Yes
RIT Safety Solutions	10%	\$38	No
Rock N Rescue	10%	N/A	No
Samuel Broome	5%	N/A	No
San Mar	10%	N/A	No
Savox	List	\$100	No
Scott Safety – compressors and parts	5%	\$105	No
Scott Safety – gas detection	5%	\$90	Yes
Scott Safety – SCBA and parts	15%	\$85	Yes
Scott Safety – SCBA flow test – per SCBA	\$45.00	N/A	Yes
Scott Safety/ISG – Thermal Imagers	5%	\$115	Yes
Scott Safety/ISG – Thermal Imager parts	List	\$115	Yes
Scott/3M Fit testing – per mask	\$35.00	N/A	Yes
Scott Safety – cylinder hydro testing	\$35.00	N/A	Yes
Scotty Firefighter	15%	\$60	No

Seek Thermal	5%	\$45	Yes
Shelby	List	\$50	No
Silent Partners	List	N/A	Yes
Simulaid	List	\$60	No
SM Smith	5%	\$35	No
Spiewak	5%	N/A	Yes
StatPacks	10%	\$25	No
Steck	10%	N/A	No
Streamlight	15%	\$55	Yes
Target Solutions	List	N/A	Yes
Task Force Tips – Blitzforce series	List	\$45	No
Team Wendy	List	\$60	No
Tru-Spec	10%	N/A	Yes
True North (Dragon Fire)	10%	\$30	No
Tyco	10%	\$35	Yes
UltraTec	15%	N/A	No
Under Armour	5%	N/A	No
Veridian – gloves, hoods, accessories	10%	\$35	Yes
VF Imagewear	5%	N/A	Yes
Vizcon	List	N/A	No
Warthog	5%	N/A	No
Workrite	10%	\$30	Yes
Yates	5%	\$37	No



CERTIFICATE OF LIABILITY INSURANCE

12/29/2016

DATE (MM/DD/YYYY)

12/8/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Companies
195 Scott Swamp Road, Suite 201
Farmington CT 06032
860-678-4000

CONTACT
NAME:
PHONE
(A/C, No, Ext):
FAX
(A/C, No):
E-MAIL
ADDRESS:

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Travelers Property Casualty Co of America

25674

INSURER B: The Travelers Indemnity Co of America

25666

INSURER C: Navigators Insurance Company

42307

INSURER D:

INSURER E:

INSURER F:

INSURED 1372711 Municipal Emergency Services, Inc.
P.O. Box 656
Southbury CT 06488

COVERAGES

CERTIFICATE NUMBER: 14415813

REVISION NUMBER: XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:	Y	N	630-3639A484-TIL	12/29/2015	12/29/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	N	N	810-3639A515-TIA	12/29/2015	12/29/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX
C	☒ UMBRELLA LIAB ☐ EXCESS LIAB DED ☒ RETENTION \$ 10,000	N	N	NY15UMR800442IV	12/29/2015	12/29/2016	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$ XXXXXXXX
A	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	Y	UB-3639A484-15	12/29/2015	12/29/2016	☒ PER STATUTE ☐ OTH-ER E.I. EACH ACCIDENT \$ 1,000,000 E.I. DISEASE - EA EMPLOYEE \$ 1,000,000 E.I. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: Bid #ITB 17-0606; Lake County, A Political Subdivision of the State of Florida, and the Board of County Commissioners, its officers, officials, and employees are included as Additional Insured on the General Liability as required by written contract.

CERTIFICATE HOLDER

14415813
Lake County
A Political Subdivision of the State of Florida,
and the Board of County Commissioners
P.O. Box 7800
Tavares FL 32778-7800

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.



MES - Florida

3789 62nd Ave N

Pinellas Park, FL 33781

Toll Free: 877-MES-FIRE

Phone: 727-521-2135

Fax: 727-525-1819

INVITATION TO BID (ITB)

FIRE EQUIPMENT – PARTS – SUPPLIES – SERVICE

ITB NUMBER 17-0606



CERTIFICATE OF LIABILITY INSURANCE

12/29/2016

DATE (MM/DD/YYYY)

12/8/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Companies
195 Scott Swamp Road, Suite 201
Farmington CT 06032
860-678-4000

CONTACT
NAME:
PHONE
(A/C, No, Ext):
E-MAIL
ADDRESS:

FAX
(A/C, No):

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Travelers Property Casualty Co of America

25674

INSURER B: The Travelers Indemnity Co of America

25666

INSURER C: Navigators Insurance Company

42307

INSURER D:

INSURER E:

INSURER F:

INSURED
1372711 Municipal Emergency Services, Inc.
P.O. Box 656
Southbury CT 06488

COVERAGES

CERTIFICATE NUMBER: 14415813

REVISION NUMBER: XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBH WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:	Y	N	630-3639A484-TIL	12/29/2015	12/29/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	N	N	810-3639A515-TIA	12/29/2015	12/29/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX
C	☒ UMBRELLA LIAB ☐ EXCESS LIAB ☐ DED ☒ RETENTION \$ 10,000	N	N	NY15UMR800442IV	12/29/2015	12/29/2016	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$ XXXXXXXX
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☒ N	N/A	UB-3639A484-15	12/29/2015	12/29/2016	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: Bid #ITB 17-0606; Lake County, A Political Subdivision of the State of Florida, and the Board of County Commissioners, it's officers, officials, and employees are included as Additional Insured on the General Liability as required by written contract.

CERTIFICATE HOLDER

14415813
Lake County
A Political Subdivision of the State of Florida,
and the Board of County Commissioners
P.O. Box 7800
Tavares FL 32778-7800

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
MUNICIPAL EMERGENCY SERVICES INC

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only **one** of the following seven boxes:
☐ Individual/sole proprietor or single-member LLC
☒ C Corporation
☐ S Corporation
☐ Partnership
☐ Trust/estate
☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶
Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any)
Exemption from FATCA reporting code (if any)
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)
3789 62 ND AVENUE NORTH

6 City, state, and ZIP code
PINELLAS PARK, FL 33781

7 List account number(s) here (optional)

note: REMIT TO ADDRESS IS PO BOX 601961 CHARLOTTE, NC 28260-1961

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number								
				-				

or

Employer identification number								
6	5	-	1	0	5	1	3	7

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign
Here

Signature of
U.S. person ▶

Barbara J. Murphy

Date ▶

1/13/16

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
MUNICIPAL EMERGENCY SERVICES INC

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only one of the following seven boxes:
☐ Individual/sole proprietor or single-member LLC
☒ C Corporation
☐ S Corporation
☐ Partnership
☐ Trust/estate
☐ Limited liability company. Enter the tax classification (C=S corporation, P=partnership) ▶
Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any)
Exemption from FATCA reporting code (if any)
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)
SUITE 3135 75 REMITTANCE DRIVE

6 City, state, and ZIP code
CHICAGO, IL 60675-3135

7 List account number(s) here (optional)
LOCKBOX ADDRESS

8 Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number								
				-				

OR

Employer identification number								
6	5		-	1	0	5	1	3 7 4

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign
Here

Signature of
U.S. person ▶

Barbara J. Thompson

Date ▶ *1/14/16*

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.
Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we released it) is at www.irs.gov/ir9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.



Municipal Emergency Services, Inc.

Date issued: August 1st 2001

Supersedes issue of:

1. INTENT

Tyco International Ltd. and its subsidiaries, affiliates and units (collectively, "Tyco" or the "Company") strive to maintain a safe, healthy, and productive work environment. To that end, Tyco prohibits the use, consumption, sale, distribution and possession of alcohol and non-prescription drugs in the workplace.

2. RESPONSIBILITY FOR IMPLEMENTATION

Management at each Tyco unit and division is responsible for the implementation of and compliance with this Policy and all applicable laws and regulations. Management shall provide leadership regarding this Policy and shall make employees aware of the Policy and the Company's commitment to a drug-free and alcohol-free work environment. Tyco's Corporate Human Resources Department will provide guidance and assistance to Tyco's units in fulfilling the intent of this Policy.

3. SCOPE

This Policy applies to all Tyco units and divisions worldwide, except where compliance with this Policy would cause a unit or division to violate any law in any jurisdiction where it is located. This Policy applies to all employees of the Company as well as the Company's agents, consultants, guests, customers, vendors, and other non-employees including job applicants.

4. APPLICATION

1. Tyco prohibits the use, consumption, sale, distribution, and possession of illegal narcotics, drugs, and other controlled substances (collectively, "illegal drugs") on Company property and work sites and in Company-supplied vehicles (collectively "Company Premises"), whether during working or non-working hours. This prohibition does not apply to the lawful possession of prescription medication for medical treatment.
2. Tyco prohibits the use, consumption, sale, distribution and possession of alcohol on Company Premises, whether during working or non-working hours, except as specifically authorized by senior Tyco management for Company-related functions or social events.
3. Tyco does not permit any activity, including alcohol consumption or abuse of prescription drugs, that may impair an employee's ability to function or jeopardize the employee's performance, workplace safety, or product or service quality.
4. Off-the-job illegal drug use or alcohol use that could adversely affect an employee's job performance or jeopardize the safety of the employee, other employees, the

public, or the Company property is cause for disciplinary action up to and including discharge.

5. In implementation and enforcing the Policy, the Company may take one or more of the following actions, subject to local law:
 - Conduct alcohol and other drug screening tests both prior to and during employment;
 - Inspect the person and property of employees and non-employees doing business with the Company;
 - Require an employee who receives a drug-related criminal conviction to report the conviction to the Company within 5 days after such conviction;
 - Take appropriate disciplinary actions, up to and including discharge, against employees convicted of a drug-related offense;
 - Cooperate with outside law enforcement agencies; and
 - Take other actions deemed necessary and appropriate by the Company in furtherance of this Policy.
6. Any non-employee who, in the sole opinion of the Company, violates this Policy may be barred from Company Premises.
7. The Company considers drug addiction and alcoholism to be treatable diseases. Accordingly, individuals with substance abuse problems are urged to seek assistance and the Company is committed to providing assistance to the extent possible. This Policy, however, in no way compromises the Company's right to discipline and/or terminate an employee who tests positive for drugs or alcohol. If you have questions about substance abuse assistance, please contact your local human resources representative.
8. Violations of this Policy will be considered to be gross and willful misconduct and will result in disciplinary action, up to and including discharge.

5. POSTING REQUIREMENTS

This Policy must be posted in a conspicuous place where notices to employees and applicants are generally posted.

Please post the preceding pages (1-2) of this Policy in a conspicuous place where notices to employees and applicants are generally posted.

Supporting documents

- Exhibit A Drug/Alcohol Testing Guidelines (applicable in the U.S.)
(For management use)
- Exhibit B Drug and Alcohol Policy for Commercial Motor Vehicle Drivers
("Administrator's Copy" is for management use only. "Driver's Copy" is to be distributed to all drivers of commercial motor vehicles in the U.S.)
- Exhibit C Employee Consent to Drug and/or Alcohol Testing
(For management use)
- Exhibit D State-By-State Drug and Alcohol Testing Guidelines
(For management use. Tyco units in the U.S. should consult the applicable state guidelines for requirements under local law.)

**Municipal Emergency Services, Inc.
Affirmative Action Plan**

Programmatic Activities and/or Goals

1. Recruitment/Advertising

All employment advertisings will include a statement that our company is an Equal Opportunity Employer.

Specific affirmative action in the areas of recruitment and hiring in terms of the employment of minority individuals and minority businesses will be taken to insure equal employment opportunity and shall include but not be limited to the following:

- a. When vacancies occur, Municipal Emergency Services, Inc. will advertise utilizing minority media or minority published newspapers, where available, that have greater minority readership, using the term "Equal Opportunity/Affirmative Action Employer" in all such employment opportunities.
- b. With respect to use of part-time college students and/or co-ops, efforts are currently made to include minority candidates in the interview/hiring process.
- c. Municipal Emergency Services, Inc. will refer to its Affirmative Action Policy Statement on its employment application to reaffirm its commitment to equal employment opportunity.

Our Company's Equal Employment Opportunity Policy will be displayed in any job applicant waiting areas and other areas where applicants seek or await employment interviews.

Municipal Emergency Services, Inc. will consider minority applicants for vacancies in all job classifications in conjunction with its established AAP policy, including advancement and promotion from within on the basis of individual qualifications, potential and job performance.

2. Hiring Procedures

All positions will be filled without regard to race, color, religion, sex, or national origin.

Municipal Emergency Services, Inc. currently utilizes its best efforts to hire qualified minority applicants for employment when vacancies occur. Municipal Emergency Services, Inc. maintains a policy of equal opportunity in employment which is communicated to all levels of management and consultation for hiring purposes.

Testing is currently the same for everyone and limited to the precise job skills required.

Qualified minority applicants are currently given consideration possible during the process.

3. Promotion Procedures

Municipal Emergency Services, Inc. will afford promotions and advancement opportunities to all qualified minority employees through the following affirmative actions:

- Communicate policy of promotion from within of qualified employees to Minorities when such advancement opportunities occur, and during performance reviews.
- Post promotional opportunities in a conspicuous place for all employees' awareness.

- Brief supervisors at all levels of management of company's AAP promotion policy and its intent to insure utilization of qualified minority personnel at all job levels.

- Review objectively all qualifications of all candidates including minorities for promotion from within.

- Transfers will be fairly considered upon request or as deemed necessary by company discretion for advancement or better operations.

- Promotion will be based on factors such as job skills, performance, aptitude and attitude, potential, seniority, etc.

4. Training Procedures

All training and development programs within the company will be reviewed periodically and made available to all employees including minorities.

Employees are currently trained by experienced employees under full working conditions under the supervision of a management employee.

5. Publicity

External

a. In the development of company catalogs and press releases, an Affirmative Action statement will be included with the printed material.

b. Where pictures of the staff are included in external publicity material, minority employees, as well as other minorities, will be included.

Internal

a. Development of new procedures, policies, and other administrative internal publications will include a statement of Affirmative Action, and in particular, place special emphasis on the recruitment and utilization of minority employees.

6. Grievance Procedures

It is the policy of Municipal Emergency Services, Inc. to provide a non-discriminating procedure for every employee to express a complaint or personnel concern about his or her employment or benefits that are administered and implemented by the company.

In the event of such an occurrence, the following procedure is suggested for resolution:

1. Employees are encouraged to report any grievance to the immediate supervisor.
2. If the result of (1) above is not satisfactory to the employee, his or her supervisor will schedule a meeting with him or her before the Affirmative Action Program Officer, who will listen and respond to each complaint in a fair and non-discriminating manner.
3. Should the above verbal processes not suffice, the Affirmative Action Officer will assist the grieved employee, to direct a letter to the company's President, asking for consideration of his or her grievance. Any such letters will be answered in a timely manner.

The company's PRESIDENT will be responsible for changing any policy or procedure which in any way has caused discrimination.

Retaliation is prohibited. No harm or retaliation against any employee filing a grievance will be tolerated. All employees may seek assistance from the Affirmative Action Officer at any time.

7. Program Reporting and Monitoring

The affirmative action plan, along with all employment and other related statistical and/or records, is available for review during normal working hours. These records are located at www.mymesportal.com

A periodic reporting and auditing system has been established internally for the purpose of measuring EEO progress and for updating the affirmative action plan annually.

PROCUREMENT POLICY

It is the policy of MUNICIPAL EMERGENCY SERVICES, INC. and all of subsidiaries and affiliates to afford equal opportunity to all vendors and suppliers of material to firms providing goods and services to shall not be discriminated against based on the owner's race, age, sex, religion, disability, color, national origin, or status as a veteran.

MUNICIPAL EMERGENCY SERVICES, INC. Inc. will:

1. Solicit bids from all qualified firms, regardless of ownership.
2. Evaluate all bids so as to further the principles of non-discrimination and equal opportunity.
3. Ensure that final purchases are in accordance with the principles of equal opportunity.
4. Ensure that all procurement actions such as repeat purchases, extensions, change orders, acceptance policy, etc., will be administered without regard to race, age, sex, religion, status as a veteran or national origin.

I firmly endorse and support our EQUAL OPPORTUNITY PROGRAM and have established an AFFIRMATIVE ACTION PROGRAM to ensure our continued commitment. I am confident that all subsidiaries and affiliates will provide their full support, cooperation and effort to ensure the committed successful achievement of this program.


PRESIDENT

4/15/2004
Date



7 Poverty Road
85H Bennett Square
Southbury, CT 06488
203-304-4104 Phone
800-440-3459 Fax

EQUAL EMPLOYMENT OPPORTUNITY AND AFFIRMATIVE ACTION POLICY

It is the policy of Municipal Emergency Services, Inc. to employ qualified persons of the greatest ability without discrimination against any employee or applicant for employment because of race, religion, color, sex, physical or mental disability, national origin, age, status as a disabled veteran, veteran of the Vietnam era, other covered veteran who served on active duty during a war or in a campaign or expedition for which a campaign badge has been authorized, or any other protected group status as defined by law and further, to take affirmative action to employ and advance in employment qualified minorities, women, disabled individuals, disabled veterans, veterans of the Vietnam era, and other covered veterans. I wish to reaffirm and reemphasize that this policy applies throughout the Company.

To implement this policy, Municipal Emergency Services, Inc. has established Affirmative Action Programs by which we undertake that:

1. We will recruit, hire, train and promote qualified persons in all job titles, without regard to race, religion, color, sex, physical or mental disability, national origin, age, covered veterans' status, or any other protected group status as defined by law;
2. We will base decisions on employment so as to further the principle of equal employment opportunity;
3. We will insure that employment decisions are in accord with principles of equal employment opportunity by imposing and valid job requirements;
4. We will insure that all personnel action such as compensation, benefits, transfers, promotions, layoffs, company-sponsored training, education tuition assistance, social and recreational programs, will be administered without regard to race, religion, color, sex, disability, national origin, age, covered veterans' status or any other protected group status as defined by law.

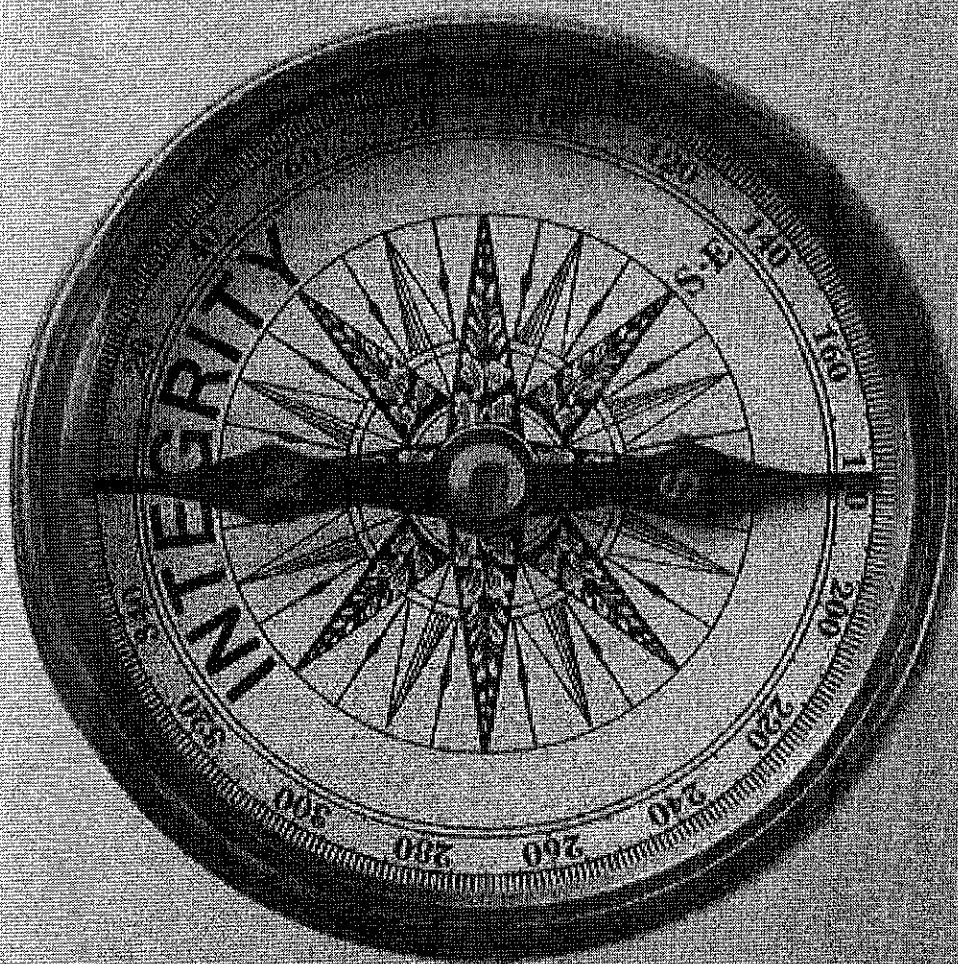
Overall responsibility for the implementation of this policy is delegated to Ms. Ellen Cavanaugh, Employee Welfare Manager, who is hereby designated as the EEO Coordinator.

Thomas X. Hubregsen,
President
January 1, 2014



LAWMEN
SUPPLY COMPANY

INTEGRITY POLICY & CODE OF CONDUCT



If it is not right do not do it.

If it is not true do not say it.

- *Marcus Aurelius*

WHO THESE POLICIES APPLY TO

The Code of Conduct must be followed by anyone who works for or represents Municipal Emergency Services, Inc. (MES) or Lawmen Supply Company. This policy will refer to MES and Lawmen Supply Company as the "Company"

THIS INCLUDES:

- **MES/LSC directors, officers and employees.**
- **Subsidiaries and controlled affiliates.** Entities in which MES owns more than 50 percent of voting rights, or which MES has the right to control, are required to adopt and follow the Company compliance policies.

MES/LSC employees working with third parties such as consultants, agents, sales representatives, distributors and independent contractors must:

- Require these parties to agree to comply with relevant aspects of the Company's compliance policies.
- Provide these parties with education and information about policy requirements.
- Take action, up to and including terminating a contract, after learning that a third party failed to abide by the Company compliance policies.

STATEMENT OF INTEGRITY

The value of the Company is built on the trust our customers have in our people, our services and on our ability to properly manage each business transaction. The most important thing we have is our reputation for high standards and integrity in everything that we do for our customers. Integrity is the rock upon which our success must be built. Customers and suppliers must know that the Company will always conduct business in a forthright and honest manner. A single lapse of integrity can damage the reputation of the company not only locally, but in every market we serve. Our commitment to integrity will determine our future and is the cornerstone of our ability to be excellent competitors.

I ask every employee of the Company. to commit to the following code of conduct:

- Obey all laws and regulations governing our business conduct
- Avoid all conflicts of interest between your work and your personal affairs
- Be honest, fair and trustworthy in all of your customer and supplier relationships
- Embrace an atmosphere of equal opportunity where everyone is welcome in the MES family
- Create a safe workplace and ensure we protect the environment
- Through leadership at all levels, sustain a culture where ethical conduct is recognized, valued and exemplified by all employees

Guiding our ethical commitment is a set of policies on key integrity issues. All Company employees will be expected to understand and comply with these policies. Not only both to the letter of the policy, but also to comply with the spirit that drives the need for these policies. It is every employee's duty to ensure we all comply with these policies. *"Making the numbers", "my boss told me to", a competitive situation or the loss of a customer* is never more important than integrity.

It is every employee's duty to notify management if they believe we are violating our own policies or standards for integrity. If your manager is the person violating the policy it is incumbent on the employee to notify the President or an Officer of the Company. Regardless of whom you report a concern to; it is the duty of the leadership team to treat your concern with prompt care and respect.

Strategically there is nothing more important to this company than our commitment to integrity. Anyone at the Company who acts without integrity endangers the reputation of the company, our suppliers and our ability to provide for our families. Integrity is a commitment we must all share together.



Tom Hubregsen
President

CONTENTS

THE CODE OF CONDUCT	THE INTENT	THE POLICIES	
COMPANY CODE OF CONDUCT	06		
	YOUR DUTIES AS A COMPANY EMPLOYEE	WORKING WITH CUSTOMERS	10
	YOUR DUTIES AS A COMPANY LEADERS	WORKING WITH SUPPLIERS	11
	HOW TO REPORT A CONCERN OR VIOLATION	CONDUCTING BUSINESS WITH GOVERNMENTS	12
		FINANCIAL CONTROLS AND RECORDS	13
		ANTI-TRUST LAWS	14
		CONFLICTS OF INTEREST	15
		FAIR EMPLOYMENT PRACTICES	16
		ENVIRONMENT, HEALTH & SAFETY	17
		IMPROPER PAYMENTS	18
		CYBER SECURITY & PRIVACY	19
		KEY QUESTIONS OF INTEGRITY	20

THE CODE OF CONDUCT

01

Be trustworthy, fair and honest in all of your Company related interactions and activities.

02

Adhere to the laws and regulations governing our business.

03

Abide dutifully to the Company Integrity Policy and Code of Conduct and promptly report any concerns you have about compliance with the Code of Conduct, law or any Company policy.

04

Strive to steer the Company in as competitive a way as possible — with integrity, accountability and in compliance with all applicable laws and our policies.

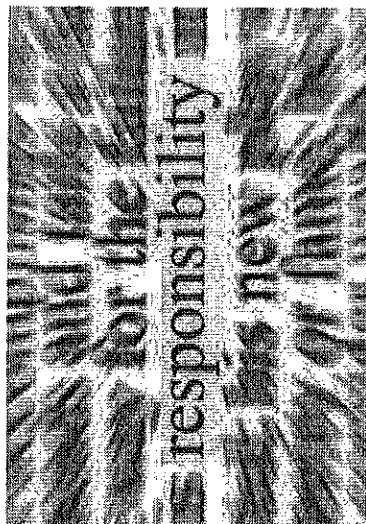
YOUR DUTIES AS COMPANY EMPLOYEES

BE KNOWLEDGEABLE

Have full knowledge of the *Company Code of Conduct* policies.

Know the details of the *Company Code of Conduct* that is relevant to your individual job responsibilities.

Learn about your detailed business and regional policies and procedures and understand how to apply them to your job.



BE AWARE

Stay attuned to developments in your area or industry that might impact the Company's compliance with laws and regulations or reputation in the marketplace.

Understand the Company may review, audit, monitor, intercept, access and disclose information processed or stored on Company equipment and technology, or on personally-owned devices with Company network access.

BE COMMITTED

Promptly raise any concerns about potential violations of law or Company policy.

Cooperate fully and honestly in Company investigations related to integrity concerns.

THE COST OF NONCOMPLIANCE

Employees and leaders who do not fulfill their integrity responsibilities face disciplinary action up to and including the termination of their employment. The following examples of conduct can result in disciplinary action.

EXAMPLES

Violating law or Company policy or requesting that others do the same.

Retaliating against another employee for reporting an integrity concern.

Failing to promptly report a known or suspected violation of the Company's integrity policies.

Failing to fully and honestly cooperate in Company investigations of possible policy violations.

Failing as a leader to diligently ensure compliance with the Company's integrity principles, policies and law.

YOUR DUTIES AS COMPANY LEADERS

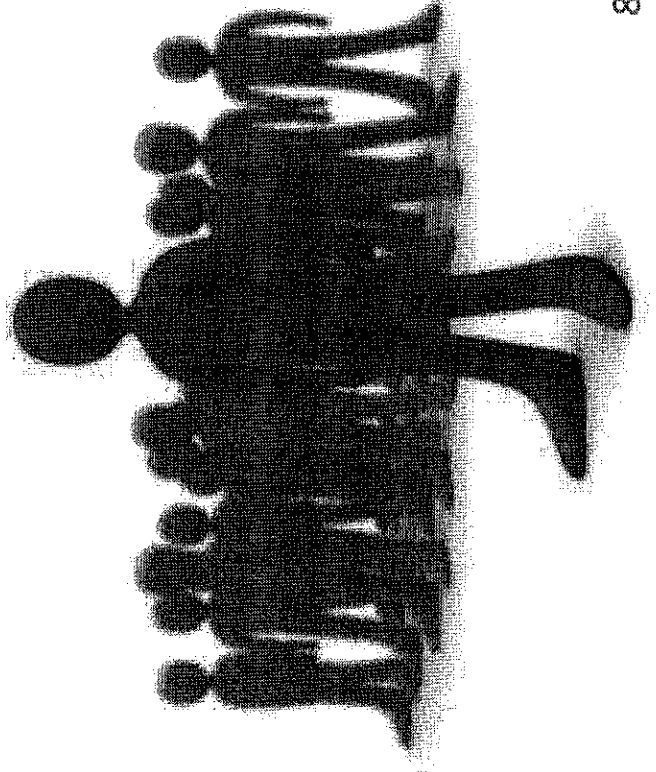
The Company holds its leaders accountable for creating a culture of compliance in which employees understand their responsibilities and feel comfortable raising concerns without fear of retaliation. Leaders' responsibilities span prevention, detection and response to compliance issues.

Personally set the bar for integrity through actions not just words.

Ensure employees realize that business results are never more important than ethical conduct and compliance with the Company's policies.

Provide an environment in which every employee can comfortably raise concerns.

Communicate the importance of compliance at every appropriate opportunity.



HOW TO REPORT A CONCERN OR VIOLATION

It is critical that every employee read and understand these policies. If one of us fails to follow these policies it can impact all of us. We must ensure each and every Company employee acknowledges their understanding and acceptance of these policies. Please read these policies carefully, discuss anything you are uncomfortable with or do not fully understand with your manager and then visit the following website to acknowledge your acceptance of these policies:

Mymesportal.com

**To express a concern or to report a violation:
Contact your Manager or
via email: ombudsman@mesfire.com**

CORPORATE HEADQUARTERS

7 Poverty Road
85H Bennett Square
Southbury, CT 06488 203-364-0620

WORKING WITH CUSTOMERS

OUR POLICY

All Company employees will use ethical practices when selling goods and services to our customers. This policy sets forth practices that must be followed relating to entertainment, political contributions and payments when dealing with our customers. The Company will not tolerate or involve itself in any business practice that does not conform with these practices.

YOUR ROLE

- Never make a direct or indirect offer to any customer to influence or reward an action
- Specifically includes any payment or offer that would constitute either a bribe or kick back
- In all cases, a business courtesy, such as a gift, contribution or entertainment, should never be offered under circumstances that might create the appearance of an impropriety.
- Obey the laws of local, state and the federal government in areas related to this policy
- Political contributions by the Company to local, state or U.S. federal candidates may be regulated by US or state law
- Any political contributions to any candidate using Company funds must be approved in writing by the President of Municipal Emergency Services, Inc.
- You may provide gifts or entertainment to customers provided:
 - It is permitted by law
 - It is permitted by the policies and practices of the customer entity
 - It is within the guidelines of the Company Employee Policy regarding Travel and Entertainment
- Seek the advice of management or the Vice President of Sales in any area of concern in appropriate application of this policy with any MES customer

PROMPTLY REPORT

- Any concerns you might have regarding a Company breach of ethical business practices.
- A request by a Company employee or a competitor to take action that might violate our standards for ethical business practices
- Concerns others may have expressed to you regarding possible Company violation(s) of our standards for ethical business practices

SUPPLIER RELATIONSHIPS

OUR POLICY

Company relationships with our suppliers will be fair, lawful and efficient. The quality of our supplier relationships has a strategic impact on our customers and our ability to effectively serve our customers. The quality of the products we represent has a direct relationship on the perception our customers have of the Company. The Company also has a special responsibility due to the dangerous nature of the work that our customers perform, in how we choose suppliers, certify suppliers and in the manner in which we represent a supplier.

YOUR ROLE

- A Company employee should never share with a supplier any information about a competing supplier either directly or indirectly regarding:
 - Product Cost
 - Market Pricing
 - Supplier Selections
 - Company Supplier Strategies
 - In stock products or quantities
- Represent product lines that are consistent with the directives of Company management
- Discuss any concerns relating to supplier quality, certification or ratings that might impact our customers
- Do not represent used products as new
- Do not represent PPE or breathing air products that are not NEPA certified without the written approval of the Vice President of Sales
- Do not represent Body Armor products that are not NIJ compliant without written approval of the Vice President of Sales
- Do not participate in any supplier promotions, games or contests without express approval from MES management
- Do not accept from suppliers any gifts other than those of nominal value without written approval of MES management
- Any questions regarding what is nominal should be directed to the Vice President of Sales
- Safeguard any information the Company holds as confidential, either on our own or by agreement with the supplier
- Company employees are bound by the more detailed employee policy regarding Working with Suppliers

PROMPTLY REPORT

- Any concerns you might have regarding a MES breach of ethical business practices
- A request by an MES employee or a competitor to take action that might violate our standards for ethical business practices
- Concerns others may have expressed to you regarding possible MES violation of our standards for ethical business practices

CONDUCTING BUSINESS WITH GOVERNMENTS

OUR POLICY

The Company conducts a large percentage of business with municipal, state and federal government entities and agencies. In every instance, Company employees must apply the highest ethical standards and comply with all applicable laws and regulations, including certain special requirements associated with government transactions.

YOUR ROLE

- Adhere to the highest standards of honesty and integrity while abiding by all applicable laws
- Ensure reports, certifications, statements and proposals made to government agencies are accurate and truthful
- Gifts and entertainment to officials of the US Government and often to state and municipal local officials are highly regulated and often prohibited
- Do not provide gifts or entertainment unless you have determined that they are allowable and appropriate for that individual and not prohibited by regulation or law
- Do not sign government contracts or other documents without approval or Company established authority
- Abide by applicable laws and regulations relating to working with governments, particularly special requirements associated with government contracts and transactions
- Require anyone providing goods or services for the Company on a government project or contract—such as consultants, sales representatives, distributors or suppliers —to agree to comply with the Company's CONDUCTING BUSINESS WITH THE GOVERNMENTS policy.
- Be truthful and accurate when dealing with government officials and agencies
- Adopt processes that ensure reports, certifications, statements and proposals are current, accurate and complete and that contract requirements are adequately identified and communicated to the responsible parties
- Do not make any unauthorized substitutions for contracted goods and services or deviate from contract requirements without the written approval of the authorized government official

PROMPTLY REPORT

- Any concerns you might have regarding a Company breach of ethical business practices
- A request by the Company employee or a competitor to take action that might violate our standards for ethical business practices
- Concerns others may have expressed to you regarding possible Company violation(s) of our standards for ethical business practices

Revised on 03/06/2015

FINANCIAL CONTROLS AND RECORDS

OUR POLICY

The Company is responsible for properly recording, reporting and preserving financial information for our customers, lenders and investors. The Company must maintain detailed records that accurately record the transactions of the company and the distribution of company assets. To do so effectively and to protect the assets of the company, the Company maintains a system of internal accounting controls to meet those responsibilities. The Company's record keeping must be consistent and uniform for the purposes of managing and measuring the company.

YOUR ROLE

- The Company accounting and reporting will faithfully reflect the economic substance of the Company's business activities, consistent with generally accepted accounting principles, standards, and regulations for accounting and financial reporting
- Be accurate, timely and complete in maintaining records, customer documents and preparing reports for management
- Maintain effective processes and internal controls that fairly reflect transactions or events, as well as prevent or detect inappropriate transactions
- Make sure all information is accurate and complete before requesting the signature of a document
- Make sure that you have the authority before signing any document on behalf of the company
- Before committing the Company to any transaction obtain any required management approvals
- Do not release any Company financial information without proper management approvals
- Protect the Company's physical, financial and intellectual property assets
- Preserve documents and records known to be relevant to pending or foreseeable litigation, audits or investigations

PROMPTLY REPORT

- Any concerns you might have regarding an issue regarding financial controls and records

ANTI-TRUST LAWS

OUR POLICY

The Company will operate within the confines of the US antitrust laws. US antitrust laws govern the day to day conduct of how the Company sets prices, purchases and markets product and sells products and services to our customers. Every Company employee is responsible for complying with antitrust laws and reporting any potential violations to senior management. This is every employee's concern; a single finding of a violations of antitrust laws could result in the disbarment of the Company as a supplier to entities using monies provided through local, state or federal government agencies.

YOUR ROLE

- Comply with all state and federal antitrust laws and the Company Anti-Trust Policy
- Do not propose or enter into any agreements or understandings – expresses or implied, written or oral, formal or informal with any competitor regarding the following aspects of the competition between the Company and the competitor for sales to third parties:
 - Prices
 - Bids
 - Customers, suppliers, sales territories or product lines
 - Terms or conditions of sale
 - Production, sales capacity or volume
 - Costs, profits or margins
 - Market share
 - Sales, marketing or development strategies for products or services
 - Distribution methods
- Do not propose or enter into any agreement with any other party regarding whether or how to bid. Only submit bids if the purpose is to compete for and win a particular piece of business
- Avoid contacts of any kind with competitors that could create the appearance of improper agreements or understandings. Actively disassociate yourself from any situations in which improper agreements or information sharing between competitors are raised, and promptly inform your supervisor
- The Company must never collude with other companies on price or terms to be offered to customers; agree with competitors to allocate markets or customers; or manipulate the bidding process

PROMPTLY REPORT

- Any concerns you might have regarding a Company breach of antitrust laws
- A request by a Company employee or a competitor to take action that might violate antitrust laws
- Concerns others may have expressed to you regarding possible Company violation of antitrust laws

CONFLICTS OF INTEREST

OUR POLICY

The Company recognizes and respects the employee's rights to take part in financial, business and outside activities not related to their job. However, these activities must be legal and free of conflicts with their employment at the Company. The Company's resources must not be misused and the Company's good name and reputation must not be discredited by employees outside activities.

On the job or in your free time, nothing you do should conflict with your responsibilities to the Company. No activity at work or at home should hurt the Company's reputation or good name. Misusing Company resources or influence is also prohibited. Even when nothing wrong is intended, the appearance of a conflict can have negative effects. It is crucial to consider how your actions might appear, and to avoid the perception of a conflict of interest.

YOUR ROLE

- Disclose in writing to your manager any financial interests, outside activities or relationships that may present a possible conflict of interest
- Paid professional, volunteer, or non-active member of any first responder organization may not receive any compensation based on sales to the organization
- Obtain approval from your manager before accepting any paid position with a non-Company business or entity
- Do not misuse Company property, equipment, facilities or time
- Avoid actions or relationships that might conflict or appear to conflict with your job or the interests of the Company
- Disclose (in writing to your manager and to company legal counsel) all of your outside activities, financial interests or relationships that may either present a conflict or the appearance of one
- Use good judgment in all personal and business dealings outside of your employment with the Company
- Avoid actions or relationships that may cause potential conflicts or create the appearance of a conflict with your employment with the Company or the Company's interests
- Do not misuse or use for personal gain Company resources, intellectual property, time or facilities—this includes office equipment, e-mail and computer applications
- Do not take for yourself personally any opportunities that the Company could have an interest in that are discovered through the use of the Company position, information or property
- Get approvals before accepting any positions with an outside business while you are a Company employee
- Get your manager's approval when accepting not-for-profit board positions, particularly if the organization has a Company relationship or might expect Company financial or other support

PROMPTLY REPORT

- Any concerns you might have regarding a potential conflict of interest

FAIR EMPLOYMENT PRACTICES

OUR POLICY

The Company is committed to fair and equal employment opportunities. By continuing to extend equal and fair treatment for all employees on the basis of merit we will improve our business and provide our employee the ability to progress. As a company we will follow all federal and state laws in both spirit and to the letter where fair employment and equal opportunity are involved.

YOUR ROLE

- Use merit, qualifications and other job related criteria as the sole basis for all employment related decisions
- Recruit, hire, train, compensate, promote and provide other conditions of employment without regard to a persons race, color, sexual orientation, religion, national origin, sex, age, disability, veteran status or any other characteristics protected by US law
- Provide a work environment free of harassment of any kind for any reason including human characteristics or national origin
- Sexual harassment is specifically prohibited under this policy
- Both quid pro quo and hostile environment forms of sexual harassment are prohibited under this policy
 - Quid pro quo harassment includes:
 - Unwelcome sexual advances
 - Requests for sexual favors where the submission or rejection of that request is used as the basis for decisions regarding the employee
- Harassment is an activity that interferes with work performance and creates a hostile, intimidating and negative work performance that includes:
 - Unwelcome sexual advances
 - Requests for sexual favors or other physical or verbal conduct of a sexual nature
- Never disclose employment data to a person who does not have a business need, the authority, or, where required, the subject's consent

PROMPTLY REPORT

- Any concerns you might have regarding a Company breach of fair and equal employment opportunity standards
- Concerns others may have expressed to you regarding possible Company violations of our fair and equal employment opportunity standards

ENVIRONMENT, HEALTH & SAFETY

OUR POLICY

Protecting the health and safety of employees and the environment is the law and the Company is dedicated to achieving environmental, health and safety excellence. This is the responsibility of every employee. The Company will strive to provide a safe and healthy work environment in all of our locations and will work to avoid causing harm or adverse impact to the environment.

YOUR ROLE

- Comply with all applicable environmental health and safety (“EHS”) laws and regulations, and the Company EHS policies. Create and maintain a safe working environment and prevent workplace injuries.
- Continue to improve our EHS systems and performance as an integral part of the Company’s operational strategy.
- Comply with applicable environmental, health and safety laws and regulations

PROMPTLY REPORT

Any concerns you might have regarding an EHS concern.

IMPROPER PAYMENTS

OUR POLICY

The Company prohibits bribery in all business dealings with both governments and the private sector.

The Company prohibits even small facilitation payments to expedite routine administrative actions. Our goal is to eliminate all facilitation payments.

We maintain strong controls aimed at preventing and detecting bribery. This includes a rigorous process for appointing and managing third parties acting on the Company's behalf in business dealings.

We maintain accurate books, records, and accounts that correctly reflect the true nature of all transactions.

YOUR ROLE

- Never offer, promise, make, or authorize a payment or the giving of anything of value to anyone in order to obtain an improper business advantage
- Remember that providing gifts, entertainment or anything else of value to government employees is highly regulated and often prohibited. Do not provide such gifts and entertainment unless you have received prior Company counsel approval
- Follow Corporate and business guidelines regarding gifts and entertainment and other business courtesies
- Never contribute Company funds or other Company assets for political purposes without obtaining prior approval from a Company officer or Company counsel, as applicable
- Follow your business due diligence procedures and require that any third party representing Company be carefully selected and comply with this policy
- Treat with extreme caution a demand from a third party to receive its commission payment prior to winning a deal/contract
- Be wary of any suggestion to direct Company business through a specific representative or partner due to a "special relationship"
- Be suspicious of any request to make a payment to a person who is not related to the transaction being discussed — or a request that payments be made in another country

PROMPTLY REPORT

- Any concerns you might have regarding an improper payment

CYBER SECURITY & PRIVACY POLICY

OUR POLICY

The Company respects individual privacy rights. The Company is committed to collecting, handling and protecting Personal Information responsibly, and in compliance with applicable privacy and information security laws and with the Company's Commitment to the Protection of Personal Information, where applicable.

The Company seeks to protect its networks, systems, devices and information in our possession. It is our policy to use information only for legitimate purposes and to maintain appropriate access controls.

YOUR ROLE

- Limit access to the Company's information to authorized individuals who need it for legitimate business purposes.
- Prevent unauthorized access, accidental loss, disclosure or destruction of the Company's information:
 - Secure physical copies and storage areas
 - Use strong passwords; don't share your password with anyone
 - When posting information online, do not disclose Personal Information, trade secrets, proprietary or other commercially sensitive information
 - Know the signs of phishing and recognize efforts to improperly acquire Company information
- Use only Company-approved systems and tools for storage, transmission and backup of Company information
- Do not use personal email, unapproved devices or software to conduct Company business
- When using Social Media avoid content that may be perceived as offensive or negatively affect Company business

PROMPTLY REPORT

- Any concerns or violations of the Cyber Security & Privacy Policy

KEY QUESTIONS OF INTEGRITY

The *Code of Conduct* is not a substitute for your good judgment, and it cannot cover every conceivable situation. you should be alert to signs that you or your colleagues are in an integrity gray area and ask yourself three simple questions if you have any doubts about what you should do.

01

How would this decision look to others within the Company and externally?

02

Am I willing to be held accountable for this decision?

03

Is this consistent with the Company's Code of Conduct?

Remember:

Act if you see an issue.

Ask if you're not sure.





MODIFICATION OF CONTRACT

Modification Number: Two (2) Effective Date: 8/1/2023	Contract Number: 22-730G Title: Fire Equipment, Supplies, and Services Effective Date: 08/01/2022
Contracting Officer: Gretchen Bechtel, CPPB E-mail: gretchen.bechtel@lakecountyfl.gov Telephone Number: 352-343-9765	Contractor Name and Address: Name: Municipal Emergency Services, Inc Address: 12 Turnberry Ln, 2nd Floor City: Sandy Hook, CT 06482 ATTENTION: jrobinson@mesfire.com; rmclester@mesfire.com
Issued By: Procurement Services Lake County Administration Building 315 W. Main St., Suite 441 Tavares, Florida 32778-7800	
INSTRUCTIONS: Contractor shall sign Signature Block showing acceptance of the below written modification and <u>return this form to Procurement Services within ten (10) days after receipt</u> . Once fully executed, a copy of this modification will be returned to the Contractor to attach to the original Contract.	
DESCRIPTION OF MODIFICATION: Contract modification to extend the agreement for two annual terms to expire on 07/31/2025.	
CONTRACTOR SIGNATURE BLOCK Signature:  Print Name: Ward Petrie Title: SVP Finance Date: 4/10/23 E-mail: wpetrie@mesfire.com Secondary E-mail:	LAKE COUNTY SIGNATURE BLOCK Signature: Gretchen Bechtel, Print Name: Contracting Officer II Title: Contracting Officer II Date: 2023.04.11 07:59:40 -04'00' Digitally signed by Gretchen Bechtel, Contracting Officer II
Distribution: ☒ Original – Bid File ☐ Copy – Contractor Contracting Officer	



Council Communication

To: Mayor and Village Council
From: Terry Abel, Fire Chief
Date: September 10, 2024
SUBJECT: **Resolution Approving FY 2024-2025 Purchases from Bound Tree for Emergency Medical Supplies TAB 14**

Background:

The Islamorada, Village of Islands ("Village") Fire Rescue Department requires certain medical supplies and related components to provide emergency medical services ("Medical Supplies"). The Village Fire Rescue Department has historically purchased the Medical Supplies from Bound Tree Medical, LLC. ("Bound Tree") as the preferred vendor capable of providing the Medical Supplies at a competitive cost, with free shipping and fast delivery as well as experienced representatives and free in-service training for new products.

Pursuant to Section 2-327 of the Village's Code of Ordinances relating to the Village's purchasing guidelines, the Village Manager has the authority to make purchases or enter into contracts for purchases of materials, supplies, equipment, improvements, or services where the total amount expended is less than \$25,000.00 and the aggregate total for any single vendor in any single year is less than \$25,000.00. Purchases of or contracts for purchases of materials, supplies, equipment improvements, or services where the total amount expended is \$25,000.00 or more shall be awarded by the Village Council.

The Village's Purchasing Ordinance allows for the waiver of competitive bidding by the Village Council upon a documented finding that the purchase of the particular goods or services without competitive bidding is in the best interests of the Village and by use of an existing contract with the state, a state agency, another municipality, a political subdivision or a statewide professional association when such contract was awarded by a competitive bidding process and the contract extends the prices, terms and conditions for such goods or services to the state's municipalities.

Analysis:

Seminole County, Florida, completed a competitive bidding process through its IFB-604500-23/GCM in 2023 for the purchase of Medical Supplies. Bound Tree was awarded a contract with Seminole County on April 28, 2023 for a three-year term that may be extended by two additional one-year terms. Bound Tree has agreed to extend the terms and conditions of its Seminole County Term Contract to the Village.

Adoption of the proposed resolution would authorize the expenditures from Bound Tree in an amount not to exceed \$50,000.00 for Fiscal Year 2024-2025 and approve a waiver of competitive bidding for these purchases.

Budget Impact:

Payments to Bound Tree are reflected in the Operating Supplies account in the Fire Rescue Department Operating Budget in the General Fund. The FY 2024-2025 approved budget for Fire Rescue Department Operating Supplies includes \$50,000.00 for the purchase of Medical Supplies from Bound Tree.

Staff Impact:

Fire Rescue Department staff and Finance Department staff would monitor costs incurred against the total budget to ensure the expenditures do not exceed \$50,000.00 during the fiscal year without approval by the Village Council.

Recommendation:

Staff recommends that the Village Council adopt the attached Resolution thereby approving FY 2024 2025 expenditures for services from Bound Tree and approving a waiver of competitive bidding.

- Attachments:**
1. Resolution Boundtree 9 10 24
 2. Exhibit A to Resolution - Executed IFB-604500-23 Agreement Boundtree

RESOLUTION NO. 24-

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING FISCAL YEAR 2024-2025 EXPENDITURES THROUGH BOUND TREE MEDICAL, LLC FOR MEDICAL SUPPLIES FOR THE FIRE RESCUE DEPARTMENT; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING A WAIVER OF COMPETITIVE BIDDING; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Islamorada, Village of Islands ("Village") Fire Rescue Department requires certain medical supplies and related components to provide emergency medical services ("Medical Supplies"); and

WHEREAS, the Village Fire Rescue Department identified Bound Tree Medical, LLC. ("Bound Tree"), as the preferred vendor capable of providing the Medical Supplies timely, at competitive prices, and providing training for new products and equipment; and

WHEREAS, pursuant to Section 2-328(a) of the Village's Code of Ordinances concerning waiver of competitive bidding, the requirements of Section 2-327 relating to competitive bidding may be waived by the Village Council upon a documented finding that the purchase of the particular goods or services without competitive bidding is in the best interest of the Village; and

WHEREAS, pursuant to Section 2-328(b) of the Village's Code of Ordinances concerning waiver of competitive bidding, the requirements of Section 2-327 relating to competitive bidding may be waived by the Village Council through use of an existing contract with the state, a state agency, another municipality, a political subdivision or a statewide professional association when such contract was awarded by a competitive bidding process and the contract extends the prices, terms and conditions for such goods or services to the state's municipalities; and

WHEREAS, following a competitive bidding process conducted by Seminole County, Florida, Bound Tree entered into an Agreement (IFB-604500-23/GCM) with Seminole County for medical supplies and related components (the "Agreement "), which is attached hereto as Exhibit "A"; and

WHEREAS, Bound Tree has agreed to extend the terms and conditions of the Agreement with Seminole County to the Village; and

WHEREAS, the Village Council finds that approval of Fiscal Year 2024-2025 not to exceed amount of \$50,000.00 for Medical Supplies from Bound Tree and a waiver of competitive bidding is in the best interest of the Village.

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

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

Section 2. **Approval of Fiscal Year Expenditures.** The Village Council hereby approves an amount not to exceed Fifty Thousand Dollars (\$50,000.00) for Medical Supplies purchased from Bound Tree.

Section 3. **Authorization of Fund Expenditure.** Notwithstanding the limitations imposed upon the Village Manager pursuant to the Village's Purchasing Procedures Ordinance, the Village Manager is authorized to expend budgeted funds for purchases from Bound Tree Fiscal Year 2024-2025.

Section 4. **Approval of Waiver of Competitive Bidding.** In accordance with Section 2-238(a) and (b) of the Village Code, the Village Council waives the purchasing provisions of the Village Code to utilize the purchase of Medical Supplies from Bound Tree Medical, LLC without conducting a competitive bid process.

EXHIBIT "A"

TERM CONTRACT FOR EMS MEDICAL SUPPLIES AND RELATED COMPONENTS (IFB-604500-23/GCM)

THIS AGREEMENT is dated as of the 28 day of April 2023, by and between **BOUND TREE MEDICAL, LLC**, duly authorized to conduct business in the State of Florida, whose address is 5000 Tuttle Crossing Boulevard, Dublin, OH 43016, in this Agreement referred to as "CONTRACTOR", and **SEMINOLE COUNTY**, a charter county and political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 E. 1st Street, Sanford, Florida 32771, in this Agreement referred to as "COUNTY".

WITNESSETH:

WHEREAS, COUNTY desires to retain the services of a competent and qualified contractor to provide medical supplies and equipment to Seminole County; and

WHEREAS, COUNTY has requested and received expressions of interest for the retention of services of contractors; and

WHEREAS, CONTRACTOR is competent and qualified to provide materials to COUNTY, and desires to provide materials according to the terms and conditions stated in this Agreement,

NOW, THEREFORE, in consideration of the mutual understandings and covenants set forth in this Agreement, COUNTY and CONTRACTOR agree as follows:

Section 1. Materials. COUNTY hereby retains CONTRACTOR to provide materials as further described in the Scope of Services attached as Exhibit A and made a part of this Agreement. CONTRACTOR is also bound by all requirements as contained in the solicitation package, all addenda to this package, and CONTRACTOR's submission in response to this solicitation. Required materials will be specifically enumerated, described, and depicted in the Release Orders

Term Contract for EMS Medical Supplies and Related Components
(IFB-604500-23/GCM)
Page 1 of 21



authorizing purchase of specific materials. This Agreement standing alone does not authorize the purchase of materials or require COUNTY to place any orders for materials.

Section 2. Term. This Agreement takes effect on the date of its execution by COUNTY and continues for a period of three (3) years. At the sole option of COUNTY, this Agreement may be renewed for two (2) successive periods not to exceed one (1) year each. Expiration of the term of this Agreement will have no effect upon Release Orders issued pursuant to this Agreement and prior to the expiration date. Obligations entered by both parties under such Release Orders will remain in effect until delivery and acceptance of the materials authorized by the respective Release Order. The first three (3) months of the initial term are considered probationary. During the probationary period, COUNTY may immediately terminate this Agreement at any time, with or without cause, upon written notice to CONTRACTOR.

Section 3. Authorization for Materials. Authorization for provision of materials by CONTRACTOR under this Agreement must be in the form of written Release Orders issued and executed by COUNTY. A sample Release Order is attached as Exhibit B. Each Release Order will describe the materials required, state the dates for delivery of materials, and establish the amount and method of payment. The Release Orders must be issued under and incorporate the terms of this Agreement. COUNTY makes no covenant or promise as to the number of available Release Orders or that CONTRACTOR will perform any Release Order for COUNTY during the life of this Agreement. COUNTY reserves the right to contract with other parties for the services contemplated by this Agreement when it is determined by COUNTY to be in the best interest of COUNTY to do so.

Section 4. Time for Completion. The materials to be provided by CONTRACTOR will be delivered, as specified in such Release Orders as may be issued under this Agreement, within the time specified in the Release Order.

Term Contract for EMS Medical Supplies and Related Components
(IFB-604500-23/GCM)
Page 2 of 21



Section 5. Compensation. COUNTY shall compensate CONTRACTOR for the materials provided for under this Agreement on a Fixed Fee basis at the rates as outlined in Exhibit C. When a Release Order is issued on a Fixed Fee basis, then the applicable Release Order Fixed Fee amount will include any and all reimbursable expenses and will be based on the unit pricing attached to this Agreement, or as reduced in the quoting process leading to specific Release Orders.

Section 6. Payment and Billing.

(a) CONTRACTOR shall supply all materials required by the Release Order, but in no event will CONTRACTOR be paid more than the negotiated Fixed Fee amount stated within each Release Order.

(b) For Release Orders issued on a Fixed Fee basis, CONTRACTOR may invoice the amount due based on the percentage of total Release Order materials actually provided, but in no event may the invoice amount exceed a percentage of the Fixed Fee amount equal to a percentage of the total services actually completed.

(c) COUNTY shall make payments to CONTRACTOR when requested as materials are provided, but not more than once monthly. Each Release Order will be invoiced separately. At the close of each calendar month, CONTRACTOR shall render to COUNTY an itemized invoice, properly dated, describing any materials provided, the cost of the materials provided, the name and address of CONTRACTOR, Release Order Number, Contract Number, and any other information required by this Agreement.

(d) Submittal instructions for invoices are as follows:

(1) The original invoice must be emailed to:

AP@SeminoleClerk.org

(2) The original invoice may also be mailed or delivered to:

Director of County Comptroller's Office
Seminole County Board of County Commissioners

Term Contract for EMS Medical Supplies and Related Components
(IFB-604500-23/GCM)
Page 3 of 21



P.O. Box 8080
Sanford, FL 32772-8080

(3) A copy of the invoice must be sent to:

Seminole County Fire Department
150 Eslinger Way
Sanford, FL 32773

(e) Upon review and approval of CONTRACTOR's invoice, COUNTY shall pay CONTRACTOR the approved amount in accordance with the terms as set forth in Chapter 218, Part VII, Florida Statutes.

Section 7. General Terms of Payment and Billing.

(a) Upon satisfactory delivery of materials required under this Agreement and upon acceptance of the materials by COUNTY, CONTRACTOR may invoice COUNTY for the full amount of compensation provided for under the terms of this Agreement less any amount already paid by COUNTY.

(b) COUNTY may perform or have performed an audit of the records of CONTRACTOR at any time during the term of this Agreement and after final payment to support final payment under this Agreement. Audits may be performed at a time mutually agreeable to CONTRACTOR and COUNTY. Total compensation to CONTRACTOR may be determined subsequent to an audit as provided for in this Section and the total compensation so determined will be used to calculate final payment to CONTRACTOR. Performance of this audit will not delay final payment as provided by subsection (a) of this Section.

(c) CONTRACTOR shall maintain all books, documents, papers, accounting records, and other evidence pertaining to materials provided under this Agreement in such a manner as will readily conform to the terms of this Agreement. CONTRACTOR shall make such materials available at CONTRACTOR's office at all reasonable times during the term of this Agreement

Term Contract for EMS Medical Supplies and Related Components
(IFB-604500-23/GCM)
Page 4 of 21



and for five (5) years from the date of final payment under the contract for audit or inspection as provided for in subsection (b) of this Section.

(d) In the event any audit or inspection conducted after final payment but within the period provided in paragraph (c) of this Section reveals any overpayment by COUNTY under the terms of the Agreement, CONTRACTOR shall refund such overpayment to COUNTY within thirty (30) days of notice by COUNTY.

Section 8. No Waiver by Forbearance. COUNTY's review of, approval and acceptance of, or payment for the materials or services required under this Agreement does not operate as a waiver of any rights under this Agreement, or of any cause of action arising out of the performance of this Agreement. CONTRACTOR is and will always remain liable to COUNTY in accordance with applicable law for any and all damages to COUNTY caused by CONTRACTOR's negligent or wrongful provision of any of the materials or services provided under this Agreement.

Section 9. Termination.

(a) COUNTY may, by written notice to CONTRACTOR, terminate this Agreement or any Release Order issued under this Agreement, in whole or in part, at any time, either for COUNTY's convenience or because of the failure of CONTRACTOR to fulfill its obligations under this Agreement. Upon receipt of such notice, CONTRACTOR shall immediately discontinue all services affected, unless the notice directs otherwise, and deliver to COUNTY all data, drawings, specifications, reports, estimates, summaries, and any and all such other information and materials of whatever type or nature as may have been accumulated by CONTRACTOR in performing this Agreement, whether completed or in process.

(b) If the termination is for the convenience of COUNTY, CONTRACTOR will be paid compensation for services performed to the date of termination.

Term Contract for EMS Medical Supplies and Related Components
(IFB-604500-23/GCM)
Page 5 of 21



(c) If the termination is due to the failure of CONTRACTOR to fulfill its obligations under this Agreement, COUNTY may take over the work and carry it to completion by other agreements or otherwise. In such case, CONTRACTOR will be liable to COUNTY for all reasonable additional costs associated with CONTRACTOR's failure to fulfill its obligations under this Agreement.

(d) CONTRACTOR will not be liable for such additional costs if the failure to perform the Agreement arises without any fault or negligence of CONTRACTOR, but CONTRACTOR will be responsible and liable for the actions by its subcontractors, agents, employees, persons, and entities of a similar type or nature. Matters beyond the fault or negligence of CONTRACTOR include acts of God or of the public enemy, acts of COUNTY in its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, but in every case the failure to perform must be beyond the control and without any fault or negligence of CONTRACTOR.

(e) If after notice of termination for CONTRACTOR's failure to fulfill its obligations under this Agreement it is determined that CONTRACTOR had not so failed, the termination will be conclusively deemed to have been effected for the convenience of COUNTY. In such event, adjustment in the Agreement price will be made as provided in subsection (b) of this Section.

(f) The rights and remedies of COUNTY provided for in this Section are in addition and supplemental to any and all other rights and remedies provided by law or under this Agreement.

Section 10. Conflict with Contract Documents. Wherever the terms of this Agreement conflict with any Release Order issued pursuant to it or any other contract documents, including proposals submitted by CONTRACTOR, this Agreement will prevail. For the avoidance of doubt,

Term Contract for EMS Medical Supplies and Related Components
(IFB-604500-23/GCM)
Page 6 of 21



proposals and any other documents submitted by CONTRACTOR are not incorporated into this Agreement, unless expressly stated otherwise.

Section 11. Equal Opportunity Employment. CONTRACTOR shall not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, disability, or national origin. CONTRACTOR shall take steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age, disability, or national origin. This provision includes, but is not limited to the following: employment, upgrading, demotion or transfer, recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training including apprenticeship.

Section 12. 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 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 award or making of this Agreement. For the breach or violation of this provision, COUNTY will have the right to terminate the Agreement at its sole discretion without liability and to deduct from the Agreement price or otherwise recover the full amount of such fee, commission, percentage, gift, or consideration.

Section 13. Conflict of Interest.

(a) CONTRACTOR shall not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with COUNTY or violate or cause others to violate the provisions of Chapter 112, Part III, Florida Statutes, relating to ethics in government.

Term Contract for EMS Medical Supplies and Related Components
(IFB-604500-23/GCM)
Page 7 of 21



(b) CONTRACTOR hereby certifies that no officer, agent, or employee of COUNTY has any material interest (as defined in Section 112.312(15), Florida Statutes, as over 5%), either directly or indirectly, in the business of CONTRACTOR to be conducted under this Agreement and that no such person will have any such interest at any time during the term of this Agreement.

Section 14. Assignment. Neither this Agreement nor any interest in it may be assigned, transferred, or otherwise encumbered under any circumstances by either party without prior written consent of the other party and in such cases only by a document of equal dignity with this Agreement.

Section 15. Subcontractors. CONTRACTOR shall first secure the prior written approval of COUNTY before engaging or contracting for the services of any subcontractors under this Agreement. CONTRACTOR will remain fully responsible to COUNTY for the services of any subcontractors under this Agreement.

Section 16. Indemnification of COUNTY. To the fullest extent permitted by law, CONTRACTOR shall hold harmless, release, and indemnify COUNTY, its commissioners, officers, employees, and agents from any and all claims, losses, damages, costs, attorney fees, and lawsuits for damages arising from, allegedly arising from, or related to CONTRACTOR's provision of materials or services under this Agreement caused by CONTRACTOR's act or omission in the performance of this Agreement.

Section 17. Insurance.

(a) **General.** CONTRACTOR shall procure and maintain insurance required under this Section at CONTRACTOR's own cost.

(1) CONTRACTOR shall provide COUNTY with a Certificate of Insurance on a current ACORD Form signed by an authorized representative of the insurer evidencing the insurance required by this Section (Professional Liability, Workers' Compensation/Employer's

Term Contract for EMS Medical Supplies and Related Components
(IFB-604500-23/GCM)
Page 8 of 21



Liability, Commercial General Liability, and Business Auto). The Certificate must have the Agreement number for this Agreement clearly marked on its face. COUNTY, its officials, officers, and employees must be named additional insureds under the Commercial General Liability, Umbrella Liability and Business Auto policies. If the policy provides for a blanket additional insured coverage, CONTRACTOR shall provide a copy of the section of the policy along with the Certificate of Insurance. If the coverage does not exist, the policy must be endorsed to include the named additional insureds as described in this subsection. The Certificate of Insurance must provide that COUNTY will be provided, by policy endorsement, not less than thirty (30) days written notice prior to the cancellation or non-renewal, or by a method acceptable to COUNTY. Until such time as the insurance is no longer required to be maintained by CONTRACTOR, CONTRACTOR shall provide COUNTY with a renewal or replacement Certificate of Insurance before expiration or replacement of the insurance for which a previous Certificate of Insurance has been provided.

(2) In addition to providing the Certificate of Insurance on a current ACORD Form, upon request as required by COUNTY, CONTRACTOR shall provide COUNTY with a certified copy of each of the policies of insurance providing the coverage required by this Section within thirty (30) days after receipt of the request. Certified copies of policies may only be provided by the insurer, not the agent or broker.

(3) Neither approval by COUNTY nor failure to disapprove the insurance provided by CONTRACTOR will relieve CONTRACTOR of its full responsibility for performance of any obligation, including its indemnification of COUNTY, under this Agreement.

(b) Insurance Company Requirements. Insurance companies providing the insurance under this Agreement must meet the following requirements:

Term Contract for EMS Medical Supplies and Related Components
(IFB-604500-23/GCM)
Page 9 of 21



(1) Companies issuing policies must be authorized to conduct business in the State of Florida and prove such authorization by maintaining Certificates of Authority or Letters of Eligibility issued to the companies by the Florida Office of Insurance Regulation. Alternatively, policies required by this Agreement for Workers' Compensation/Employer's Liability, may be those authorized as a group self-insurer by Section 624.4621, Florida Statutes.

(2) In addition, such companies must have and maintain, at a minimum, a Best's Rating of "A-" and a minimum Financial Size Category of "VII" according to A.M. Best Company.

(3) If, during the period that an insurance company is providing the insurance coverage required by this Agreement, an insurance company (i) loses its Certificate of Authority, or (ii) fails to maintain the requisite Best's Rating and Financial Size Category, the CONTRACTOR shall immediately notify COUNTY as soon as CONTRACTOR has knowledge of any such circumstance and immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Agreement. Until such time as CONTRACTOR has replaced the unacceptable insurer with an insurer acceptable to COUNTY, CONTRACTOR will be deemed to be in default of this Agreement.

(c) Specifications. Without limiting any of the other obligations or liability of CONTRACTOR, CONTRACTOR shall procure, maintain, and keep in force amounts and types of insurance conforming to the minimum requirements set forth in this subsection, at CONTRACTOR's sole expense. Except as otherwise specified in this Agreement, the insurance will become effective upon execution of this Agreement by CONTRACTOR and must be maintained in force until the expiration of this Agreement's term or the expiration of all Orders issued under this Agreement, whichever comes last. Failure by CONTRACTOR to maintain this required insurance coverage within the stated period will constitute a material breach of this

Term Contract for EMS Medical Supplies and Related Components
(IFB-604500-23/GCM)
Page 10 of 21



Agreement, for which COUNTY may immediately terminate this Agreement. The amounts and types of insurance must conform to the following minimum requirements:

(1) Workers' Compensation/Employer's Liability.

(A) CONTRACTOR's insurance must cover it for liability that would be covered by the latest edition of the standard Workers' Compensation policy as filed for use in Florida by the National Council on Compensation Insurance without restrictive endorsements. CONTRACTOR is also responsible for procuring proper proof of coverage from its subcontractors of every tier for liability that is a result of a Workers' Compensation injury to the subcontractor's employees. The minimum required limits to be provided by both CONTRACTOR and its subcontractors are outlined in subsection (C) below. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage must be included for the United States Longshoremen and Harbor Worker's Compensation Act, Federal Employee's Liability Act, and any other applicable Federal or State law.

(B) Subject to the restrictions of coverage found in the standard Workers' Compensation policy, there will be no maximum limit on the amount of coverage for liability imposed by the Florida Workers' Compensation Act, the United States Longshoremen's and Harbor Worker's Compensation Act, or any other coverage customarily insured under Part One of the standard Workers' Compensation policy.

(C) The minimum amount of coverage under Part Two of the standard Workers' Compensation policy is required to be the following:

\$500,000.00 (Each Accident)
\$500,000.00 (Disease-Policy Limit)
\$500,000.00 (Disease-Each Employee)

(2) Commercial General Liability.

Term Contract for EMS Medical Supplies and Related Components
(IFB-604500-23/GCM)
Page 11 of 21



(A) CONTRACTOR's insurance must cover it for those sources of liability that would be covered by the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01), as filed for use in the State of Florida by the Insurance Services Office. Coverage must not contain any endorsements excluding or limiting Products/Completed Operations, Contractual Liability, or Separation of Insureds.

(B) CONTRACTOR shall maintain these minimum insurance limits:

General Aggregate	Two Times (2x) the Each Occurrence Limit
Personal & Advertising	\$1,000,000.00
Injury Limit	
Each Occurrence Limit	\$1,000,000.00
Pollution Liability	\$1,000,000.00

(3) Professional Liability Insurance. CONTRACTOR shall carry Professional Liability Insurance with limits of not less than One Million and No/100 Dollars (\$1,000,000.00).

(4) Business Auto Policy.

(A) CONTRACTOR's insurance must cover CONTRACTOR for those sources of liability which would be covered by Section II of the latest edition of the standard Business Auto Policy (ISO Form CA 00 01), as filed for use in the State of Florida by the Insurance Services Office. Coverage must include owned, non-owned, and hired autos or any auto used by CONTRACTOR. In the event CONTRACTOR does not own automobiles, CONTRACTOR shall maintain coverage for hired and non-owned auto liability for autos used by CONTRACTOR, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy. If the contract involves operations governed by Sections 29 or 30 of the Motor Carrier Act of 1980, endorsement MCS-90 is required.

(B) The minimum limits to be maintained by CONTRACTOR must be per-accident combined single limit for bodily injury liability and property damage liability.

Term Contract for EMS Medical Supplies and Related Components
(IFB-604500-23/GCM)
Page 12 of 21



(C) The minimum amount of coverage under the Business Auto Policy is required to be the following:

Combined Single Limit \$1,000,000.00

(d) Coverage. The insurance provided by CONTRACTOR pursuant to this Agreement must apply on a primary and non-contributory basis, and any other insurance or self-insurance maintained by COUNTY or COUNTY's officials, officers, or employees must be in excess of and not contributing to the insurance provided by or on behalf of CONTRACTOR.

(e) Occurrence Basis. The Workers' Compensation policy, the Commercial General Liability, and the Umbrella policy required by this Agreement must be provided on an occurrence rather than a claims-made basis. The Professional Liability insurance policy may be on an occurrence basis or claims-made basis. If a claims-made basis, the coverage must respond to all claims reported within three (3) years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis.

(f) Obligations. Compliance with the foregoing insurance requirements will not relieve CONTRACTOR, its employees, or its agents of liability from any obligation under this Section or any other Section of this Agreement.

Section 18. Dispute Resolution.

(a) In the event of a dispute related to any performance or payment obligation arising under this Agreement, the parties shall exhaust COUNTY administrative dispute resolution procedures prior to filing a lawsuit or otherwise pursuing legal remedies. COUNTY administrative dispute resolution procedures for proper invoice and payment disputes are set forth in Section 22.15, "Prompt Payment Procedures," Seminole County Administrative Code. COUNTY administrative dispute resolution procedures for contract claims related to this Agreement, other

Term Contract for EMS Medical Supplies and Related Components
(IFB-604500-23/GCM)
Page 13 of 21



than for proper invoice and payment disputes, are set forth in Section 3.5541, "Contract Claims," Seminole County Administrative Code.

(b) In any lawsuit or legal proceeding arising under this Agreement, CONTRACTOR hereby waives any claim or defense based on facts or evidentiary materials that were not presented for consideration in COUNTY administrative dispute resolution procedures set forth in subsection (a) above of which CONTRACTOR had knowledge and failed to present during COUNTY administrative dispute resolution procedures.

(c) In the event that COUNTY administrative dispute resolution procedures are exhausted and a lawsuit or legal proceeding is filed, the parties shall exercise best efforts to resolve disputes through voluntary mediation and to select a mutually acceptable mediator. The parties participating in the voluntary mediation shall share the costs of mediation equally.

Section 19. Representatives of COUNTY and CONTRACTOR.

(a) It is recognized that questions in the day to day conduct of performance pursuant to this Agreement may arise. Upon request by CONTRACTOR, COUNTY shall designate and advise CONTRACTOR in writing of one or more of its employees to whom to address all communications pertaining to the day to day conduct of this Agreement. The designated representative will have the authority to transmit instructions, receive information, and interpret and define COUNTY's policy and decisions pertinent to the work covered by this Agreement.

(b) At all times during the normal work week, CONTRACTOR shall designate or appoint one or more representatives who are authorized to act on behalf of CONTRACTOR and bind CONTRACTOR regarding all matters involving the conduct of the performance pursuant to this Agreement, and who will keep COUNTY continually and effectively advised of such designation.

Term Contract for EMS Medical Supplies and Related Components
(IFB-604500-23/GCM)
Page 14 of 21



Section 20. All Prior Agreements Superseded. This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained in this Agreement and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained or referred to in this document. Accordingly, it is agreed that no deviation from the terms of this Agreement may be predicated upon any prior representations or agreements, whether oral or written.

Section 21. Modifications, Amendments, or Alterations. No modification, amendment, or alteration in the terms or conditions contained in this Agreement will be effective unless contained in a written amendment executed with the same formality and of equal dignity with this Agreement.

Section 22. Independent Contractor. Nothing in this Agreement is intended or may be construed as in any manner creating or establishing a relationship of co-partners between the parties, or as constituting CONTRACTOR (including its officers, employees, and agents) as an agent, representative, or employee of COUNTY for any purpose or in any manner whatsoever. CONTRACTOR is and will remain forever an independent contractor with respect to all services performed under this Agreement.

Section 23. Employee Status. Persons employed by CONTRACTOR in the performance of services and functions pursuant to this Agreement have no claim to pension, workers' compensation, unemployment compensation, civil service, or other employee rights or privileges granted to COUNTY's officers and employees, either by operation of law or by COUNTY.

Section 24. Services Not Provided For. No claim for services provided by CONTRACTOR not specifically provided for in this Agreement will be honored by COUNTY.

Term Contract for EMS Medical Supplies and Related Components
(IFB-604500-23/GCM)
Page 15 of 21



Section 25. Public Records Law.

(a) CONTRACTOR acknowledges COUNTY's obligations under Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, to release public records to members of the public upon request. CONTRACTOR acknowledges that COUNTY is required to comply with Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, in the handling of the materials created under this Agreement and this statute controls over the terms of this Agreement. Upon COUNTY's request, CONTRACTOR shall provide COUNTY with all requested public records in CONTRACTOR's possession, or shall allow COUNTY to inspect or copy the requested records within a reasonable time and at a cost that does not exceed costs as provided under Chapter 119, Florida Statutes.

(b) CONTRACTOR specifically acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records and shall perform the following:

(1) CONTRACTOR shall keep and maintain public records that ordinarily and necessarily would be required by COUNTY in order to perform the services required under this Agreement,

(2) CONTRACTOR shall provide COUNTY with access to public records on the same terms and conditions that COUNTY would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

(3) CONTRACTOR shall ensure public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law.

(c) Upon termination of this Agreement, CONTRACTOR shall transfer, at no cost to COUNTY, all public records in possession of CONTRACTOR, or keep and maintain public records required by COUNTY under this Agreement. If CONTRACTOR transfers all public

Term Contract for EMS Medical Supplies and Related Components
(IFB-604500-23/GCM)
Page 16 of 21



records to COUNTY upon completion of this Agreement, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps and maintains the public records upon completion of this Agreement, CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to COUNTY, upon request of COUNTY, in a format that is compatible with the information technology systems of COUNTY.

(d) Failure to comply with this Section will be deemed a material breach of this Agreement for which COUNTY may terminate this Agreement immediately upon written notice to CONTRACTOR. CONTRACTOR may also be subject to statutory penalties as set forth in Section 119.10, Florida Statutes.

(e) IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTRACTOR MAY CONTACT THE CUSTODIAN OF PUBLIC RECORDS, THE SEMINOLE COUNTY PURCHASING AND CONTRACTS MANAGER, AT 407-665-7116, PURCH@SEMINOLECOUNTYFL.GOV, PURCHASING AND CONTRACTS DIVISION, 1301 E. SECOND STREET, SANFORD, FL 32771.

Section 26. Governing Law, Jurisdiction, and Venue. The laws of the State of Florida govern the validity, enforcement, and interpretation of this Agreement. The sole jurisdiction and venue for any legal action in connection with this Agreement will be in the courts of Seminole County, Florida.

Term Contract for EMS Medical Supplies and Related Components
(IFB-604500-23/GCM)
Page 17 of 21



Section 27. Compliance with Laws and Regulations. In providing all services pursuant to this Agreement, CONTRACTOR shall abide by all statutes, ordinances, rules, and regulations pertaining to or regulating the provision of such services, including those now in effect and subsequently adopted. Any violation of these statutes, ordinances, rules, or regulations will constitute a material breach of this Agreement and will entitle COUNTY to terminate this Agreement immediately upon delivery of written notice of termination to CONTRACTOR.

Section 28. Patents and Royalties. Unless otherwise provided, CONTRACTOR is solely responsible for obtaining the right to use any patented or copyrighted materials in the performance of this Agreement. CONTRACTOR, without exception, shall indemnify and save harmless COUNTY and its employees from liability of any nature or kind, including costs and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or supplied by CONTRACTOR. In the event of any claim against COUNTY of copyright or patent infringement, COUNTY shall promptly provide written notification to CONTRACTOR. If such a claim is made, CONTRACTOR shall use its best efforts to promptly purchase for COUNTY the legitimate version of any infringing products or services or procure a license from the patent or copyright holder at no cost to COUNTY that will allow continued use of the service or product. If none of these alternatives are reasonably available, COUNTY shall return the article on request to CONTRACTOR and receive reimbursement, if any, as may be determined by a court of competent jurisdiction.

Section 29. Notices. Whenever either party desires to give notice to the other, it must be given by written notice, sent by registered or certified United States mail, return receipt requested, addressed to the party for whom it is intended at the place last specified. The place for giving of notice will remain such until it has been changed by written notice in compliance with the

Term Contract for EMS Medical Supplies and Related Components
(IFB-604500-23/GCM)
Page 18 of 21



provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice:

For COUNTY:

Seminole County Fire Department
150 Eslinger Way
Sanford, FL 32773

With a copy to:

Seminole County Purchasing & Contracts Division
1301 E. Second Street
Sanford, FL 32771

For CONTRACTOR:

Bound Tree Medical, LLC
5000 Tuttle Crossing Boulevard
Dublin, Ohio 43016

Section 30. Rights At Law Retained. The rights and remedies of COUNTY provided for under this Agreement are in addition and supplemental to any other rights and remedies provided by law.

Section 31. Headings and Captions. All headings and captions contained in this Agreement are provided for convenience only, do not constitute a part of this Agreement, and may not be used to define, describe, interpret or construe any provision of this Agreement.

Section 32. E-Verify System Registration.

(a) CONTRACTOR must register with and use the E-Verify system to verify the work authorization status of all new employees prior to entering into this Agreement with COUNTY. If COUNTY provides written approval to CONTRACTOR for engaging with or contracting for the services of any subcontractors under this Agreement, CONTRACTOR must require certification from the subcontractor that at the time of certification, the subcontractor does not employ, contract,

Term Contract for EMS Medical Supplies and Related Components
(IFB-604500-23/GCM)
Page 19 of 21



or subcontract with an unauthorized alien. CONTRACTOR must maintain a copy of the foregoing certification from the subcontractor for the duration of the agreement with the subcontractor.

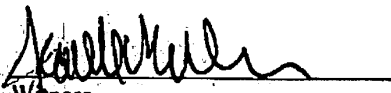
(b) If COUNTY has a good faith belief that CONTRACTOR has knowingly violated this Section, COUNTY shall terminate this Agreement. If COUNTY terminates this Agreement with CONTRACTOR, CONTRACTOR may not be awarded a public contract for at least one (1) year after the date on which this Agreement is terminated. If COUNTY has a good faith belief that a subcontractor knowingly violated this Section, but CONTRACTOR otherwise complied with this Section, COUNTY must promptly notify CONTRACTOR and order CONTRACTOR to immediately terminate its agreement with the subcontractor.

(c) CONTRACTOR shall execute and return the Affidavit of E-Verify Requirements Compliance, attached to this Agreement as Exhibit D, to COUNTY.

IN WITNESS WHEREOF, the parties have made and executed this Agreement for the purposes stated above.

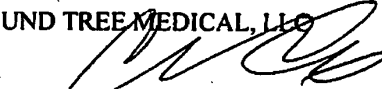
ATTEST:


Witness
Heather Legg
Print Name


Witness
Jeanelle Mendenhall
Print Name

BOUND TREE MEDICAL, LLC

By:


JEFFREY PRESTEL, Corey Case
Authorized Representative

Date: 4/20/2023

[Balance of page left intentionally blank]

Term Contract for EMS Medical Supplies and Related Components
(IFB-604500-23/GCM)
Page 20 of 21



SEMINOLE COUNTY, FLORIDA

G. Narrozas
Witness
Gladys Narrozas
Print Name

Maria A. Green
Witness
Maria A. Green
Print Name

By: Tammy Roberts
TAMMY ROBERTS,
Procurement Administrator

Date: April 28, 2023

For the use and reliance of
Seminole County only.

Approved as to form and
legal sufficiency.

Within the authority delegated by the County
Manager pursuant to Section 3.554,
Seminole County Administrative Code.

[Signature]
County Attorney

GK/sfa
04/04/2023

T:\Users\Legal Secretary CSB\Purchasing 2023\IFB-604500-23 (Bound Tree Medical, LLC) docx

Attachments:

- Exhibit A - Scope of Services
- Exhibit B - Sample Release Order
- Exhibit C - Contract Pricing
- Exhibit D - Affidavit of E-Verify Requirements Compliance

Term Contract for EMS Medical Supplies and Related Components
(IFB-604500-23/GCM)
Page 21 of 21



Exhibit A

Scope of Services

The Seminole County Fire Department is looking for a Vendor to provide EMS Medical Supplies and Equipment at a percentage off catalog/list pricing.

The qualified respondent shall be licensed to supply medications in the state of Florida, in accordance with Florida Statute 499.01 which states, "Any such person must comply with the licensing or permitting requirements of the jurisdiction in which the establishment is located and the federal act, and any product wholesaled into this state must comply with this part. If a person intends to import prescription drugs from a foreign country into this state, the nonresident prescription drug manufacturer must provide to the department a list identifying each prescription drug it intends to import and document approval by the United States Food and Drug Administration for such importation".

The Vendor must notify the EMS Fire Office of any published cost price changes prior to the order being placed. Including a copy of the updated published cost price list.

Include any categories and or manufactures excluded from this discount.

Provide any other additional discounts or offers provided.

Prices shall include all costs, including but not limited to General Administrative, overhead, fringe and benefits, transportation, and profit.

All merchandise shall have a minimum expiration date of twelve (12) months from the date of shipment and the date must be displayed on the packages.

Shipping labels shall be attached to each carton and shall contain the following information: delivery order number, quantity contained in each package and the total number of items being delivered.

The County does not guarantee a minimum total purchase.

The County's EMS Supplies Vendor must have the capability to complete orders, receive supplies and inventory, via UCAP devices integrated thru Operative IQ and IQ Tech.

The inventory system must include licenses to track inventory and assets at all Seminole County fire stations. The web-based inventory management system will also track preventative maintenance data for all assets. The inventory solution shall be included at no additional cost to the County and should be hosted by the vendor and accessible by the County through the internet. The system should be web based, manage inventory and assets, manage preventative maintenance data, manage multiple facility locations for ordering, manage inventory at the truck level as well as the supply room level, provide multi-level reporting, password protected, barcode process enabled, provide multi-level authorization of orders, and have an auto-replenishment feature that can be turned on or off. The system must be in a hosted environment by the vendor. No onsite computer servers or IT support will be provided. Data Back-Ups shall be provided by the vendor however, in the event that the awarded respondent should lose the contract in the future, the County reserves the right to retain any and all data placed into the system prior to and up to contract termination.

The UCAP devices shall check multiple forms of ID and will prompt for station or dispatch specific data. All withdrawals are cataloged, time stamped and regulated by tech clearance/training level. The UCAP aggregates all dispensing history and alerts for low stock position, expiring product and creates a pick list for restocking. It will generate individual call reports based on products restocked. This information can be printed or exported to the County Accounts Payable/Receivable Software.



EXHIBIT B - SAMPLE

ORDER NUMBER: 48148

FLORIDA SALES: 85-8013708974C-0
FEDERAL SALES/USE: 59-6000856

Board of County Commissioners
RELEASE ORDERALL PACKING SLIPS INVOICES AND CORRESPONDENCE
MUST REFER TO THIS ORDER NUMBER

S H I P	
------------------	--



ORDER DATE	01/14/2021
REQUISITION	63930 - OR
REQUESTOR	
VENDOR #	409286
ANALYST	

V E N D O R	
----------------------------	--

SUBMIT ALL INVOICES TO:
AP@seminoleclerk.org
Seminole Count Clerk & Comptroller
POST OFFICE BOX 8080
SANFORD, FL 32772
Accts: Payable Inquiries - Phone (407) 665 7656

ORDER
INQUIRIES

ITEM #	QTY	UNIT	ITEM DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1.00		EA		0.00	

THIS ORDER IS SUBJECT TO THE TERMS & CONDITIONS
ON THE REVERSE SIDE OF THIS ORDER.

TOTAL AMOUNT

00.00

PURCHASING AND CONTRACT DIVISION
1301 EAST SECOND STREET
SANFORD FLORIDA 32771
PHONE (407) 665-7116 / FAX (407) 665-7956

AUTHORIZED SIGNATURE FOR THE SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS

Page 1 of 1

Certified Copy - Grant Maloy
Clerk of the Circuit Court and Comptroller
Seminole County, Florida



Seminole County Clerk of the Circuit Court and Comptroller

eCertified at 05/03/2023 10:57:57 -04:00

eCertified Id: 8DCB-5BEC-54EC

Page 23 of 27

Page 258 of 613

Terms and Conditions

1. Acceptance/Entire Agreement. This Purchase Order ("PO") is entered into between Seminole County, Florida ("County") and the Supplier referenced herein (individually, referred to as "Party," and collectively, "Parties"). By accepting this PO, Supplier accepts all Terms and Conditions contained herein. This PO, including specifications and drawings, if any, and referenced documents, such as solicitations and responses constitutes the entire agreement between the Parties. Whenever terms and conditions of Main Agreement, if any, conflict with any PO issued pursuant to Main Agreement, Main Agreement will control.

2. Inspection. Notwithstanding any prior payment or inspection, all goods/services are subject to inspection/rejection by County at any time, including during manufacture, construction or preparation. To the extent a PO requires a series of performances by Supplier, County reserves right to cancel remainder of PO if goods/services provided during the term of PO are non-conforming or otherwise rejected. Without limiting any rights County may have, County, at its sole option, may require Supplier, at Supplier's expense to: (a) promptly repair or replace any or all rejected goods, or to cure or re-perform any or all rejected services; or (b) refund price of any or all rejected goods or services. All rejected goods will be held for Supplier's prompt inspection at Supplier's risk. Nothing contained in PO will relieve Supplier's obligation of testing, inspection and quality control.

3. Packing & Shipping. Unless otherwise specified, all goods must be packed, packaged, marked and prepared for shipment in a manner that is: (a) in accordance with good commercial practice; (b) acceptable to common carriers for shipment at the lowest rate for the particular good; (c) in accordance with local, state, and federal regulations; and (d) protected against weather. Supplier must mark all containers with necessary lifting, handling, shipping information, PO number, date of shipment and the name of the consignee and consignor. An itemized packing sheet must accompany each shipment.

4. Delivery; Risk of Loss. All goods are FOB destination, and risk of loss will remain with Supplier until delivery by Supplier and acceptance by County. Goods delivered by Supplier that are damaged, defective, or otherwise fail to conform to PO may be rejected by County or held by County at Supplier's risk and expense. County may charge Supplier for cost(s) to inspect, unpack, repack, store and re-ship rejected goods.

5. Delivery of Excess Quantities. If Supplier delivers excess quantities of goods without prior written authorization from County, excess quantities of goods may be returned to Supplier at Supplier's expense.

6. Time is of the Essence. Time is of the essence for delivery of goods/services under PO. Failure to meet delivery schedules or deliver within a reasonable time, as determined by County, entitles County to seek all remedies available at law or in equity. County reserves right to cancel any PO and procure goods/services elsewhere if delivery is not timely. Supplier agrees to reimburse County for all costs incurred in enforcing its rights. Failure of County to cancel PO, acceptance, or payment will not be deemed a waiver of County's right to cancel remainder of PO. Delivery date or time in PO may be extended if Supplier provides a written request in advance of originally scheduled delivery date and time and County agrees to delayed delivery in writing prior to originally scheduled delivery date and time.

7. Warranties. Supplier warrants to County that all goods/services covered by PO conform strictly to specifications, drawings or samples specified or furnished by County; and are free from: (a) defects in title; and (b) latent or patent defects in material or workmanship. If no quality is specified by County, Supplier warrants to County that goods/services are of the best grade of their respective kinds, meet or exceed applicable standards for industry represented; are merchantable (as to goods) and are fit for County's particular purpose. Supplier warrants that at the time County accepts the goods/services, the goods/services will have been produced, sold, delivered and furnished in strict compliance with all applicable federal and state laws, regulations, ordinances, rules, labor agreements and working conditions to which goods/services are subject. Supplier warrants the title to goods furnished under PO is valid, transfer of such title to County is rightful and goods are free of any claims or liens of any nature whatsoever, whether rightful or otherwise, of any person, corporation, partnership or association. All applicable manufacturers' warranties must be furnished to County at time of delivery of goods or completion of service. All warranties are cumulative and are in addition to any other express or implied warranties provided by law.

8. Indemnification. To the fullest extent permitted by law, Supplier assumes any and all liability for damages, breach of PO, loss or injury of any kind or nature whatsoever to persons or property caused by, resulting from or related to the goods/services provided under PO. To the fullest extent permitted by law, Supplier shall indemnify and hold harmless County, its commissioners, officers, employees and agents from and against any and all claims, damages, demands, lawsuits, losses, costs and expenses, including attorneys' fees, patent, copyright or trademark infringement, judgments, decrees of whatsoever nature which County may incur as a result of claims, demands, lawsuits or causes of action of any kind or nature arising from, caused by or related to goods/services furnished by Supplier, its officers, employees, agents, partners, principals or subcontractors. Remedies afforded to County by this section are cumulative with and in no way affect any other legal remedy County may have under PO or at law. Supplier's

obligations under PO must not be limited by any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.

9. Insurance. Supplier, at its sole expense, shall maintain insurance coverage acceptable to County. All policies must name County as an additional insured. All Insurance Certificates must be provided to the Purchasing and Contracts Division within ten (10) days of request. Supplier shall notify County, in writing, of any cancellation, material change, or alteration to Supplier's Certificate of Insurance.

10. Modifications. PO may be modified or rescinded in writing by County.

11. Material Safety Data Sheets. At time of delivery, Supplier agrees to provide County with a current Material Safety Data Sheet for any hazardous chemicals or toxic substances, as required by law.

12. Pricing. Supplier agrees that pricing included on PO shall remain firm through and until delivery of goods and/or completion of services, unless otherwise agreed to by the Parties in writing.

13. Invoicing & Payment. After delivery of goods/services by Supplier and acceptance by the County, the Supplier must electronically submit an original invoice via email to AP@seminoleclerk.org or may mail the invoice, if electronic invoice is not available, to: Seminole County Clerk of the Circuit Court and Comptroller, P.O. Box 8080, Sanford, Florida 32772. Invoices must be billed at pricing stipulated on PO and must include the County's Purchase Order Number. Thereafter, all payments and interest on any late payments will be paid in compliance with Florida Prompt Payment Act, §218.70, Florida Statutes.

14. Taxes. County is exempt from Florida sales tax, federal taxes on transportation charges and any federal excise tax. County will not reimburse Supplier for taxes paid.

15. Termination. County may terminate PO, in whole or in part, at any time, either for County's convenience or because of Supplier's failure to fulfill its obligations under PO, by written notice to Supplier. Upon receipt of written notice, Supplier must discontinue all deliveries affected unless written notice directs otherwise. In the event of termination, County will be liable only for materials procured, work completed or services rendered or supplies partially fabricated, within the authorization of PO. In no event will County be liable for incidental or consequential damages by reason of such termination.

16. Equal Opportunity Employer. County is an Equal Employment Opportunity ("EEO") employer, and as such, requires all Suppliers to comply with EEO regulations with regards to race, color, religion, sex, national origin, age, disability or genetic information, as may be applicable to Supplier. Any subcontracts entered into, as authorized by County, must make reference to this clause with the same degree of application being encouraged.

17. Assignment. Supplier may not assign, transfer, or subcontract PO or any right or obligation under it without County's written consent. Any purported assignment, transfer, or subcontract will be null and void.

18. Venue & Applicable Law. The laws of the State of Florida govern validity, enforcement, and interpretation of PO. The sole jurisdiction and venue for any legal action in connection with PO will be in the courts of Seminole County, Florida.

19. Fiscal Non-Funding. In the event sufficient budgeted funds are not available for payment to Supplier for a new fiscal period, County shall notify Supplier of such occurrence and PO will terminate on the last day of the current fiscal period without penalty or expense to County.

20. Public Records. Supplier acknowledges that PO and any related financial records, audits, reports, plans, correspondence and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. Supplier shall maintain all public records and, upon request, provide a copy of requested records or allow records to be inspected within a reasonable time. Supplier shall also ensure that any public records that are exempt or confidential from disclosure are not disclosed except as authorized by law. In event Supplier fails to abide by provisions of Chapter 119, Florida Statutes, County may, without prejudice to any other right or remedy and after giving Supplier seven (7) days written notice, during which period Supplier still fails to allow access to such documents, terminate PO. **IF SUPPLIER HAS QUESTIONS REGARDING APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO SUPPLIER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO PO, CONTACT CUSTODIAN OF PUBLIC RECORDS AT: 407-665-7116, PURCH@SEMINOLECOUNTYFL.GOV, PURCHASING AND CONTRACTS DIVISION, 1301 E. SECOND STREET, SANFORD, FL 32771.**

21. Right to Audit Records. County will be entitled to audit the books and records of Supplier to the extent that the books and records relate to this PO. Supplier must maintain books and records relating to this PO for a period of three (3) years from the date of final payment under the PO, unless the County authorizes otherwise in writing.

22. Severability. If any section, sentence, clause, phrase or portion of PO are, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion will be deemed separate, distinct, and independent and such holding will not affect validity of remaining portion of PO.

23. Headings & Captions. All headings and captions contained in PO are provided for convenience only, do not constitute a part of PO, and may not be used to define, describe, interpret or construe any provision of PO.
Rev. 10/2021



PROPOSAL DOCUMENT REPORT

IFB No. IFB-604500-23/GCM

Purchase of EMS Supplies and Related Components

EXHIBIT C

Line Item	Description	Unit of Measure	Percentage
1	Percentage off Medical Supplies	1	35%
2	Percentage off Medical Equipment	1	35%
3	Any additional discounts offered by your Company. Please include any other discounts, benefits to the County in your solicitation as a separate attachment	1	40%

PROPOSAL DOCUMENT REPORT

Invitation For Bid - Purchase of EMS Supplies and Related Components

Page 13



Exhibit D

Agreement Name: Purchase of EMS Supplies and Related Components

Agreement Number: IFB-604500-23/GCM

AFFIDAVIT OF E-VERIFY REQUIREMENTS COMPLIANCE

The CONSULTANT/CONTRACTOR agrees to comply with section 448.095, Florida Statutes, and to incorporate in all subcontracts the obligation to comply with section 448.095, Florida Statutes.

1. The CONSULTANT/CONTRACTOR shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the CONSULTANT during the term of the Agreement and shall expressly require any subcontractors performing work or providing services pursuant to the Agreement to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Agreement term.
2. That the CONSULTANT/CONTRACTOR understands and agrees that its failure to comply with the verification requirements of Section 448.095, Florida Statutes or its failure to ensure that all employees and subcontractors performing work under Agreement Number IFB-604500-23/GCM are legally authorized to work in the United States and the State of Florida, constitutes a breach of this Agreement for which Seminole County may immediately terminate the Agreement without notice and without penalty. The CONSULTANT/CONTRACTOR further understands and agrees that in the event of such termination, the CONSULTANT/CONTRACTOR shall be liable to the county for any costs incurred by the County as a result of the CONSULTANT'S/CONTRACTOR'S breach. DATED this 20 day of April, 2023.

Bound Tree Medical, LLC

Consultant Name

By: [Signature]

Print/Type Name: Corey Case

Title: Senior Vice President of Marketing

STATE OF Ohio

COUNTY OF Franklin

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence OR ☐ online notarization, this 20th day of April, 2023, by Corey Case (Full Name of Affiant).



KRYSTAK MARTIN
Notary Public, State of Ohio
My Comm. Expires Nov 23

[Signature]
Print/Type Name: Krysta K. Martin
Notary Public in and for the County
and State Aforementioned
My commission expires: Nov 2023

E-Verify Affidavit
Revised 5/19/2021



BOUND TREE MEDICAL, LLC

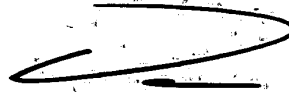
OFFICER'S CERTIFICATE

October 21, 2021

The undersigned, as Secretary of Bound Tree Medical, LLC, an Ohio limited liability company (the "Company") does hereby certify as follows:

(a) Corey Case, Senior Vice President for Company, has the authority to sign customer contracts and otherwise bind the Company where the anticipated annual revenue associated with such contract does not exceed an amount of \$1M.

IN WITNESS WHEREOF, the undersigned has executed this certificate as of the date set forth above.



Darrell A. Hughes, Secretary



Council Communication

To: Mayor and Village Council
From: Terry Abel, Fire Chief
Date: September 10, 2024
SUBJECT: **Resolution Approving FY 2024-2025 Contracted Expenditures from Islamorada Power for Generator Maintenance and Repair TAB 15**

Background:

Islamorada, Village of Islands (the "Village") currently has a total of 15 generators to serve Village-owned properties throughout the Village. Six (6) generators are installed at our wastewater facilities, three (3) are installed at our fire stations/Administrative Center, and six (6) large trailer mounted units that can be used as an emergency power supply at any Village facility. The trailer mounted units were procured via the Hazard Mitigation Grant Program (HMGP). Following completion of RFP 4-12, the Village entered into a contract with Islamorada Power for generator maintenance and service at the August 7, 2024 Regular Village Council Meeting.

Pursuant to Section 2-237 of the Village's Code of Ordinances relating to the Village's Purchasing guidelines, the Village Manager has the authority to make purchases or enter into contracts for purchases of materials, supplies, equipment, improvements or services where the total amount expended is less than \$25,000.00 and the aggregate total for any single vendor in any single fiscal year is less than \$25,000.00. Purchases of or contracts for purchases of materials, supplies, equipment, improvements, or services where the total amount expended is \$25,000.00 or more shall be awarded by the Village Council.

Analysis:

The hard mounted generators installed at the wastewater facilities and fire stations are run weekly and load tested monthly to ensure reliability. Most of the tests are automated. However, to limit potential interruption of Village Operations, some tests are performed manually on the weekends by a Public Works team member. The trailer-mounted generators are not yet on a routine testing schedule, as they are a recent acquisition, and their service is included in the Maintenance Contract with Islamorada Power.

Adoption of the proposed Resolution would approve the expenditure in excess of \$25,000.00 which was competitively bid through RFP 24-12, ranked by the Evaluation Committee which recommended the selection of Islamorada Power for the contract - and the selection of whom was approved pursuant to Resolution 24-08-76.

Budget Impact:

Village staff have identified the operations accounts under Repair and Maintenance for Fire Rescue, Public Works and Wastewater as an appropriate funding source for this service and

contract costs. The expenses of the routine quarterly and annual maintenance in the contract for all wastewater facilities and fire stations are \$19,543.00 and \$12,263.00 respectively, totaling \$31,806.00 annually. However, the total cost does not cover any expenses for non-warranty parts or labor if repairs are required, so in order to maintain operational readiness and not come back to the council for any additional expenses, we respectfully request a not to exceed amount of \$50,000.00.

Staff Impact:

Village staff, including the Fire Rescue, and Public Works/Wastewater Director would create requisitions to create an open purchase order for services for the year, communicate with Islamorada Power to coordinate the timing of the services. The Village Finance Department would track expenditures to ensure departments stay within not to exceed amount.

Recommendation:

It is recommended that the Village Council adopt the attached Resolution, thereby approving expenditures to Islamorada Power. Adoption of the attached Resolution authorizes the Village Manager to expend budgeted funds.

- Attachments:**
1. Resolution for fiscal year 24-25 generator maintenance and repair expenditures with Islamroada Power
 2. Exhibit 1 RFP 24 12 Agreement For Maintenance and Repair of Emergency Generator

RESOLUTION NO. 24-

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING FISCAL YEAR 2024-2025 CONTRACTED EXPENDITURES FROM ISLAMORADA POWER, INC. FOR GENERATOR MAINTENANCE AND REPAIR FOR THE FIRE RESCUE DEPARTMENT; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Islamorada, Village of Islands ("Village") Fire Rescue, Public Works and Wastewater Department requires scheduled and emergency maintenance and repair services for emergency backup generators and transfer switches ("Maintenance Services"); and

WHEREAS, on June 5, 2024, the Village issued Request for Proposals (RFP) 24-12 to solicit proposals from qualified contractors to provide the Maintenance Services; and

WHEREAS, following the competitive bidding process, on August 7, 2024, the Village Council adopted Resolution 24-08-76 which approved the selection of Islamorada Power, Inc. ("Islamorada Power") to perform the Maintenance Services; and

WHEREAS, the Village Council finds that approval of a Fiscal Year 2024-2025 not to exceed amount of \$50,000.00 for the Maintenance Services from Islamorada Power is in the best interest of the Village.

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

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

Section 2. Approval of Fiscal Year Expenditures. The Village Council hereby approves an amount not to exceed Fifty Thousand Dollars (\$50,000.00) for the Maintenance Services from Islamorada Power.

Section 3. Authorization of Fund Expenditure. Notwithstanding the limitations imposed upon the Village Manager pursuant to the Village’s Purchasing Procedures Ordinance, the Village Manager is authorized to expend budgeted funds for the Maintenance Services from Islamorada Power for Fiscal Year 2024-2025.

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

Motion to adopt by _____, second by _____.

**FINAL VOTE AT ADOPTION
VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS**

Mayor Joseph B. Pinder III	_____
Vice Mayor Sharon Mahoney	_____
Councilwoman Elizabeth Jolin	_____
Councilman Mark Gregg	_____
Councilman Henry Rosenthal	_____

PASSED AND ADOPTED THIS ____ DAY OF _____, 2024.

JOSEPH B. PINDER, III, MAYOR

ATTEST:

MARNE MCGRATH, VILLAGE CLERK

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

JOHN J. QUICK, VILLAGE ATTORNEY

AGREEMENT

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

ISLAMORADA, VILLAGE OF ISLANDS

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

and

ISLAMORADA POWER, INC.

a profit corporation authorized to do business in the State of Florida, hereinafter

"CONTRACTOR."

WITNESSETH:

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

Article I. PREAMBLE

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

Section 1.01 The VILLAGE is in need of an independent experienced contractor to provide scheduled and emergency maintenance and repair services for emergency backup generators and transfer switches in a timely and responsive timeframe (the "Services").

Section 1.02 On June 5, 2024, the VILLAGE issued Request for Proposals No. 24-12 for the Services, including all Exhibits and Addenda (the "RFP").

Section 1.03 On July 9, 2024, the VILLAGE received a proposal from CONTRACTOR, for the Services as expressed in the RFP.

Section 1.04 The evaluation committee evaluated and ranked the proposal in accordance with the RFP and determined that CONTRACTOR was a the highest ranked, responsive and responsible proposer for the Services.

Section 1.05 On _____, 2024, the Village Council of Islamorada, Village of Islands (the "Village Council") adopted Resolution No. 24-##-##, awarding the RFP to CONTRACTOR and authorizing the Village to negotiate and execute this Agreement with CONTRACTOR for the Services.

Section 1.06 VILLAGE and CONTRACTOR desire to enter into this Agreement for the completion of the Services in accordance with the RFP and on the schedule set forth in ARTICLE 3 entitled "TIME FOR COMPLETION".

Article II. SCOPE OF WORK

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

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

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

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

Article III. TIME FOR COMPLETION

Section 3.01 The CONTRACTOR shall commence work as directed by the VILLAGE and in accordance with a Schedule of Services to be provided to the CONTRACTOR by the VILLAGE. CONTRACTOR shall complete all work in a timely manner in accordance with the Schedule of Services.

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

Article IV. CONTRACT PRICE, GUARANTEES AND WARRANTIES

Section 4.01 The VILLAGE hereby agrees to pay CONTRACTOR for the faithful performance of this Agreement, for work completed in accordance with the Proposal attached hereto as Exhibit "A", and as directed by VILLAGE. Prices for work completed by the CONTRACTOR shall be as reflected in Exhibit "A".

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

Section 4.03 The CONTRACTOR shall guarantee all portions of the Services against poor workmanship and faulty materials for a period of twelve (12) months after final payment and shall immediately correct any defects which may appear during this period upon notification by VILLAGE. The CONTRACTOR shall provide the manufacturer's warranty on all replacement parts installed.

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

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

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

Article V. CONTRACTOR'S LIABILITY INSURANCE

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

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

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

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

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

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

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

Contractor shall obtain all necessary endorsements to support these requirements.

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

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

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

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

Article VI. PROTECTION OF PROPERTY

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

Article VII. CONTRACTOR'S INDEMNIFICATION

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

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

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

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

Article VIII. INDEPENDENT CONTRACTOR

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

Article IX. CHANGES TO SCOPE OF WORK AND ADDITIONAL WORK

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

NAME OF SERVICES
DESCRIPTION OF SERVICES
ESTIMATED COST
ESTIMATED COST FOR ADDITION OR CHANGE TO SERVICES
ESTIMATED COMPLETION DATE OF SERVICES

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

Article X. TERM AND TERMINATION

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

Section 10.02 This Agreement shall take effect as of the date of execution as shown herein below and shall remain in effect for a term of twelve (12) months unless terminated earlier under Section 10.01. At its sole discretion, the VILLAGE shall have an option to renew this Agreement in accordance with the same terms and conditions for five (5) additional one (1) year periods. Such renewal shall be effective upon receipt of a written notice from the VILLAGE to the CONTRACTOR, received no later than thirty (30) days prior to the date of termination.

Article XI. CONTRACT DOCUMENTS

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

Article XII. MISCELLANEOUS

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

Section 12.02 Assignments. This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by CONTRACTOR without the prior written consent of VILLAGE. For purposes of this Agreement, any change of ownership of CONTRACTOR shall constitute an assignment which requires VILLAGE approval. However, this Agreement shall run to the VILLAGE and its successors and assigns.

Section 12.03 Records. CONTRACTOR shall keep books and records and require any and all subcontractors to keep books and records as may be necessary in order to record complete and correct entries as to personnel hours charged to this engagement, and any expenses for which

CONTRACTOR expects to be reimbursed, if applicable. Such books and records will be available at all reasonable times for examination and audit by VILLAGE and shall be kept for a period of three (3) years after the completion of all work to be performed pursuant to this Agreement. Incomplete or incorrect entries in such books and records will be grounds for disallowance by VILLAGE of any fees or expenses based upon such entries.

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

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

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

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

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

the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

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

Section 12.08 Scrutinized Companies.

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

Section 12.09 Noncoercive Conduct for Labor or Services. In accordance with Section 787.06, Florida Statutes, the CONTRACTOR has attested to the affidavit incorporated herein that CONTRACTOR does not use coercion for labor or services.

Section 12.10 Notice. Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by registered United States mail, with return receipt requested, addressed to the party for whom it is intended and the remaining party, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written

notice in compliance with the provisions of this section. For the present, the CONTRACTOR and the VILLAGE designate the following as the respective places for giving of notice:

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

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

CONTRACTOR: Alan Cockerham
Islamorada Power, Inc.
88900 Overseas Hwy. #5
Tavernier, FL 33070
office@islamoradapower.com

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

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

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

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

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

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

Section 12.17 Extent of Agreement. This Agreement together with Contract Documents and Exhibits, attached hereto, as amended herein above represents the entire and integrated

agreement between the VILLAGE and the CONTRACTOR and supersedes all prior negotiations, representations or agreements, either written or oral.

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

**[ANY CONTRACT DOCUMENTS FROM THE RFP SHALL BE INSERTED IN AGREEMENT
BEGINNING ON THE FOLLOWING PAGE]**

1. REMEDIES FOR BREACH

In addition to all other remedies included in this FEMA Appendix, Contractor shall, at a minimum, be liable to the Village for all foreseeable damages it incurs as a result of Contractor violation or breach of the terms of the contract. This includes without limitation any costs incurred to remediate defects in Contractor's services and/or the additional expenses to complete Contractor's services beyond the amounts agreed to in the contract, after Contractor has had a reasonable opportunity to remediate and/or complete its services as otherwise set for in the contract. All remedies provided for in the contract may be exercised individually or in combination with any other remedy available thereunder or under applicable laws, rules and regulations. The exercise of any remedy shall not preclude or in any way be deemed to waive any other remedy.

2. TERMINATION FOR CAUSE AND CONVENIENCE

Any Agreement resulting from a procurement activity by Islamorada, Village of Islands (the "VILLAGE") may be terminated by either party for cause, or the VILLAGE for convenience, upon ten (10) days written notice by the VILLAGE to CONTRACTOR in which event the CONTRACTOR shall be paid its compensation for services performed to termination date. In the event that the CONTRACTOR abandons the Agreement or causes it to be terminated, he shall indemnify the VILLAGE against any loss pertaining to this termination up to a maximum of the full contracted fee amount. All finished or unfinished documents, data, studies, plans, surveys, and reports prepared by CONTRACTOR shall become the property of VILLAGE and shall be delivered by CONTRACTOR to VILLAGE.

3. DAVIS BACON ACT

Applies to the Emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program. It DOES NOT apply to other FEMA grant and cooperative agreement programs, including the Public Assistance Program.

- a. All transactions regarding the contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.
- b. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.
- c. Additionally, Contractors are required to pay wages not less than once a week.

4. EQUAL EMPLOYMENT OPPORTUNITY

During the performance of the contract, the Contractor agrees as follows:

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

(4) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of the contract or with any of the said rules, regulations, or orders, the contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions

may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of Contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a Contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon Contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

5. COPELAND ANTI-KICKBACK ACT

Applies to all contracts for construction or repair work above \$2,000 in situations where the Davis-Bacon Act also applies. It does not apply to the FEMA Public Assistance Program.

- a. Contractor. The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into the contract.
- b. Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- c. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

6. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

- a. Standard. If the FEMA award meets the definition of “funding agreement” under 37C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the non-Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by FEMA. See 2 C.F.R. Part 200, Appendix II(F).
- b. Applicability. This requirement applies to “funding agreements,” but it DOES NOT apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of “funding agreement.”
- c. Funding Agreements Definition. The regulation at 37 C.F.R. § 401.2(a) defines “funding agreement” as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any Contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph..”

7. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Applies to all FEMA contracts awarded by the non- federal entity in excess of \$100,000 under grant and cooperative agreement programs that involve the employment of mechanics or laborers. It is applicable to construction work. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(1) Overtime requirements. No Contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. Islamorada, Village of Islands shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

8. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

Clean Air Act

This requirement applies to contracts awarded by a non-federal entity of amounts in excess of \$150,000 under a federal grant.

1. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. The Contractor agrees to report each violation to Islamorada, Village of Islands, and understands and agrees that Islamorada, Village of Islands will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

1. The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
2. The Contractor agrees to report each violation to the Islamorada, Village of Islands, and understands and agrees that Islamorada, Village of Islands will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

9. PROCUREMENT OF RECOVERED MATERIALS

The Contractor agrees to comply with all applicable requirements of Section 6002 of the Solid Waste Disposal Act as amended by the Resource Conservation and Recovery Act.

In the performance of the contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

1. Competitively within a timeframe providing for compliance with the contract performance schedule;
2. Meeting contract performance requirements; or
3. At a reasonable price.

In performance of the contract, the Contractor shall procure solid waste management services in a manner that maximizes energy and resource recovery and establish an affirmative procurement program for procurement of recovered materials identified in EPA guidelines.

Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site,
<https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

10. CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

In accordance with 2 C.F.R. §200.321, the Consultant/Contractor shall take the following affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used whenever possible:

- i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- ii. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- iii. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- v. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- vi. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs i. through v. of this subparagraph.

b. The requirement outlined in subparagraph a. above, sometimes referred to as "socioeconomic contracting," does not impose an obligation to set aside either the solicitation or award of a contract to these types of firms. Rather, the requirement only imposes an obligation to carry out and document the six affirmative steps identified above.

c. The "socioeconomic contracting" requirement outlines the affirmative steps that the Consultant/Contractor must take; the requirements do not preclude the Consultant/Contractor from undertaking additional steps to involve small and minority businesses and women's business enterprises.

d. The requirement to divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises, does not authorize the Consultant/Contractor to break a single project down into smaller components in order to circumvent the micro-purchase or small purchase thresholds so as to utilize streamlined acquisition procedures (e.g. "project splitting").

11. RETENTION OF RECORDS

Financial records, supporting documents, statistical records, and all other non-Federal entity records pertinent to a Federal award must be retained for a period of three (3) years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or passthrough entity in the case of a subrecipient. Federal awarding agencies and pass-through entities must not impose any other record retention requirements upon non-Federal entities. The only exceptions are the following:

- (a) If any litigation, claim, or audit is started before the expiration of the three (3)-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.
- (b) When the non-Federal entity is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period.
- (c) Records for real property and equipment acquired with Federal funds must be retained for three (3) years after final disposition.
- (d) When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the three (3)-year retention requirement is not applicable to the non-Federal entity.
- (e) Records for program income transactions after the period of performance. In some cases recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned.
- (f) Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).
 - (1) If submitted for negotiation. If the proposal, plan, or other computation is required to be submitted to the Federal government (or to the pass-through entity) to form the basis for negotiation of the rate, then the three (3)-year retention period for its supporting records starts from the date of such submission.
 - (2) If not submitted for negotiation. If the proposal, plan, or other computation is not required to be submitted to the Federal government (or to the pass-through entity) for negotiation purposes, then the three (3)-year retention period for the proposal, plan, or computation and its supporting records starts from the end of the fiscal year (or other accounting period) covered by the proposal, plan, or other computation.

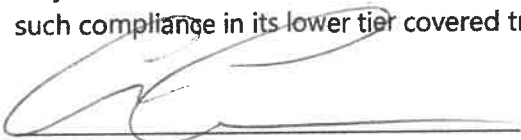
12. SUSPENSION AND DEBARMENT

(1) The contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the Contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by Islamorada, Village of Islands. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to Islamorada, Village of Islands, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.



Signature of Authorized Certifying Official

Alan Cockerham - President

Name and Title of Authorized Certifying Official

July 1, 2024

Date

13. BYRD ANTI-LOBBYING AMENDMENT, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

If applicable, Contractors must sign and submit to the non-federal entity the following certification: APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING. The certification is found on the next page.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING
Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

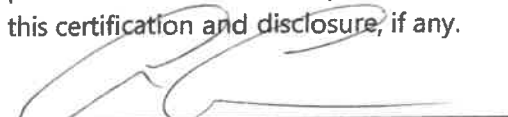
1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.


Signature of Authorized Certifying Official

Alan Cockerham - President
Name and Title of Authorized Certifying Official

July 1, 2024
Date

ADDITIONAL CONTRACT TERMS FOR FEDERAL AND FEMA FUNDED PROJECTS

The following clauses will form part of the agreement between Islamorada, Village of Islands and the Contractor resulting from this RFP.

A. Access to Records:

The following access to records requirements shall apply to the contract.

1. The Contractor agrees to provide Islamorada, Village of Islands, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to the contract for the purposes of making audits, examinations, excerpts, and transcriptions.
2. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
3. The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
4. In compliance with the Disaster Recovery Act of 2018, Islamorada, Village of Islands and the Contractor acknowledge and agree that no language in the contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

B. Changes to the Contract:

Any changes to the contract between Islamorada, Village of Islands and the Contractor modification, change order, or constructive change must be allowable, allocable, within the scope of the grant or cooperative agreement, and reasonable for the completion of project scope.

- C. Non-use of DHS Seal, Logo, and Flags:** The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of HSS agency officials without specific FEMA pre-approval.
- D. Compliance with Federal Law, Regulations, and Executive Orders:** This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The Contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures and directives.
- E. No Obligation by Federal Government:** The Federal Government is not a party to the contract and is not subject to any obligations or liabilities to the non-Federal entity, Contractor, or any other party pertaining to any matter resulting from the contract.

- F. **Program Fraud and False or Fraudulent Statement or Related Facts:** The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to the contract.

 July 1, 2024
Signature of Contractor's Authorized Official


Name and Title of Contractor's Authorized Official

Affidavit Attesting to Noncoercive Conduct for Labor or Services

Nongovernment Entity name: Islamorada Power Inc. ("Vendor")
Vendor FEIN: 88-3878758
Address: 88900 Overseas Hwy #5
City: Tavernier State: FL Zip: 33070
Phone number: 305-504-7877 Email Address: office@islamoradapower.com

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

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

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

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

Written Declaration

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

By: _____

Authorized Signature

Print Name and Title: Alan Cockroham President

Date: July 1, 2024

[SIGNATURE PAGE TO AGREEMENT]

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

VILLAGE

ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA

By: _____
Robert Cole, Village Manager

AUTHENTICATION:

Marne McGrath, Village Clerk

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

John J. Quick, Interim Village Attorney

CONTRACTOR

WITNESS:

Print Name:_____

By:_____

Print Name:_____

Title:_____

Date:_____

Exhibit "A"
FORM OF CONTRACTOR'S PROPOSAL

Cover Letter

RFP 24-12 Emergency Generator Maintenance and Repair

Islamorada Power is the proposed contractor for bid who will also be carrying out the work detailed. Specializing in repair, maintenance and installation of standby power generation equipment in Monroe County.

We are focused as a company on providing top quality service to maintain, repair and service generators up to 1MW in size. As a locally owned and operated business within the Village of Islamorada we recognize the unique needs of maintaining standby power systems in the tropical environment. All manufacturer and location specific maintenance items are within our scope and we aim to provide a schedule to prevent and mitigate any issues on the systems listed. Cummins and Generac certified technicians and an EGSA partnership with continuing education keeps us ahead of the curve.

With regards to this proposal, we are committed to fully carrying out the contract of all option years if chosen. Staffing locally we want to keep our emergency response times short, as well as having 1-2 technicians who do not leave the keys in the event of a storm is required.

This proposal for maintenance has been customized to fit the request of the Village of Islamorada and is valid until rewarded or for (90) days from date below.

x  7-1-2024

Alan Cockerham
President
Islamorada Power
88900 Overseas Hwy #5
Tavernier, FL 33070

Company Overview

Islamorada Power Inc.

July 1, 2024

Islamorada Power is a licensed and insured electrical generator specialist, solely focused on standby power generation. With Generac and Cummins certified technicians on staff to ensure all the units we service and install operate correctly for their lifetime.

With 3 locally based technicians and 2 fully outfitted service trucks we service the entirety of Monroe County. Our office is located at 88900 Overseas Hwy #5, Tavernier, FL 33070. We have two technicians located in Islamorada and Tavernier, along with one who commutes from Homestead.

The owner and primary technician is Alan Cockerham, holding warranty technician certifications for Cummins, Generac and the EGSA basic power generation school. With over a decade of power generation experience on cruise and cargo ships, along with 2 + years in standby power generation in residential, industrial and commercial applications.

Eric Holtan is a Master Electrician with extensive knowledge of single and three phase electrical power. With a strong background in diesel and LPG engine mechanics as well, he is capable of diagnosing and repairing most any major and minor generator and electrical issues.

Jose Romero is a Journeyman electrician with some knowledge in power generation installations. Working on obtaining training certifications for Generac and Cummins this calendar year. Capable of assisting on all diagnostics and repairs.



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

ELECTRICAL CONTRACTORS' LICENSING BOARD

THE ELECTRICAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

Additional Business Qualification

SHANNON, PHILIP C JR

ISLAMORADA POWER INC
221 CANAL STREET
TAVERNIER FL 33070

LICENSE NUMBER: EC13013863

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 07/01/2024

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.





**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

2601 BLAIR STONE ROAD
TALLAHASSEE FL 32399-0783

Congratulations! With this license you become one of the nearly one million Floridians licensed by the Department of Business and Professional Regulation. Our professionals and businesses range from architects to yacht brokers, from boxers to barbeque restaurants, and they keep Florida's economy strong.

Every day we work to improve the way we do business in order to serve you better. For information about our services, please log onto www.myfloridalicense.com. There you can find more information about our divisions and the regulations that impact you, subscribe to department newsletters and learn more about the Department's initiatives.

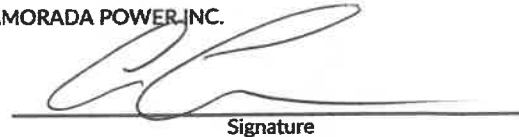
Our mission at the Department is: License Efficiently, Regulate Fairly. We constantly strive to serve you better so that you can serve your customers. Thank you for doing business in Florida, and congratulations on your new license!



**STATE OF FLORIDA DEPARTMENT
OF BUSINESS AND PROFESSIONAL
REGULATION**

EC13013863
CERTIFIED ELECTRICAL CONTRACTOR
SHANNON, PHILIP C JR
ISLAMORADA POWER INC.

ISSUED: 07/01/2024



Signature

LICENSED UNDER CHAPTER 489, FLORIDA STATUTES
EXPIRATION DATE: AUGUST 31, 2026

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
ELECTRICAL CONTRACTORS' LICENSING BOARD**

LICENSE NUMBER: EC13013863

EXPIRATION DATE: AUGUST 31, 2026

THE ELECTRICAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES
Additional Business Qualification

SHANNON, PHILIP C JR
ISLAMORADA POWER INC.
221 CANAL STREET
TAVERNIER FL 33070



ISSUED: 07/01/2024

Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

Islamorada Power

Maintenance Contract References:

-USCG Marathon

150kw MTU Generator Maintenance

POC: Ian Widney

Ian.W.Widney@uscg.mil

(727) 503-5662

-City Hall Marathon

200kw Cummins Diesel Generator Maintenance

POC: Carlos Solis

Solisc@ci.marathon.fl.us

(305) 289-5008

-Theater of the Sea

125kw and 80kw Diesel Generators

POC: Raymond Cerra

maintenance@theaterofthesea.com

(561) 329-1163

1. REMEDIES FOR BREACH

In addition to all other remedies included in this FEMA Appendix, Contractor shall, at a minimum, be liable to the Village for all foreseeable damages it incurs as a result of Contractor violation or breach of the terms of the contract. This includes without limitation any costs incurred to remediate defects in Contractor's services and/or the additional expenses to complete Contractor's services beyond the amounts agreed to in the contract, after Contractor has had a reasonable opportunity to remediate and/or complete its services as otherwise set for in the contract. All remedies provided for in the contract may be exercised individually or in combination with any other remedy available thereunder or under applicable laws, rules and regulations. The exercise of any remedy shall not preclude or in any way be deemed to waive any other remedy.

2. TERMINATION FOR CAUSE AND CONVENIENCE

Any Agreement resulting from a procurement activity by Islamorada, Village of Islands (the "VILLAGE") may be terminated by either party for cause, or the VILLAGE for convenience, upon ten (10) days written notice by the VILLAGE to CONTRACTOR in which event the CONTRACTOR shall be paid its compensation for services performed to termination date. In the event that the CONTRACTOR abandons the Agreement or causes it to be terminated, he shall indemnify the VILLAGE against any loss pertaining to this termination up to a maximum of the full contracted fee amount. All finished or unfinished documents, data, studies, plans, surveys, and reports prepared by CONTRACTOR shall become the property of VILLAGE and shall be delivered by CONTRACTOR to VILLAGE.

3. DAVIS BACON ACT

Applies to the Emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program. It DOES NOT apply to other FEMA grant and cooperative agreement programs, including the Public Assistance Program.

- a. All transactions regarding the contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.
- b. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.
- c. Additionally, Contractors are required to pay wages not less than once a week.

4. EQUAL EMPLOYMENT OPPORTUNITY

During the performance of the contract, the Contractor agrees as follows:

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

(4) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of the contract or with any of the said rules, regulations, or orders, the contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions

may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of Contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a Contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon Contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

5. COPELAND ANTI-KICKBACK ACT

Applies to all contracts for construction or repair work above \$2,000 in situations where the Davis-Bacon Act also applies. It does not apply to the FEMA Public Assistance Program.

- a. Contractor. The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into the contract.
- b. Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- c. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

6. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

- a. Standard. If the FEMA award meets the definition of "funding agreement" under 37C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the non-Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by FEMA. See 2 C.F.R. Part 200, Appendix II(F).
- b. Applicability. This requirement applies to "funding agreements," but it DOES NOT apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of "funding agreement."
- c. Funding Agreements Definition. The regulation at 37 C.F.R. § 401.2(a) defines "funding agreement" as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any Contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.."

7. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Applies to all FEMA contracts awarded by the non- federal entity in excess of \$100,000 under grant and cooperative agreement programs that involve the employment of mechanics or laborers. It is applicable to construction work. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(1) Overtime requirements. No Contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. Islamorada, Village of Islands shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

8. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

Clean Air Act

This requirement applies to contracts awarded by a non-federal entity of amounts in excess of \$150,000 under a federal grant.

1. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. The Contractor agrees to report each violation to Islamorada, Village of Islands, and understands and agrees that Islamorada, Village of Islands will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

1. The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
2. The Contractor agrees to report each violation to the Islamorada, Village of Islands, and understands and agrees that Islamorada, Village of Islands will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

9. PROCUREMENT OF RECOVERED MATERIALS

The Contractor agrees to comply with all applicable requirements of Section 6002 of the Solid Waste Disposal Act as amended by the Resource Conservation and Recovery Act.

In the performance of the contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

1. Competitively within a timeframe providing for compliance with the contract performance schedule;
2. Meeting contract performance requirements; or
3. At a reasonable price.

In performance of the contract, the Contractor shall procure solid waste management services in a manner that maximizes energy and resource recovery and establish an affirmative procurement program for procurement of recovered materials identified in EPA guidelines.

Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site,
<https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

10. CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

In accordance with 2 C.F.R. §200.321, the Consultant/Contractor shall take the following affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used whenever possible:

- i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- ii. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- iii. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- v. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- vi. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs i. through v. of this subparagraph.

b. The requirement outlined in subparagraph a. above, sometimes referred to as "socioeconomic contracting," does not impose an obligation to set aside either the solicitation or award of a contract to these types of firms. Rather, the requirement only imposes an obligation to carry out and document the six affirmative steps identified above.

c. The "socioeconomic contracting" requirement outlines the affirmative steps that the Consultant/Contractor must take; the requirements do not preclude the Consultant/Contractor from undertaking additional steps to involve small and minority businesses and women's business enterprises.

d. The requirement to divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises, does not authorize the Consultant/Contractor to break a single project down into smaller components in order to circumvent the micro-purchase or small purchase thresholds so as to utilize streamlined acquisition procedures (e.g. "project splitting").

11. RETENTION OF RECORDS

Financial records, supporting documents, statistical records, and all other non-Federal entity records pertinent to a Federal award must be retained for a period of three (3) years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or passthrough entity in the case of a subrecipient. Federal awarding agencies and pass-through entities must not impose any other record retention requirements upon non-Federal entities. The only exceptions are the following:

- (a) If any litigation, claim, or audit is started before the expiration of the three (3)-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.
- (b) When the non-Federal entity is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period.
- (c) Records for real property and equipment acquired with Federal funds must be retained for three (3) years after final disposition.
- (d) When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the three (3)-year retention requirement is not applicable to the non-Federal entity.
- (e) Records for program income transactions after the period of performance. In some cases recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned.
- (f) Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).
 - (1) If submitted for negotiation. If the proposal, plan, or other computation is required to be submitted to the Federal government (or to the pass-through entity) to form the basis for negotiation of the rate, then the three (3)-year retention period for its supporting records starts from the date of such submission.
 - (2) If not submitted for negotiation. If the proposal, plan, or other computation is not required to be submitted to the Federal government (or to the pass-through entity) for negotiation purposes, then the three (3)-year retention period for the proposal, plan, or computation and its supporting records starts from the end of the fiscal year (or other accounting period) covered by the proposal, plan, or other computation.

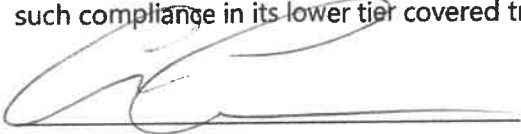
12. SUSPENSION AND DEBARMENT

(1) The contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the Contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by Islamorada, Village of Islands. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to Islamorada, Village of Islands, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.



Signature of Authorized Certifying Official

Alan Cockerham - President

Name and Title of Authorized Certifying Official

July 1, 2024

Date

13. BYRD ANTI-LOBBYING AMENDMENT, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

If applicable, Contractors must sign and submit to the non-federal entity the following certification: APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING. The certification is found on the next page.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING
Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

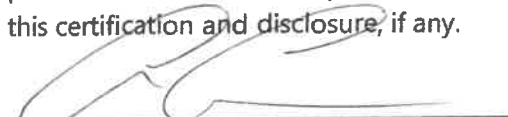
1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.


Signature of Authorized Certifying Official

Alan Cockerham - President
Name and Title of Authorized Certifying Official

July 1, 2024
Date

ADDITIONAL CONTRACT TERMS FOR FEDERAL AND FEMA FUNDED PROJECTS

The following clauses will form part of the agreement between Islamorada, Village of Islands and the Contractor resulting from this RFP.

A. Access to Records:

The following access to records requirements shall apply to the contract.

1. The Contractor agrees to provide Islamorada, Village of Islands, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to the contract for the purposes of making audits, examinations, excerpts, and transcriptions.
2. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
3. The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
4. In compliance with the Disaster Recovery Act of 2018, Islamorada, Village of Islands and the Contractor acknowledge and agree that no language in the contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

B. Changes to the Contract:

Any changes to the contract between Islamorada, Village of Islands and the Contractor modification, change order, or constructive change must be allowable, allocable, within the scope of the grant or cooperative agreement, and reasonable for the completion of project scope.

- C. **Non-use of DHS Seal, Logo, and Flags:** The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of HSS agency officials without specific FEMA pre-approval.
- D. **Compliance with Federal Law, Regulations, and Executive Orders:** This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The Contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures and directives.
- E. **No Obligation by Federal Government:** The Federal Government is not a party to the contract and is not subject to any obligations or liabilities to the non-Federal entity, Contractor, or any other party pertaining to any matter resulting from the contract.

- F. **Program Fraud and False or Fraudulent Statement or Related Facts:** The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to the contract.

 July 1, 2024
Signature of Contractor's Authorized Official


Name and Title of Contractor's Authorized Official

Affidavit Attesting to Noncoercive Conduct for Labor or Services

Nongovernment Entity name: Islamorada Power Inc. ("Vendor")
Vendor FEIN: 88-3878758
Address: 88900 Overseas Hwy #5
City: Tavernier State: FL Zip: 33070
Phone number: 305-504-7877 Email Address: office@islamoradapower.com

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

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

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

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

Written Declaration

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

By: _____

Authorized Signature

Print Name and Title: Alan Cockroham President

Date: July 1, 2024

APPENDIX A

ACKNOWLEDGMENT OF ADDENDA AND DOCUMENTS

The Proposer hereby acknowledges the receipt of the following addenda issued by the Village and incorporated into and made part of this RFP. In the event the Proposer fails to include any addenda in the table below, submission of this form shall constitute acknowledgment of receipt of all addenda, whether or not received by him/her.

ADDENDUM NUMBER	DATE RECEIVED

In addition to the addenda listed above, I acknowledge receipt of the Affidavit Attesting to Noncoercive Conduct for Labor or Services or Services and if awarded an Agreement with the Village will execute the affidavit attesting that my business does not use coercion for labor or services.


Signature

Alan Cockerham
Print name

President
Title

July 1, 2024
Date

BIDDER MUST COMPLETE PART 1 AND PART 2 AND RETURN WITH PROPOSAL

BIDDER PRICE SCHEDULE PART 1**Scheduled Maintenance Prices**

The generator on line 1 is propane fueled. All others are diesel fueled.

					Maintenance Prices materials and labor	
	Equipment Location	Generator Manufacturer & Serial No.	Generator Model Number	Generator Capacity	Quarterly	Annual
1	Fire Station 19 74070 Overseas Hwy Islamorada, FL 33036	Kohler SN 2227671 Propane fueled	60RZG	60kW	\$185	\$485
2	Fire Station 20 81850 Overseas Hwy Islamorada, FL 33036	Kohler SN 0796937	180REOZJB	180kW	\$235	\$1,410
3	Fire Station 21 86800 Overseas Hwy Islamorada, FL 33036	Cummins SN E100123079	DFEG4541033	350kW	\$235	\$1,410
4	NPK Remote Pump Station 142 Sunshine Blvd Tavernier, FL 33070	Cummins SN M08L850301	C100	100kW	\$235	\$1,340
5	NPK Transfer Pump Station 286 Gardenia St Tavernier, FL 33070	Cummins SN I050827921	DFAC-5737946	250kW	\$235	\$1,410
6	MPK Vacuum Pump Station 103 Key Heights Dr Islamorada, FL 33036	Caterpillar SN G5A07149	C9	250kW	\$235	\$1,410
7	SPK Vacuum Pump Station 86800 Overseas Hwy Islamorada, FL 33036	Caterpillar SN N3R03736	D125-6	125kW	\$235	\$1,340
8	UMK Vacuum Pump Station 81953 Old Hwy Islamorada, FL 33036	Caterpillar SN G5A07164	C9	200kW	\$235	\$1,410
9	LMK Vacuum Pump Station 74070 Overseas Hwy Islamorada, FL 33036	Caterpillar SN N3R03734	D150-6	150kW	\$235	\$1,410

10	Fire Station 20 81850 Overseas Hwy Islamorada, FL 33036 (for use at FS 19)	HIPOWER SN 523100659 Trailer-mounted	HRJW 325 T4F	260kW	\$308	\$1,410
11	Fire Station 20 81850 Overseas Hwy Islamorada, FL 33036 (for use at FS 20)	HIPOWER SN 523500548 Trailer-mounted	HRJW 325 T4F	260kW	\$308	\$1,410
12	Fire Station 20 81850 Overseas Hwy Islamorada, FL 33036 (for use at FS 21)	HIPOWER SN 523100664 Trailer-mounted	HRJW 325 T4F	260kW	\$308	\$1,410
13	MPK Vacuum Pump Station 103 Key Heights Dr Islamorada, FL 33036 (use at any Pump Sta)	HIPOWER SN 523100880 Trailer-mounted	HRJW 325 T4F	260kW	\$308	\$1,410
14	MPK Vacuum Pump Station 103 Key Heights Dr Islamorada, FL 33036 (use at any Pump Sta)	HIPOWER SN 523100750 Trailer-mounted	HRJW 325 T4F	260kW	\$308	\$1,410
15	MPK Vacuum Pump Station 103 Key Heights Dr Islamorada, FL 33036 (use at any Pump Sta)	HIPOWER SN 523100881 Trailer-mounted	HRJW 325 T4F	260kW	\$308	\$1,410

All quarterly and yearly required maintenance referenced in the above Bid Price Schedule shall be charged at a flat rate per site.

All parts not included in the maintenance requirements shall be pre-approved by the VILLAGE and billed at a cost-plus fixed percentage. Labor for the work performed shall be billed at the Bidder Price Schedule Part 2.

The fixed percentage proposed is: 25 %.

BIDDER PRICE SCHEDULE PART 2

Unscheduled and Emergency Maintenance and Repair Prices

For Unscheduled Maintenance, Repair, Testing and/or Emergency Repairs that may be requested, bidders are required to complete the following:

Normal Hours Labor Rate: \$ 185 /Hour

Which days and hours are included? Monday-Friday 7am-6pm

Trip/Mileage Charge: ☒ Per Hour or ☐ Per Mile \$ 75 /Each

(Within 30 miles of the Village boundary)

After Hours Labor Rate: \$ 235 /Hour

Which days and hours are included? Anything outside of normal business hours

Trip/Mileage Charge: ☒ Per Hour or ☐ Per Mile \$ 75 /Each

(Mileage paid only within 30 miles of the Village boundary)

Weekends Labor Rate: \$ 235 /Hour

Which days and hours are included? Sat & Sundays

Trip/Mileage Charge: ☒ Per Hour or ☐ Per Mile \$ 75 /Each

(Mileage paid only within 30 miles of the Village boundary)

Holidays Labor Rate: \$ 275 /Hour

Which days and hours are included? All bank recognized holidays

Trip/Mileage Charge: ☒ Per Hour or ☐ Per Mile \$ 75 /Each

(Mileage paid only within 30 miles of the Village boundary)

Affidavit
For Certification as a Local Business

State of Florida
County of Monroe

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

1. My name is Alan Cockerham
2. I am the President (Title) of Islamorada Power
(Name of Firm), and I have personal knowledge of the facts stated herein.
3. Islamorada Power (Name of Company) seeks certification as a
local business pursuant to Ordinance 2-327(e), Islamorada, Village of Islands, and RFP
19-08; and
4. Islamorada Power (Name of Company) has a current Monroe
County occupational license or business tax receipt, with a principal office located at 88900 Overseas Highway #5, Tavernier, FL 33070
(Physical Address), which is between MM 72.658 and the Miami-Dade County
boundary line; and
5. The principal office has been established a minimum of 18 consecutive months prior
to the date of solicitation of ITB 23-20 and operates or performs business on a
day-to-day basis that is a substantial component of the goods or services being offered
to the Village; and
6. A minimum of 51 percent of the labor or personnel used to perform the purchase
contract reside in the Upper Keys (MM72.658 to the Miami-Dade County boundary
line) at the time of submittal; and
7. A minimum of 51 percent of the business' owners reside in the Upper Keys (MM 72.658
to the Miami-Dade County boundary line) at the time of submittal.

Affiant

Sworn to and subscribed before me, this 8 day of July, 2024.

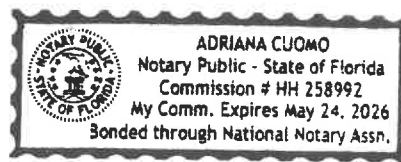
☒ Personally known

☐ Produced identification

Type of identification produced

(seal)

Notary Public



Village Code Section 2-237(e) Preference for local businesses.

- (1) Local preference shall apply for purchases of or contracts for material, supplies, equipment, improvements, or services in the following manner:
 - (a) Any local business shall receive a preference bonus of ten percent for purchases or contracts less than \$100,000.00.
 - (b) Any local business shall receive a preference bonus of five percent for purchases or contracts which are \$100,000.00 or more but less than \$500,000.00.
 - (c) Any local businesses shall receive a preference bonus of two and one-half percent for purchases or contracts which are \$500,000.00 or more.
- (2) For purposes of this subsection, the term "local business" shall mean the following:
 - (a) A business with a current required Monroe County occupational license or business tax receipt, which has a principal office located within the Upper Keys (Upper Keys shall be defined as that geographical area located from the southern boundary of the village at MM 72.658 north to the Miami-Dade County boundary line); and
 - (b) The principal office has been established a minimum of 18 consecutive months prior to the date of the solicitation of the purchase or contract and operates or performs business on a day-to-day basis that is a substantial component of the goods or services being offered to the village; and
 - (c) A minimum of 51 percent of the labor or personnel used to perform the purchase or contract reside in the Upper Keys at the time of submittal; and
 - (d) A minimum of 51 percent of the business' owners reside in the Upper Keys at the time of submittal.
 - (e) Post office boxes are not verifiable and shall not be used for the purpose of establishing a physical address pursuant to this subsection.
 - (f) Any business seeking certification as a local business shall execute and submit to the village an affidavit, in a form provided by the village, certifying that it meets the criteria established for a determination as a local business. The affidavit shall be submitted and kept on file with the village and updated at the time of submittal of any bid or proposal.
- (3) Exemption: The local preference provided for by this subsection shall not be applied where the application of the preference would conflict with federal law, state law or the conditions of any funding source for the purchase or contract.
- (4) Waiver: The application of local preference to a particular purchase or contract for which the village council is the awarding authority may be waived by the village council prior to the solicitation of the purchase or contract.
- (5) Notice: Both bid documents and request for proposal documents shall include notice of the local preference policy and any applicable waiver in accordance with subsection 2-237(e)(4) above.
- (6) Penalties:
 - (a) Misrepresentation. Any vendor, contractor, or firm who fails to act in good faith and misrepresents the local preference status as determined by the village manager in any bid or proposal submitted to the village for the purchases of or contracts for materials, supplies, equipment, improvements, or services shall:
 - (1) Lose the privilege to submit a bid or proposal to the village for a period of up to one year from the date the misrepresentation was discovered; and
 - (2) Pay a penalty equal to the difference between the original purchase or contract award and the next lowest responsive, responsible bidder and pay an additional ten percent penalty based upon the original value of the purchase or contract awarded.
 - (b) Failure to maintain local business preference qualifications. Any vendor, contractor, or firm that fails to maintain its local preference status which resulted in the awarded contract shall be in breach of the contract and may be subject to termination of the contract, suspension of payments under the contract, and loss of the local preference status on the contract.
 - (c) Prior to the imposition of penalties provided for in 2-237(e)(6)(a) or (b) above, any vendor, contractor, or firm shall be entitled to notice from the village and an evidentiary hearing before the village council. Such hearing request shall be filed with the village clerk within 20 calendar days from receipt of the notice.



Council Communication

To: Mayor and Village Council
From: John Quick, Interim Village Attorney
Date: September 10, 2024
SUBJECT: **Resolution Approving One Year Extension to GrayRobinson Agreement for State Lobbying Services TAB 16**

Background:

Since 2012, Village officials made frequent visits to Tallahassee and Washington D.C. to lobby for Islamorada's interests, especially with regard to wastewater matters and wastewater funding. In 2013, Florida Keys municipalities and entities began working collectively to lobby for the remaining \$150 million Mayfield Grant funding and entered into a mutually agreed upon State Wastewater Funding Distribution Agreement. Capitol Insight represented Monroe County's interests in the State Capitol and was uniquely familiar with the State Wastewater Funding Distribution Agreement.

On October 13, 2013, the Village entered into an Agreement for Professional State Lobbying Services with Capitol Insight; The Agreement authorized successive one-year renewals and was renewed for additional years with approval of the First and Second Amendments to the Agreement in 2014 and 2015.

During the 2016 legislative session, the lobbying efforts of Capitol Insight were essential to the Village successfully securing funding through the passage of the Florida Keys Stewardship Act ("FKSA"). In May 2016, Capitol Insight joined with GrayRobinson, P.A. ("GrayRobinson") a full-service law firm with fifteen (15) offices throughout the State of Florida. GrayRobinson proposed to continue to provide the Village with the same scope of lobbying services as did Capitol Insight.

In September 2016, the Village Council adopted Resolution No. 16-09-65, originally approving an Agreement with GrayRobinson, P.A. for professional state lobbying services, which authorized successive one-year renewals. The GrayRobinson agreement was renewed 5 times.

On September 15, 2022, the Village Council adopted Resolution No. 22-09-98 approving a new agreement with GrayRobinson which also authorizes successive one-year renewals ("Agreement").

On September 28, 2023, the Village Council adopted Resolution No. 23-09-110 authorizing a one-year renewal of the Agreement.

Analysis:

GrayRobinson's government relations and lobbying practice is the largest such practice of any law firm in Florida and one of the largest groups of legislative and executive branch lobbyists in the State of Florida. GrayRobinson engages a full staff of professional lobbyists with experience and expertise to achieve results for the Village.

State lobbying efforts during the 2025 Florida Legislative Session are considered essential to the Village and the Florida Keys. GrayRobinson is expected to work closely with Village staff in promoting legislation to address environmental and water quality issues facing the Village, including funding, land acquisition, canal restoration and stormwater infrastructure.

A renewal of the Agreement provides for the same scope of services, specifically, consulting and representing the Village's interests before the Florida Legislature and any executive branch, body and other agencies and governmental entities (the "Services"). The scope is not limited, thereby allowing the Village to benefit from the broad knowledge of GrayRobinson's professional lobbyists. Renewal of the Agreement would continue the Services for an additional one (1) year term through September 30, 2025.

Budget Impact:

The Village's proposed 2024-2025 Budget already includes \$110,000.00 in the Village Council Professional Services budget for lobbying services. Authorized travel and other authorized expenses would be reimbursed as provided for in the Agreement, also through the Village Council Professional Services operating budget.

Staff Impact:

The Village Attorney and the Village Manager would continue to consult and work with the lobbyist regarding legislative issues.

Recommendation:

It is recommended that the Village Council adopt the attached resolution, thereby approving a one-year renewal of the Agreement.

- Attachments:**
1. 451939603-Resolution-Lobbyist GrayRobinson 2024
 2. Exhibit 1 - Gray Robinson_Lobbying Svcs_FY22-23 (fully executed)
 3. 23-09-110_GrayRobinson Lobbying One Year Renewal_

RESOLUTION NO.

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING A ONE-YEAR RENEWAL OF THE AGREEMENT FOR PROFESSIONAL STATE LOBBYING SERVICES BETWEEN GRAYROBINSON, P.A. AND ISLAMORADA, VILLAGE OF ISLANDS; AUTHORIZING VILLAGE OFFICIALS TO IMPLEMENT THE TERMS AND CONDITIONS OF THE PROFESSIONAL SERVICES AGREEMENT; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE PROFESSIONAL SERVICES AGREEMENT; PROVIDING FOR A WAIVER OF COMPETITIVE BIDDING; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, Islamorada, Village of Islands (the "Village") has engaged the services of a professional state lobbying firm since April 2010; and

WHEREAS, on September 15, 2022, the Village Council adopted Resolution No. 22-09-98, approving an agreement with GrayRobinson, P.A. for professional state lobbying services (the "Agreement"); and

WHEREAS, on September 28, 2023, the Village Council adopted Resolution No. 23-09-110 authorizing a one-year renewal of the Agreement; and

WHEREAS, on June 11, 2024, the Village Council met to begin preparing its annual analysis of legislative priorities; and

WHEREAS, state lobbying efforts during the 2025 Florida Legislative Session will be essential to the Village and the Florida Keys; and

WHEREAS, GrayRobinson's government relations and lobbying practice is the largest such practice of any law firm in Florida and one of the largest groups of legislative and executive branch lobbyists in the state; and

WHEREAS, GrayRobinson engages a full staff of professional lobbyists with experience and expertise to achieve results for the Village; and

WHEREAS, GrayRobinson desires to continue to provide the same scope of lobbying services to the Village as under the current agreement with GrayRobinson, specifically, consulting and representing the Village's interests before the Florida Legislature and any executive branch, body and other agencies and governmental entities (the "Services"); and

WHEREAS, the term of the current agreement with GrayRobinson runs through September 30, 2023; and

WHEREAS, the Village and GrayRobinson desire to renew the Agreement for an additional one (1) year, commencing on October 1, 2024, in an amount not to exceed \$108,000.00 annually (the "Agreement"); and

WHEREAS, Section 2-328(1) 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 a one (1) year renewal of the Agreement with GrayRobinson, attached as Exhibit 1, and a waiver of competitive bidding for the Services to be provided is in the best interest of the Village.

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

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

Section 2. Approval of Agreement Renewal. The Village Council hereby approves a one (1) year renewal of the Agreement for Professional State Lobbying Services, a copy of which is attached as Exhibit 1.

Section 3. Authorization of Village Officials. The Village Manager and/or his/her designee and the Village Attorney are authorized to take all actions necessary to implement the terms and conditions of the 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(1) 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.

PASSED AND ADOPTED this ____ day of September, 2024.

Motion to adopt by _____. Seconded by _____.

Remainder of this page intentionally left blank.

FINAL VOTE AT ADOPTION

VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS

Mayor Joseph B. Pinder III ___
Vice Mayor Sharon Mahoney ___
Councilman Mark Gregg ___
Councilwoman Elizabeth Jolin ___
Councilman Henry Rosenthal ___

PASSED AND ADOPTED THIS ____ DAY OF _____, 2024.

JOSEPH B. PINDER III, MAYOR

ATTEST:

MARNE MCGRATH, VILLAGE CLERK

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

JOHN J. QUICK, VILLAGE ATTORNEY

**PROFESSIONAL STATE LOBBYING CONSULTING SERVICES AGREEMENT
BETWEEN
ISLAMORADA, VILLAGE OF ISLANDS
AND
GRAYROBINSON, P.A.**

THIS AGREEMENT is made between GRAYROBINSON, P.A., a Florida Corporation, (the "Consultant"), and **ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA**, a Florida municipal corporation (the "Village").

WHEREAS, the Consultant and the Village, through mutual negotiation, have agreed upon Scope of Services and Fee for Professional State Lobbying Services for the Village as set forth and incorporated herein; and

WHEREAS, the Village desires to engage the Consultant to perform the Services specified below.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the Consultant and the Village agree as follows.

1. **Scope of Services (the "Services").**

- 1.1 The Consultant agrees to provide consulting and representative services for the Village before the Florida Legislature, the executive branch of the Florida Government and various regional and governmental entities.
- 1.2 Specifically, the Consultant shall provide the following Services.
 - 1.2.1 Assist the Village in developing a wastewater oriented legislative program.
 - 1.2.2 Monitor and report on all programs of interest to the Village, especially those related to wastewater funding matters.
 - 1.2.3 Represent the Village's interests before the Florida Legislature and any executive branch, body and/or other entity that could be of benefit to the Village's interests.
 - 1.2.4 Monitor and track all legislation of interest to the Village.
 - 1.2.5 Provide reports no less than weekly during the legislative sessions and periodic reports as appropriate during non-session months to the Village Manager and Village Attorney on all legislation being tracked. During the legislative session, more frequent reports may be

provided on specific bills identified by the Consultant as having a direct impact on the Village. All such reports shall be sent electronically.

1.2.6 Host Village officials who visit Tallahassee on Village business and arrange all necessary and appropriate meetings.

1.2.7 Attend staff meetings, workshops or Council meetings in Islamorada at the Village Manager's request.

2. Terms/Commencement Date.

2.1 Unless otherwise terminated pursuant to Section 4, this Agreement shall be effective October 1, 2022 and shall continue through September 30, 2023 (the "Term").

2.2 Notwithstanding the above defined Term, the Village Council may, at any time, conduct a review of the Consultant's performance and may elect to terminate the Agreement in accordance with Section 4.1.

2.3 The Village shall have an option to extend the term of this Agreement for successive one (1) year periods (the "Renewal Terms(s)).

2.4 Each Renewal Term shall be effective upon receipt of a written notice from the Village Manager to the Consultant, received no later than the date of expiration of the current Term or Renewal Term.

3. Compensation and Payment.

3.1 For all of the Services provided by the Consultant as described in Section 1, the Village shall pay the Consultant compensation of One Hundred and Eight Thousand Dollars (\$108,000.00) for the Term payable monthly in twelve (12) equal payments of Nine Thousand Dollars (\$9,000.00). Compensation for any Renewal Term shall be by mutual written agreement of the parties.

3.2 The Consultant shall additionally be entitled to reimbursement of reasonable expenses, including travel expenses and lobbyist registration fees incurred directly on behalf of the Village, provided that any such expense is first approved in writing by the Village Manager.

3.3 The Consultant shall remit monthly invoices for services rendered and shall include any approved travel reimbursements with appropriate receipts for the same to document the expense.

3.4 Compensation to the Consultant shall be payable in accordance with the Florida Prompt Payment Act in Chapter 218, Florida Statutes.

4. Termination.

4.1 Notwithstanding the provisions of Section 2, either party may terminate this Agreement at any time upon thirty (30) days advance written notice to the other party.

4.2 In the event of such termination, the Village shall be obligated to the Consultant only for the pro-rated monthly compensation incurred prior to the termination date.

5. Insurance.

5.1 The Consultant shall secure and maintain throughout the duration of this Agreement insurance of such types and in such amounts as specified below naming the Village as an additional insured entity, underwritten by a firm qualified to do business in the State of Florida and have agents upon whom service of process may be made in the State of Florida. The insurance coverage shall include a minimum of the following.

5.1.1 Commercial General Liability. Commercial general liability insurance with limits of liability not less than One Million Dollars (\$1,000,000.00).

5.1.2 Worker's Compensation and Employer's Liability Insurance. Worker's Compensation Insurance for statutory limits as required by applicable State and Federal laws.

5.1.3 Employer's Liability Insurance. Employer's Liability Insurance shall be provided at the statutory coverage amount with a minimum of One Hundred Thousand Dollars (\$100,000.00) per accident. The Consultant shall agree to be responsible for the employment, conduct and control of its employees and for any injury sustained by such employees in the course of their employment.

5.2 Certificates of insurance shall be provided to the Village at the time of execution of this Agreement as well as certified copies, as requested. Each policy certificate shall be endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to the Village before any policy or coverage is cancelled or restricted.

6. Nondiscrimination.

6.1 During the term of this Agreement, the Consultant shall not discriminate against any of its employees or applicants for employment because their race, color, religion, sex, or national origin, and agrees to abide by all Federal and State laws regarding nondiscrimination.

7. Waiver of Jury Trial.

7.1 In the event of any litigation arising out of this Agreement, each party hereby knowingly, irrevocably, voluntarily and intentionally waives its right to a trial by jury.

8. Indemnification.

8.1 The Consultant shall defend, indemnify and hold harmless the Village, its officers, agents and employees, from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgment or damages, directly caused by the Consultant's negligent acts, errors, or omissions in the performance or non-performance of any provisions of this Agreement, including but not limited to, liabilities arising from contracts between the Consultant and its employees, volunteers or agents. The Consultant shall reimburse the Village for all its expenses including reasonable attorneys' fees and costs incurred in and about the defense of any claim or investigation and for any judgment or damages directly caused by the Consultant's negligent acts, errors, or omissions in the performance or non-performance of this Agreement.

8.2 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.

8.3 The provisions of this Section shall survive termination of this Agreement.

9. Notices/Authorized Representatives.

9.1 Any notices required by this Agreement shall be in writing and shall be deemed to have been properly given if transmitted by hand-delivery, by private postal service or by registered or certified mail with postage prepaid return receipt requested, addressed to the parties (or their successors) at the following addresses.

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

For The Consultant: Dean Cannon, Executive Vice-President
and Statewide Chairman of Government Affairs
GrayRobinson, P.A.
301 South Bronough Street
Suite 500
Tallahassee, Florida 32301

10. Governing Law.

10.1 This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Exclusive venue for any litigation arising out of this Agreement shall be in Monroe County, Florida, Upper Keys Division of the Circuit Court or, if in Federal Court, the Southern District of Florida.

11. Entire Agreement/Modification/Amendment.

11.1 This writing contains the entire Agreement of the parties and supersedes any prior oral or written representations. No representations were made or relied upon by either party, other than those that are expressly set forth herein.

11.2 No agent, employee, or other representative of either party is empowered to modify or amend the terms of this Agreement, unless executed with the same formality as this Agreement.

12. Ownership and Access to Records and Audits.

12.1 The Consultant shall comply with the applicable provisions of Chapter 119, Florida Statutes.

12.2 The Village may cancel this Agreement for refusal by the Consultant to allow access by the Village Manager or his designee to any records pertaining to Services performed under this Agreement that are subject to the provisions of Chapter 119, Florida Statutes.

13. Non-assignability.

13.1 This Agreement shall not be assignable by the Consultant. Although this agreement is with the Consultant, the parties agree that the Village is relying upon the apparent qualifications and personal expertise of the

Consultant's lobbyists, Dean Cannon, Ryan Matthews, and Joseph Salzverg, and that the Consultant's lobbyists shall be designated by the Consultant to perform the Services under this Agreement. In the event that the Consultant's lobbyists can no longer perform the Services under this Agreement, this Agreement shall automatically terminate. This Agreement shall not be subject to assignment by the Consultant without written permission of the Village Council

14. Severability.

14.1 If any term or provision of this Agreement, shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and each remaining term and provision of this Agreement shall be valid and be enforceable to the fullest extent permitted by law.

15. Independent Contractor.

15.1 The Consultant and its employees, volunteers and agents shall be and remain independent contractors and not agents or employees of the Village with respect to all of the acts and Services performed by and under the terms of this Agreement. This Agreement shall not in any way be construed to create a partnership, association or any other kind of joint undertaking, enterprise or venture between the parties.

15.2 The Consultant shall be responsible for all compensation, tax responsibilities, insurance benefits, other employee benefits, and any other status or rights of its employees during the course of their employment with Consultant.

16. Conflict of Interest.

16.1 The Consultant shall not be prohibited from representing or providing like services to other persons and entities other than the Village, so long as the Consultant shall avoid any representation or relation which would create an adversarial position or conflict of interest, as first determined by the Village Attorney and Village Council.

16.2 The Consultant shall not take on any client or matter that would jeopardize the Consultant's ability to devote the time, resources, and efforts necessary to fulfill its obligations to the Village.

16.3 The Village acknowledges that the Consultant represents other local governments in Monroe County, specifically, the following: specifically, the following: Monroe County, the City of Key West, and the College of

the Florida Keys Foundation. The Consultant shall not represent any additional local government, political subdivision or special district located in Monroe County without the prior authorization of the Village Council.

17. **Compliance with Laws.**

17.1 The Consultant shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of public authorities relating to the Services.

18. **Waiver.**

18.1 The failure of either party to this Agreement to object to or to take affirmative action with respect to any conduct of the other which is in violation of the terms of this Agreement, shall not be construed as a waiver of the violation or breach, or of any future violation, breach or wrongful conduct.

19. **Survival of Provisions.**

19.1 Any terms or conditions of either this Agreement that require acts beyond the date of the term of the Agreement, shall survive termination of the Agreement, shall remain in full force and effect unless and until the terms or conditions are completed and shall be fully enforceable by either party.

20. **Prohibition of Contingency Fees.**

20.1 The Consultant warrants that it has not employed or retained any company or person(s), other than a bona fide employee working solely for the Consultant, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person(s), company, corporation, individual or firm, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

21. **Public Records.** Village is a public agency subject to Chapter 119, Florida Statutes. To the extent that Consultant is acting on behalf of Village pursuant to Section 119.0701, Florida Statutes, Consultant shall:

21.1 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;

21.2 Provide the public with access to such public records on the same terms and conditions that the County would provide the records and at a cost that

does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

- 21.3 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
- 21.4 Meet all requirements for retaining public records and transfer to Village, at no cost, all public records in possession of the Consultant 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.
- 21.5 **IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONSULTANT'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.**

- 23. **E-Verify.** Consultant 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 Consultant, Consultant may not be awarded a public contract for a period of 1 year after the date of termination.

- 24. **Scrutinized Companies.**

- 24.1 Consultant 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 Consultant or its subconsultants are found to have submitted a false certification; or if Consultant, 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.
- 24.2 Consultant agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.

24.3 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.

25 **Counterparts.**

25.1 This Agreement may be executed in several counterparts, each of which shall be signed by each party and be deemed original and such counterparts shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties execute this Agreement on the respective dates under each signature: The Village, signing by and through its Village Manager, attested to by its Village Clerk, and by Consultant by and through its principal set forth below.

Attest :

ISLAMORADA, VILLAGE OF ISLANDS


Marne McGrath, Village Clerk

By: 
Ted Yates, Village Manager

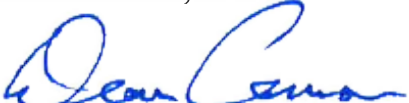
Date: 10.17.22

Approved as to Form and Legality
For the Use and Benefit of Islamorada,
Village of Islands Only



Village Attorney

GRAYROBINSON, P.A.

By: 
Dean Cannon, Jr., Executive Vice-President

Date: October 17, 2022

RESOLUTION NO. 23-09-110

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING A ONE YEAR RENEWAL OF THE AGREEMENT FOR PROFESSIONAL STATE LOBBYING SERVICES BETWEEN GRAYROBINSON, P.A. AND ISLAMORADA, VILLAGE OF ISLANDS; AUTHORIZING VILLAGE OFFICIALS TO IMPLEMENT THE TERMS AND CONDITIONS OF THE PROFESSIONAL SERVICES AGREEMENT; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE PROFESSIONAL SERVICES AGREEMENT; PROVIDING FOR A WAIVER OF COMPETITIVE BIDDING; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, Islamorada, Village of Islands (the "Village") has engaged the services of a professional state lobbying firm since April 2010; and

WHEREAS, on September 15, 2023, the Village Council adopted Resolution No. 22-09-98, approving an agreement with GrayRobinson, P.A. for professional state lobbying services (the "Agreement"); and

WHEREAS, state lobbying efforts during the 2024 Florida Legislative Session will be essential to the Village and the Florida Keys; and

WHEREAS, GrayRobinson's government relations and lobbying practice is the largest such practice of any law firm in Florida and one of the largest groups of legislative and executive branch lobbyists in the state; and

WHEREAS, GrayRobinson engages a full staff of professional lobbyists with experience and expertise to achieve results for the Village; and

WHEREAS, GrayRobinson desires to continue to provide the same scope of lobbying services to the Village as under the current agreement with GrayRobinson, specifically, consulting and representing the Village's interests before the Florida Legislature and any executive branch, body and other agencies and governmental entities (the "Services"); and

WHEREAS, the term of the current agreement with GrayRobinson runs through September 30, 2023; and

WHEREAS, the Village and GrayRobinson desire to renew the Agreement for an additional one (1) year, commencing on October 1, 2023, in an amount not to exceed \$108,000.00 annually (the "Agreement"); and

WHEREAS, Section 2-328(1) 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 a one (1) year renewal of the Agreement with GrayRobinson, attached as Exhibit 1, and a waiver of competitive bidding for the Services to be provided is in the best interest of the Village.

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

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

Section 2. Approval of Agreement Renewal. The Village Council hereby approves a one (1) year renewal of the Agreement for Professional State Lobbying Services, a copy of which is attached as Exhibit 1.

Section 3. Authorization of Village Officials. The Village Manager and/or his/her designee and the Village Attorney are authorized to take all actions necessary to implement the terms and conditions of the 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(1) 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.

PASSED AND ADOPTED this 28th day of September, 2023.

Motion to adopt by Mark Gregg. Seconded by Elizabeth Jolin.

Remainder of this page intentionally left blank.

FINAL VOTE AT ADOPTION

VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS

Mayor Joseph B. Pinder III	<u>Yes</u>
Vice Mayor Sharon Mahoney	<u>Yes</u>
Councilman Mark Gregg	<u>Yes</u>
Councilwoman Elizabeth Jolin	<u>Yes</u>
Councilman Henry Rosenthal	<u>Yes</u>

PASSED AND ADOPTED THIS 28th DAY OF SEPTEMBER, 2023.

DocuSigned by:

Joseph B. Pinder III

F8EB3A68BD794EF...

JOSEPH B. PINDER III, MAYOR

ATTEST:

DocuSigned by:

Marne K. McGrath

008B49A9B2704D5...

MARNE MCGRATH, VILLAGE CLERK

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

DocuSigned by:

John J. Quick

362BEAA7FDD0437...

JOHN J. QUICK, VILLAGE ATTORNEY



**PROFESSIONAL STATE LOBBYING CONSULTING SERVICES AGREEMENT
BETWEEN
ISLAMORADA, VILLAGE OF ISLANDS
AND
GRAYROBINSON, P.A.**

THIS AGREEMENT is made between GRAYROBINSON, P.A., a Florida Corporation, (the "Consultant"), and **ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA**, a Florida municipal corporation (the "Village").

WHEREAS, the Consultant and the Village, through mutual negotiation, have agreed upon Scope of Services and Fee for Professional State Lobbying Services for the Village as set forth and incorporated herein; and

WHEREAS, the Village desires to engage the Consultant to perform the Services specified below.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the Consultant and the Village agree as follows.

1. **Scope of Services (the "Services").**

- 1.1 The Consultant agrees to provide consulting and representative services for the Village before the Florida Legislature, the executive branch of the Florida Government and various regional and governmental entities.
- 1.2 Specifically, the Consultant shall provide the following Services.
 - 1.2.1 Assist the Village in developing a wastewater oriented legislative program.
 - 1.2.2 Monitor and report on all programs of interest to the Village, especially those related to wastewater funding matters.
 - 1.2.3 Represent the Village's interests before the Florida Legislature and any executive branch, body and/or other entity that could be of benefit to the Village's interests.
 - 1.2.4 Monitor and track all legislation of interest to the Village.
 - 1.2.5 Provide reports no less than weekly during the legislative sessions and periodic reports as appropriate during non-session months to the Village Manager and Village Attorney on all legislation being tracked. During the legislative session, more frequent reports may be

provided on specific bills identified by the Consultant as having a direct impact on the Village. All such reports shall be sent electronically.

1.2.6 Host Village officials who visit Tallahassee on Village business and arrange all necessary and appropriate meetings.

1.2.7 Attend staff meetings, workshops or Council meetings in Islamorada at the Village Manager's request.

2. Terms/Commencement Date.

2.1 Unless otherwise terminated pursuant to Section 4, this Agreement shall be effective October 1, 2022 and shall continue through September 30, 2023 (the "Term").

2.2 Notwithstanding the above defined Term, the Village Council may, at any time, conduct a review of the Consultant's performance and may elect to terminate the Agreement in accordance with Section 4.1.

2.3 The Village shall have an option to extend the term of this Agreement for successive one (1) year periods (the "Renewal Terms(s)).

2.4 Each Renewal Term shall be effective upon receipt of a written notice from the Village Manager to the Consultant, received no later than the date of expiration of the current Term or Renewal Term.

3. Compensation and Payment.

3.1 For all of the Services provided by the Consultant as described in Section 1, the Village shall pay the Consultant compensation of One Hundred and Eight Thousand Dollars (\$108,000.00) for the Term payable monthly in twelve (12) equal payments of Nine Thousand Dollars (\$9,000.00). Compensation for any Renewal Term shall be by mutual written agreement of the parties.

3.2 The Consultant shall additionally be entitled to reimbursement of reasonable expenses, including travel expenses and lobbyist registration fees incurred directly on behalf of the Village, provided that any such expense is first approved in writing by the Village Manager.

3.3 The Consultant shall remit monthly invoices for services rendered and shall include any approved travel reimbursements with appropriate receipts for the same to document the expense.

3.4 Compensation to the Consultant shall be payable in accordance with the Florida Prompt Payment Act in Chapter 218, Florida Statutes.

4. Termination.

4.1 Notwithstanding the provisions of Section 2, either party may terminate this Agreement at any time upon thirty (30) days advance written notice to the other party.

4.2 In the event of such termination, the Village shall be obligated to the Consultant only for the pro-rated monthly compensation incurred prior to the termination date.

5. Insurance.

5.1 The Consultant shall secure and maintain throughout the duration of this Agreement insurance of such types and in such amounts as specified below naming the Village as an additional insured entity, underwritten by a firm qualified to do business in the State of Florida and have agents upon whom service of process may be made in the State of Florida. The insurance coverage shall include a minimum of the following.

5.1.1 Commercial General Liability. Commercial general liability insurance with limits of liability not less than One Million Dollars (\$1,000,000.00).

5.1.2 Worker's Compensation and Employer's Liability Insurance. Worker's Compensation Insurance for statutory limits as required by applicable State and Federal laws.

5.1.3 Employer's Liability Insurance. Employer's Liability Insurance shall be provided at the statutory coverage amount with a minimum of One Hundred Thousand Dollars (\$100,000.00) per accident. The Consultant shall agree to be responsible for the employment, conduct and control of its employees and for any injury sustained by such employees in the course of their employment.

5.2 Certificates of insurance shall be provided to the Village at the time of execution of this Agreement as well as certified copies, as requested. Each policy certificate shall be endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to the Village before any policy or coverage is cancelled or restricted.

6. Nondiscrimination.

6.1 During the term of this Agreement, the Consultant shall not discriminate against any of its employees or applicants for employment because their race, color, religion, sex, or national origin, and agrees to abide by all Federal and State laws regarding nondiscrimination.

7. Waiver of Jury Trial.

7.1 In the event of any litigation arising out of this Agreement, each party hereby knowingly, irrevocably, voluntarily and intentionally waives its right to a trial by jury.

8. Indemnification.

8.1 The Consultant shall defend, indemnify and hold harmless the Village, its officers, agents and employees, from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgment or damages, directly caused by the Consultant's negligent acts, errors, or omissions in the performance or non-performance of any provisions of this Agreement, including but not limited to, liabilities arising from contracts between the Consultant and its employees, volunteers or agents. The Consultant shall reimburse the Village for all its expenses including reasonable attorneys' fees and costs incurred in and about the defense of any claim or investigation and for any judgment or damages directly caused by the Consultant's negligent acts, errors, or omissions in the performance or non-performance of this Agreement.

8.2 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.

8.3 The provisions of this Section shall survive termination of this Agreement.

9. Notices/Authorized Representatives.

9.1 Any notices required by this Agreement shall be in writing and shall be deemed to have been properly given if transmitted by hand-delivery, by private postal service or by registered or certified mail with postage prepaid return receipt requested, addressed to the parties (or their successors) at the following addresses.

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

For The Consultant: Dean Cannon, Executive Vice-President
and Statewide Chairman of Government Affairs
GrayRobinson, P.A.
301 South Bronough Street
Suite 500
Tallahassee, Florida 32301

10. Governing Law.

10.1 This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Exclusive venue for any litigation arising out of this Agreement shall be in Monroe County, Florida, Upper Keys Division of the Circuit Court or, if in Federal Court, the Southern District of Florida.

11. Entire Agreement/Modification/Amendment.

11.1 This writing contains the entire Agreement of the parties and supersedes any prior oral or written representations. No representations were made or relied upon by either party, other than those that are expressly set forth herein.

11.2 No agent, employee, or other representative of either party is empowered to modify or amend the terms of this Agreement, unless executed with the same formality as this Agreement.

12. Ownership and Access to Records and Audits.

12.1 The Consultant shall comply with the applicable provisions of Chapter 119, Florida Statutes.

12.2 The Village may cancel this Agreement for refusal by the Consultant to allow access by the Village Manager or his designee to any records pertaining to Services performed under this Agreement that are subject to the provisions of Chapter 119, Florida Statutes.

13. Non-assignability.

13.1 This Agreement shall not be assignable by the Consultant. Although this agreement is with the Consultant, the parties agree that the Village is relying upon the apparent qualifications and personal expertise of the

Consultant's lobbyists, Dean Cannon, Ryan Matthews, and Joseph Salzverg, and that the Consultant's lobbyists shall be designated by the Consultant to perform the Services under this Agreement. In the event that the Consultant's lobbyists can no longer perform the Services under this Agreement, this Agreement shall automatically terminate. This Agreement shall not be subject to assignment by the Consultant without written permission of the Village Council

14. Severability.

- 14.1 If any term or provision of this Agreement, shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and each remaining term and provision of this Agreement shall be valid and be enforceable to the fullest extent permitted by law.

15. Independent Contractor.

- 15.1 The Consultant and its employees, volunteers and agents shall be and remain independent contractors and not agents or employees of the Village with respect to all of the acts and Services performed by and under the terms of this Agreement. This Agreement shall not in any way be construed to create a partnership, association or any other kind of joint undertaking, enterprise or venture between the parties.
- 15.2 The Consultant shall be responsible for all compensation, tax responsibilities, insurance benefits, other employee benefits, and any other status or rights of its employees during the course of their employment with Consultant.

16. Conflict of Interest.

- 16.1 The Consultant shall not be prohibited from representing or providing like services to other persons and entities other than the Village, so long as the Consultant shall avoid any representation or relation which would create an adversarial position or conflict of interest, as first determined by the Village Attorney and Village Council.
- 16.2 The Consultant shall not take on any client or matter that would jeopardize the Consultant's ability to devote the time, resources, and efforts necessary to fulfill its obligations to the Village.
- 16.3 The Village acknowledges that the Consultant represents other local governments in Monroe County, specifically, the following: specifically, the following: Monroe County, the City of Key West, and the College of

the Florida Keys Foundation. The Consultant shall not represent any additional local government, political subdivision or special district located in Monroe County without the prior authorization of the Village Council.

17. **Compliance with Laws.**

17.1 The Consultant shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of public authorities relating to the Services.

18. **Waiver.**

18.1 The failure of either party to this Agreement to object to or to take affirmative action with respect to any conduct of the other which is in violation of the terms of this Agreement, shall not be construed as a waiver of the violation or breach, or of any future violation, breach or wrongful conduct.

19. **Survival of Provisions.**

19.1 Any terms or conditions of either this Agreement that require acts beyond the date of the term of the Agreement, shall survive termination of the Agreement, shall remain in full force and effect unless and until the terms or conditions are completed and shall be fully enforceable by either party.

20. **Prohibition of Contingency Fees.**

20.1 The Consultant warrants that it has not employed or retained any company or person(s), other than a bona fide employee working solely for the Consultant, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person(s), company, corporation, individual or firm, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

21. **Public Records.** Village is a public agency subject to Chapter 119, Florida Statutes. To the extent that Consultant is acting on behalf of Village pursuant to Section 119.0701, Florida Statutes, Consultant shall:

21.1 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;

21.2 Provide the public with access to such public records on the same terms and conditions that the County would provide the records and at a cost that

does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

- 21.3 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
- 21.4 Meet all requirements for retaining public records and transfer to Village, at no cost, all public records in possession of the Consultant 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.
- 21.5 **IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONSULTANT'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.**

- 23. **E-Verify.** Consultant 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 Consultant, Consultant may not be awarded a public contract for a period of 1 year after the date of termination.

- 24. **Scrutinized Companies.**

- 24.1 Consultant 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 Consultant or its subconsultants are found to have submitted a false certification; or if Consultant, 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.
- 24.2 Consultant agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.

24.3 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.

25 **Counterparts.**

25.1 This Agreement may be executed in several counterparts, each of which shall be signed by each party and be deemed original and such counterparts shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties execute this Agreement on the respective dates under each signature: The Village, signing by and through its Village Manager, attested to by its Village Clerk, and by Consultant by and through its principal set forth below.

Attest :

ISLAMORADA, VILLAGE OF ISLANDS


Marne McGrath, Village Clerk

By: 
Ted Yates, Village Manager

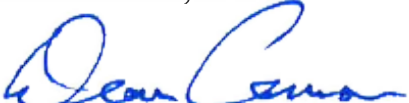
Date: 10.17.22

Approved as to Form and Legality
For the Use and Benefit of Islamorada,
Village of Islands Only



Village Attorney

GRAYROBINSON, P.A.

By: 
Dean Cannon, Jr., Executive Vice-President

Date: October 17, 2022



Council Communication

To: Mayor and Village Council
From: Peter Frezza, Environmental Resources Manager
Date: September 10, 2024
SUBJECT: **Resolution Approving Change Order No. 1 to the Construction Agreement with ASAP, Inc. Related to the Green Turtle Hammock Preserve Basin Improvement Project TAB 17**

Background:

On October 24, 2023, Islamorada, Village of Islands (the "Village"), entered into an Agreement for the construction of the Green Turtle Hammock Nature Preserve Basin Improvement Project (the 'Project') as authorized by the Village Council's adoption of Resolution 23-09-103.

Article 9 "Changes to Scope of Work and Additional Work" of the Agreement allows for changes, modifications and additions to the construction work. Section 9.1 provides: "9.1 The Village may request changes that would increase, decrease or otherwise modify the Scope of Services to be provided under this Agreement described in Article 2 of this Agreement. Such changes or additional services must be in accordance with the provisions of the Code of Ordinances of the VILLAGE and must be contained in a written amendment, executed by the parties hereto, with the same formality and with equality and dignity prior to any deviation from the terms of this Agreement, including the initiation of any additional or extra work..."

In July 2024, the Contractor, ASAP Inc. ("ASAP") completed the components of the project outlined in the project agreement. This included construction of a 55 linear foot seawall repair with new bulkhead, a new kayak launch, a boardwalk, and installation of new riprap and shoreline stabilization. During construction activities, ASAP and the Village procured engineers noticed that the adjacent dock currently on the site had a foundation and pilings that were failing. They concluded that the structural integrity of the wooden dock had been severely compromised due to the erosion that had taken place along the shoreline and that the dock was not safe and no longer acceptable for public use.

In August 2024, at the Village's request, ASAP presented Village staff with a quote (Exhibit "B") for \$39,950 for the replacement of the dock. Change Order #1 (Exhibit "A") to the current agreement with ASAP is proposed in this amount for demolition of the existing dock and replacement construction.

Analysis:

The execution of Change Order #1 is sensible currently for several reasons. The current dock footprint is the only location within the basin where boats could be moored, and it is desirable to the Village to continue to have boat dockage at this location. If the dock were not replaced, this would result in the undesirable outcome of boats tying up to the new kayak launch, which

is not suitable for boat dockage. A boat dock is currently a component of the management plan for this property. Federal and state environmental permits are already issued for construction within this footprint. It would be an expensive and time-consuming process to go through the permitting process for replacement of this dock at a later time.

The Scope of Work for Change Order #1 includes removal of the existing wooden dock and replacing it with an 8' x 20' dock constructed with three by lumber and composite decking, as shown in the sketch within Exhibit B. The task of reconstruction of the dock was not included within the original project scope and not included as part of the bid package for RFP 23-12. Therefore, the Village and ASAP have agreed to execute this change order to complete the job.

Budget Impact:

The changes to the Construction Agreement proposed in Change Order No. 1 would result in an increase of \$39,950.00. The Construction Agreement has a not to exceed cost of \$298,700. If Change Order #1 is approved the total cost of the Project would increase by \$39,950.00 for a total cost of \$338,650.

Village staff have identified the Parks and Recreation Impact Fees as an appropriate funding source for this service and the capital project construction costs pursuant to Sections 30-361 & 30-362 of the Village's Code of Ordinances and Village Comprehensive Plan Policy 9-1.1.1 which direct the financing of public facilities through the use of impact fees collected for new development. As both Upper and Lower Matecumbe Keys have experienced increased residential development after Hurricane Irma in September 2017, public facilities that are to be constructed at Green Turtle Hammock (GTH) will elevate service levels to Village residents, especially those located on Upper and Lower Matecumbe Keys. For these reasons, the use of Parks and Recreation Fees is proposed and is deemed appropriate for this project.

Costs of the GTH improvement projects are being accounted for in the Capital Projects Fund. Transfers of Parks and Recreation Impact Fees accounted for in the Impact Fee Fund are made to the Capital Projects Fund as needed. The proposed fiscal year 2024-2025 Capital Project Fund Budget includes \$926,608 for the Green Turtle Hammock Improvements. Another revenue source for this project is Local Government Discretionary Sales Surtax, which is the primary revenue source for the Capital Project Fund.

Staff Impact:

Village Staff would coordinate all activities under Change Order No. 1.

Recommendation:

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

- Attachments:**
1. Resolution_ASAP change order #1
 2. Exhibit A_ASAP Change Order
 3. Exhibit B_ASAP Quote

RESOLUTION NO. 24-

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

WHEREAS, on October 24, 2024, Islamorada, Village of Islands (the "Village"), entered into an Agreement with ASAP Inc. (the "Contractor") to construct a new kayak launch, seawall, and shoreline stabilization at the Village's Green Turtle Hammock Nature Preserve; and

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

WHEREAS, in August 2024 at the Village's request, the Contractor presented Village staff with a quote for Change Order #1 for additional work to complete the basin improvement project through replacement of the existing dock; and

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

WHEREAS, the Village Council finds that approval of Change Order No. 1 to the Agreement between the Village and the Contractor is in the best interest of the Village.

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

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

Section 2. Approval of Change Order. The Village Council of Islamorada, Village of

Islands, hereby approves Change Order No. 1 between the Village and the Contractor, a copy of which is attached hereto as Exhibit "A", together with such non-material changes as may be acceptable to the Village Manager and approved as to form and legality by the Village Attorney.

Section 3. Authorization of Village Officials. The Village Manager or designee and the Village Attorney are authorized to take all necessary and expedient action to implement the terms and conditions of Change Order No. 1.

Section 4. Authorization of Fund Expenditure. Notwithstanding the limitations imposed upon the Village Manager pursuant to the Village's Purchasing Procedures Ordinance, the Village Manager is authorized to expend budgeted funds to implement the terms and conditions of Change Order No. 1.

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

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

Motion to adopt by _____, seconded by _____.

FINAL VOTE AT ADOPTION

VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS

Mayor Joseph B. Pinder III _____

Vice Mayor Sharon Mahoney _____

Councilman Mark Gregg _____

Councilwoman Elizabeth Jolin _____

Councilman Henry Rosenthal _____

PASSED AND ADOPTED THIS ____ DAY OF _____, 2024.

JOSEPH B. PINDER III, MAYOR

ATTEST:

MARNE MCGRATH, VILLAGE CLERK

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

JOHN J. QUICK, VILLAGE ATTORNEY

EXHIBIT "A"

CHANGE ORDER NO. 1

VILLAGE/OWNER: Islamorada, Village of Islands

COMPANY: ASAP, Inc.

PROJECT: Green Turtle Hammock Preserve Basin Improvement Project

DATE: September 10, 2024

This Change Order will authorize the following changes to the Agreement:

The construction work as set forth in the Agreement is hereby amended as set forth in Exhibit "A" attached hereto and by this reference made a part hereof for all purposes.

This Change Order constitutes full, final, and complete compensation to the Company for all costs, expenses, overhead, and profit that the Company may incur in connection with the above referenced changes to the Agreement, and any other effect on any of the work under the Agreement. The Company acknowledges and agrees that the Agreement Price as reflected in the Agreement will be changed by this Change Order and the Project Schedule and Contract Time for completion of the Green Turtle Hammock Preserve Basin Improvement Project will be unchanged by this Change Order. Except as herein or heretofore expressly modified, all terms of the Agreement shall remain in full force and effect and shall cover the performance of, and payment for, any changes in the construction work authorized hereunder. Any defined terms not defined in this Change Order shall have the meanings set forth in the Agreement.

By signing below the parties indicate acceptance of this Change Order as set forth herein.

[Signatures Follow on the Next Page]

Change Order No. 1

Page 2 of 2

VILLAGE/OWNER

ISLAMORADA, VILLAGE OF ISLANDS

By: _____

Name: _____

Title: _____

Date Executed: _____

ATTEST:

Village Clerk

Approved as to form and legal sufficiency for
the use and benefit of Islamorada, Village of
Islands:

Village Attorney

COMPANY:

ASAP, INC.

By: _____

Name: _____

Title: _____

Date Executed: _____

CHANGE ORDER #1

ITEM	QUANTITY	AMOUNT	COST/CHANGE TO CONSTRUCTION CONTRACT
ADDED TO SCOPE Removal and Replacement of Wooden Dock with an 8' x 20' Dock Constructed with Three by Lumber and Composite Decking.	1	\$39,950.00	\$39,950.00
TOTAL NET CHANGE			\$39,950.00

ASAP INC.
MARINE CONSTRUCTION
P.O. BOX 804
TAVERNIER, FL. 33070
305-852-4554
office@asapmarineconstruction.com
www.asapmarineconstruction.com

August 8, 2024

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

Re: Green Turtle Hammock Preserve

QUOTE

Our price to remove and replace the wood dock adjacent to the dock recently completed, with an 8'x 20' dock constructed with 3 by lumber and composite decking is

\$39,950.00

Shop drawing will be supplied.

Price does not include electric, water, permits or related fees.

Jay Frins
ASAP INC

3"x10" PT LUM
BENT

STRINGER 3"x10" PT LUMBER

20'-0" (+)

(-+) 4'-0"; 8

9'-0"

9'-0"

1 1/2" COMPOSITE DECKING

STRINGER
W/STRAP

BENT

EXISTING SEAWALL

5/8 SS ALTHROD

PILE

10" WOOD PILING

3' BENT
8' BOARD
W/PT



Council Communication

To: Mayor and Village Council
From: Marne McGrath, Village Clerk
Date: September 10, 2024
SUBJECT: **Resolution Opposing the Proposed Development at 92501 Overseas Highway - TAB X**

Background:

At the September 5, 2024 Budget Hearing, Council Member Elizabeth Jolin asked if the Council was interested in adopting a resolution opposing the planned Tavernier Publix development at 92501 Overseas Highway. Some of the council members expressed concerns about the impact on traffic and the potential detriment to the neighborhood.

Analysis:

A majority of the Council asked to bring forward the resolution at the September 10, 2024 Regular Village Council Meeting. Should the resolution be approved, the Council asked it be shared with the Board of Monroe County Commissioners before its September 11, 2024 Regular Commission Meeting.

Budget Impact:

There is no known budget impact.

Staff Impact:

Staff impacts are unknown at this time. However, the development's potential adverse effects could impact the staff's ability to maintain Islamorada's infrastructure and hurricane evacuation procedures.

Recommendation:

Attachments: 1. 49L2199-Resolution opposing Publix development proposal pending with County

RESOLUTION _____

**A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA,
VILLAGE OF ISLANDS, FLORIDA, EXPRESSING OPPOSITION TO
THE DEVELOPMENT CURRENTLY BEING PROPOSED ON A
PORTION OF PROPERTY LOCATED AT 92501 OVERSEAS
HIGHWAY, KEY LARGO, AT APPROXIMATELY MILE MARKER
92.5, CURRENTLY HAVING PARCEL IDENTIFICATION NUMBER
00089490-000000; PROVIDING FOR TRANSMITTAL OF THIS
RESOLUTION TO CERTAIN PEOPLE WITH THE STATE AND
COUNTY**

WHEREAS, on or about March 23, 2022, the Monroe County Planning and Environmental Resources Department received an application from Smith/Hawks, PL ("Agent") on behalf of Singeletary Concrete Products, Inc. and Cemex Construction Materials Florida, LLC ("Property Owners" and "Applicants") and The Vestcor Companies, Inc. and Blackstone Group – Tavernier 925, LLC ("Developers") to amend Monroe County Land Development Code to establish the Tavernier Key Commercial Overlay District ("Overlay District") to allow for a nonresidential ROGO allocation of up to 70,000 square feet, which could allow for the development of a 64,080 SF commercial supermarket, including a liquor store, on property located at 92501 Overseas Highway, Key Largo with parcel identification numbers 00490250-000000 and 00089490-000000 ("Property"). An amended and restated application was received on May 19, 2022 ("Application"); and

WHEREAS, on or about February 15, 2024, the Monroe County Board of County Commissioners ("BOCC", "Monroe County", or "County") voted in favor of approving the Overlay District during the first reading of County Ordinance 04-2024; and

WHEREAS, on or about May 17, 2023, the Florida Department of Commerce issued Final Order No. COM-24-020 rejecting the proposed Overlay District and determining County Ordinance 04-2024 to be inconsistent with the County's Comprehensive Plan; and

WHEREAS, on or about June 27, 2024, the Florida Department of Commerce *sua sponte* issued Amended Final Order No. COM-24-020 finding the Overly District to be in compliance with the County's Comprehensive Plan; and

WHEREAS, on or about September 1, 2023, the Monroe County Planning and Environmental Resources Department ("County Planning Department") also received an application from the Agent representing the Property Owners, requesting BOCC approval of an amendment to the Monroe County Comprehensive Plan to newly create Goal 113, to newly create Objective 113.1, and to newly create the site-specific subarea Policy 113.1.1 ("Tavernier Workforce Housing Subarea 1") on a portion of property located at 92501 Overseas Highway, Tavernier having Parcel Identification Number 00089490-000000 ("Subject Property" or the "Property"). The County Planning Department later received amended and restated applications from the Agent on November 21, 2023, February 28, 2024, May 6, 2024, and July 31, 2024; and

WHEREAS, on or about July 31, 2024, the Applicant submitted changed/revised text amendment language to be included within its proposed Comprehensive Plan text amendment; and

WHEREAS, the Monroe County Planning Commission ("Planning Commission" or "PC") held a public hearing on August 28, 2024, for review and recommendation of the subject Comprehensive Plan text amendment; and

WHEREAS, on August 28, 2024, the Monroe County Planning Commission adopted PC Resolution No. P15-24, in which the Planning Commission acknowledged that under the BOCC's current/present policy direction, the Planning Commission should recommend BOCC denial of the proposed amendment, with the proviso that if the Board of County Commissioners gives new direction to Monroe County Planning & Environmental Resources Department professional staff to

change course and instead allow utilization of the subject 86 Early Evacuation Unit ROGO Allocations without the required 1-for-1 takings and Bert Harris Act liability reduction exchange, the Planning Commission would then recommend approval of this requested Comprehensive Plan text amendment with/including Department professional-staff recommended edits and elimination of certain items; and

WHEREAS, the BOCC is presently scheduled to consider the proposed amendment at its September 11, 2024 regular Commission meeting under Item Number Q3 on its agenda; and

WHEREAS, the Village Council believes that the approval of Item Number Q3 and the corresponding proposed development will have significant adverse impacts for the residents of Islamorada, including, *inter alia*, increased traffic congestion, failure to comply with State law for hurricane evacuation times, degradation of necessary infrastructure, decay of key environmental resources, and a diminished quality of life, particularly in light of Monroe County's unique geography; and

WHEREAS, the approval of the proposed development on the Subject Property would be detrimental to the lives of Islamorada residents, as well as other residents within the Florida Keys; and

WHEREAS, Monroe County is a state-designated Area of Critical State Concern in recognition of its renowned and robust natural resources from the iconic Key Deer and other protected species on land to the lobster, stone crab and finfish in our waters, all of which require and receive the prioritized protection. The approval of the proposed development on the Subject Property would lead to further destruction of habitat for these species and continue to undermine the environmental conservation of these resources; and

WHEREAS, the degradation of this protected environment will inevitably translate into economic losses. Fewer lobster, stone crab, and finfish will result in a loss in revenue and jobs for our local commercial fishing industry (Monroe County's second largest economic sector), will potentially impact local tourism drawn to the Village (and Keys as a whole) for our natural resources affecting local businesses, which would ultimately generate less sales tax revenue; and

WHEREAS, the Village Council has examined the proposed development on the Subject Property and believes that the welfare of Village residents (and Monroe County as a whole), and public trust and confidence are protected by rejecting the proposed development at the Subject Property; and

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

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

Section 2. **Direction to the Clerk.** The Village Clerk is directed to furnish copies of this resolution to:

- A. Mayor Holly Merrill Raschein and all members of the BOCC;
- B. County Clerk Kevin Madok;
- C. Incoming County Administrator Christine Hurley;
- D. Acting County Administrator Kevin Wilson;
- E. Representative Jim Mooney; and
- F. Senator Ana Maria Rodriguez
- G. Florida Department of Commerce

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

Remainder of this page intentionally left blank.

PASSED AND ADOPTED this ____ day of September, 2024.

Motion to adopt by _____. Seconded by _____.

FINAL VOTE AT ADOPTION

VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS

Mayor Joseph B. Pinder III _____

Vice Mayor Sharon Mahoney _____

Councilman Mark Gregg _____

Councilwoman Elizabeth Jolin _____

Councilman Henry Rosenthal _____

PASSED AND ADOPTED THIS ____ DAY OF _____, 2024.

JOSEPH B. PINDER III, MAYOR

ATTEST:

MARNE MCGRATH, VILLAGE CLERK

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

JOHN J. QUICK, VILLAGE ATTORNEY



Council Communication

To: Mayor and Village Council
From: Jennifer DeBoisbriand , Planning Director
Date: September 10, 2024
SUBJECT: **Ordinance Amending SECTION 30-1542 Shoreline Setbacks - Second Reading TAB 18**

Background:

On September 21, 2023, an applicant for a setback Variance appealed the Director's denial of the Variance to the Village Council. During the quasi-judicial hearing the Council heard about the many other tiki huts that were pre-existing non-conforming within the Village. The Village Council asked the Planning Department to provide a solution to tiki huts that exist on docks and what would happen when if/they were damaged or destroyed.

Analysis:

After review of the Code and discussion among staff the attached Resolution allows the construction of a tiki hut on a dock on canals or basins.

At its meeting on August 8, 2024, the Village Council approved the Ordinance on First Reading.

Budget Impact:

None

Staff Impact:

None

Recommendation:

Staff recommends the adoption of this ordinance.

Attachments: 1. Ord_24-Shoreline Setback 2nd reading

ORDINANCE NO. 24-

AN ORDINANCE OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, AMENDING CHAPTER 30 "LAND DEVELOPMENT REGULATIONS", ARTICLE VII "ENVIRONMENTAL REGULATIONS", DIVISION 2 "DOCKS AND SHORELINE USES", SECTION 30-1542 OF THE VILLAGE CODE; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR THE TRANSMITTAL OF THIS ORDINANCE TO THE STATE DEPARTMENT OF COMMERCE; AND PROVIDING FOR AN EFFECTIVE DATE UPON THE APPROVAL OF THIS ORDINANCE BY THE STATE DEPARTMENT OF COMMERCE

WHEREAS, Islamorada, Village of Islands (the "Village") has established Land Development Regulations ("LDRs") to properly guide development and protect the health, safety, and welfare of the public; and

WHEREAS, the Village Council wishes to allow for the safe and effective reconstruction of certain non-enclosed gazebos and tiki huts within the Village; and

WHEREAS, the provisions of this Ordinance are consistent with the Village Comprehensive Plan and the Principles for Guiding Development within the Florida Keys Area of Critical State Concern; and

WHEREAS, the Village Council finds that the provisions of this Ordinance are intended to advance the public health, safety, and welfare of the citizens of the Village.

NOW THEREFORE, be it ordained by the Council of the Village of Islamorada, in the State of Florida, as follows:

SECTION 1: AMENDMENT "Sec 30-1542 Shoreline Setback" of the Islamorada Village Code is hereby *amended* as follows:

Sec 30-1542 Shoreline Setback

All development within the shoreline setback shall be subject to the following standards and design criteria:

- (a) Principal structures shall be set back from the mean high water line (MHWL) or the landward extent of the mangroves as follows:
 - (1) Twenty feet from the MHWL along legally altered shorelines including manmade canals, channels, and basins;
 - (2) Thirty feet from the MHWL or the landward extent of the mangroves, whichever is further landward along open water shorelines not adjacent to manmade canals, channels, or basins which have been legally altered, provided that:
 - a. A mangrove fringe of at least ten feet in width occurs across the entire shoreline of the property; or
 - b. Where no mangrove fringe exists, principal structures shall be set back at least 30 feet from the MHWL, provided that native vegetation exists or is planted with a Class G bufferyard pursuant to section 30- 815 of this chapter across the entire shoreline as approved by the director of planning and development services, and is placed under conservation easement; otherwise the setback shall be 50 feet as measured from the MHWL; or
 - c. Where developed lots exist within 200 feet on both sides of an infill lot and principal structures are set back less than 50 feet from the MHWL or the landward extent of the mangroves, whichever is further landward; the director of planning and development services may evaluate the community character, the presence or absence of environmental features, and the setbacks on adjacent developed properties within two parcels on either side of proposed development, and may allow principal structures to be set back as far as practicable or in line with adjacent principal structures. In no event shall the setback be less than 30 feet. On shorelines where the existing pattern of setback is greater than 30 feet from the MHWL, the greater setback shall apply.
 - (3) Fifty feet from the MHWL or the landward extent of the mangroves, whichever is further landward along unaltered or unlawfully altered shorelines.
- (b) On those beaches identified and approved by the village or department of environmental protection as turtle nesting areas, no structure, including fences, shall be permitted within 50 feet of the landward toe of the beach berm or 100 feet from the mean high-water line where the berm cannot be determined.
- (c) Shoreline setback requirements shall not apply to fences, seawalls, retaining

walls, riprap, and bulkheads as permitted pursuant to this division and this chapter. These structures may be allowed as principal uses where it is demonstrated that their purpose is for erosion control or upland protection as determined pursuant to this division or article V, division 9 of this chapter (Fences).

(d) Accessory uses and structures:

(1) Water-dependent accessory structures and uses may be located within the shoreline setback pursuant to the standards set forth in this division and this chapter. These structures and uses include, but may not be limited to the following: utility pilings, fences, docks, lifts, davits, boat ramps, boat slips, seawalls, riprap, bulkheads, elevated walkways, fish cleaning stations, fish sales, dock master's offices (limited to 150 square feet) and outside dining areas as permitted in article VI, division 9 of this chapter. Open-sided covered boat lifts may be erected only over a cut-in boat slip on manmade canals and may not extend into the adjacent body of water beyond the mouth of the cut-in area, nor extend over any mangroves, submerged seagrasses or hard-bottom communities. The roof and supporting members of a covered boat lift may extend two feet into the shoreline setback around the perimeter of a boat slip. No decks or habitable spaces shall be constructed on the roof of any covered boat lift. The highest portion of the roof of any covered boat lift shall be no more than 12 feet above grade.

(2) Non-water-dependent accessory uses and structures on altered shorelines on canals, basins and channels may include:

- a. Accessory uses and structures provided that in no event shall the total, combined area of all structures occupy more than 60 percent of the upland area of the shoreline setback.
- b. Pools and spas including associated decks, and any screen structures over pools or spas provided that a ten-foot setback from the mean high-water line or landward extent of the mangroves, whichever is further upland, is maintained and a minimum of one canopy tree per 50 feet of rear property line is planted within the setback.
- c. Structures limited to elevated decks, pavers or non-enclosed gazebos limited to 15 feet in height provided that a ten-foot setback from the mean high-water line or landward extent of the mangroves, whichever is further upland, is maintained and a minimum of one canopy tree per 50 feet of rear property line is planted within the setback.

d. Structures limited to non-enclosed gazebos and tiki huts not to

exceed 15 feet in height on docks parallel to the shoreline shall be permitted within the ten-foot setback from the mean high-water line.

- e. All other accessory structures shall meet the setback requirements for principal development.
- (3) Non-water-dependent accessory uses and structures on altered open water shorelines may include:
- a. Accessory structures provided that in no event shall the total, combined area of all structures occupy more than 30 percent of the shoreline setback.
 - b. Pools including associated decks provided that a ten-foot setback from the mean high-water line or landward extent of the mangroves, whichever is further upland, is maintained and a minimum ten-foot wide Class B bufferyard is installed running along the rear property line.
 - c. Structures limited to elevated decks, pavers or non-enclosed gazebos limited to 15 feet in height provided that a ten-foot setback from the mean high-water line or landward extent of the mangroves, whichever is further upland, is maintained and a minimum ten-foot-wide Class B bufferyard is installed running along the rear property line.
 - d. All other accessory structures shall meet the setback requirements for principal development.
- (4) Non-water-dependent accessory uses and structures on unaltered shorelines may include:
- a. Accessory uses and structures provided that in no event shall the total, combined area of all structures occupy more than 30 percent of the shoreline setback.
 - b. Pools including associated decks provided that a 20-foot setback from the mean high-water line or landward extent of the mangroves, whichever is further upland, is maintained and a minimum ten-foot wide Class B bufferyard is installed running along the rear property line.
 - c. Structures limited to elevated decks, pervious pavers or non-enclosed gazebos limited to 15 feet in height provided that a 20-foot setback from the mean high-water line or landward extent of the mangroves, whichever is further upland, is maintained and a minimum ten-foot wide Class B bufferyard is installed running along the rear property line provided.

- d. Where provisions of division 3 of this article (Sea Turtle Nesting Protection), or division 5 of this article (Wetlands) govern, the more restrictive setback shall apply.
 - e. All other accessory structures shall meet the setback requirements for principal development.
- (e) Boat ramps shall be confined to an existing cleared area wherever possible and shall be located and designed so as not to create a nonconformity. Boat ramps other than public ramps shall not exceed 20 feet in width. Boat ramps shall be set back a minimum of five feet from side property lines unless reduced by the director in cases where the strict interpretation would result in adverse environmental impacts.
- (f) Sand and clean screenings used for landscaping purposes on open water shorelines shall not constitute fill and may be placed within the shoreline setback, providing:
 - (1) The material maintains a minimum 20 feet from the mean high-water line or the landward extent of mangroves whichever is greater;
 - (2) The material does not alter the pre-development grade of the parcel more than six inches and maintains the natural slope of the shoreline. Berm material used for retention of the sand shall not exceed 12 inches in height and not be constructed as a permanent structure;
 - (3) Shall incorporate filter cloth landward on the berm;
 - (4) The placement of material does not require the removal of native vegetation; and
 - (5) The shoreline is not a potential or active turtle nesting area.
- (g) The launching or removal of all motorized watercraft is limited to lawfully existing dock and ramp facilities.
- (h) Beach restoration may be permitted providing the project receives permits from all federal and state agencies having jurisdiction prior to submission to the village.
- (i) No development other than pile-supported docks shall be located within 50 feet of the landward toe of the beach berm which is known to serve as an active or potential turtle nesting area. Where a beach berm cannot be determined, a 100-foot setback from the mean high-water line shall be required pursuant to division 3 of this article.
- (j) No vessel of any kind shall dock at, moor to, or tie up to shoreline vegetation, including mangroves. Nothing, however, shall prohibit vessels or persons in distress from mooring to, tying up to, or beaching onto shoreline vegetation, including mangroves, in an emergency situation as may be declared by the mayor.
- (k) Accessory structures, as defined in section 30-32, within the shoreline setback

shall be constructed at a foundation height not to exceed 18 inches above existing grade. Screen enclosures over pools within the shoreline setback shall not exceed 15 feet in height.

SECTION 2: **RECITALS.** The above recitals are true and correct and are incorporated herein by this reference.

SECTION 3: **REPEALER CLAUSE** The Provisions of the Village of Islamorada Code and all Ordinances or parts of Ordinances in conflict with the provisions of this Ordinance are hereby repealed.

SECTION 4: **SEVERABILITY CLAUSE** The provisions of this Ordinance are declared to be severable and if any sentence, section, clause or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sentences, sections, clauses or phrases of the Ordinance but they shall remain in effect it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

SECTION 5: **INCLUSION IN THE CODE.** It is the intention of the Village Council and it is hereby ordained the provisions of this Ordinance shall become and be made part of the Village of Islamorada Code, that sections of this Ordinance may be renumbered or re-lettered to accomplish such intentions, and that the word "Ordinance" shall be changed to "Section" or other appropriate word.

SECTION 6: **TRANSMITTAL.** The Village Clerk is authorized to forward a copy of this Ordinance to the State Department of Commerce (the "DOC") for approval pursuant to section 380.05, Florida Statutes.

SECTION 7: **EFFECTIVE DATE** This Ordinance shall not be effective immediately upon adoption. The Amendment shall not take effect until the date a final order is issued by the DOC. The DOC notice of intent to find this Ordinance in compliance shall be deemed to be the final order if no timely petition challenging this Ordinance is filed.

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

Mayor Joseph B. Pinder III	YES
Vice Mayor Sharon Mahoney	YES
Councilman Mark Gregg	YES
Councilwoman Elizabeth Jolin	YES
Councilman Henry Rosenthal	YES

PASSED on the first reading this 8th day of August, 2024.

The foregoing Ordinance was offered by Councilmember _____, who moved for its adoption on second reading. This motion was seconded by Councilmember ____, and upon being put to a vote, the vote was as follows:

Mayor Joseph B. Pinder III	_____
Vice Mayor Sharon Mahoney	_
Councilman Mark Gregg	-
Councilwoman Elizabeth Jolin	_
Councilman Henry Rosenthal	

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

JOSEPH B. PINDER, III, MAYOR

ATTEST:

MARNE MCGRATH, VILLAGE CLERK

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

JOHN J. QUICK, INTERIM VILLAGE ATTORNEY



Council Communication

To: Mayor and Village Council
From: Jennifer DeBoisbriand , Planning Director
Date: September 10, 2024
SUBJECT: **Ordinance Amendment Considering the Request of HVS82 Investments LLC to Amend the Future Land use Map of Parcel 00415840-000000 - Second Reading TAB 19**

Background:

The applicant, HVS82 Investments LLC, has submitted a map amendment application requesting an approval for a Future Land Use Map (FLUM) Amendment from Residential Conservation (RC) to Mixed-Use (MU) designation on the subject property, located at 88755 Old Highway, comprised of 12,000 square feet. The property is developed with an existing commercial greenhouse. This FLUM amendment has a companion application for a Zoning Map Amendment, which proposes a change from a Native Residential (NR) District to a Highway Commercial (HC) District, and the FLUM amendment cannot be approved without approval of the companion Zoning Map Amendment. The applicant has submitted a Letter of Intent detailing the map amendment request.

Existing Use and Habitat:

The subject property is a 12,000 square foot parcel in Plantation Key. The owner previously received approval from Monroe County, prior to Village Incorporation, to construct the greenhouse to support their flower shop. Upon Village incorporation the property was zoned Native Residential. This made the greenhouse a pre-existing nonconforming use. The property does contain some habitat and a preliminary review by the Village's Biologist determined the remaining habitat could be considered high quality hammock, however, limit of clearing has already been established and per the Village Code n additional clearing will be allowed. 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 some hammock along the perimeter with no habitat on the central part of the parcel.

Surrounding Future Land Use Map (FLUM) Designations:

The subject property currently has an existing Residential Conservation (RC) Future Land Use designation. The surrounding properties to the South are designated Residential Conservation (RC). To the North the adjacent property is designated Mixed Use (MU). The properties to the West across Overseas Highway are designated as Public/Semi-Public Services (PS) and Mixed Use (MU) and to the East across the Old Road is Residential Low (RL). The character of the subject property is an existing greenhouse surrounded by

hammock and the surrounding area is mixed-use with a collective of commercial uses, institutional (public) uses, and single-family residences.

Existing Zoning: Native Residential (NR) District
Flood Zone: Partially Zone AE 11

The LPA heard this item at it's March 11, 2024, meeting and voted to recommend approval.

At its meeting on April 11th , the Village Council voted to approve the ordinance on first reading with the following conditions:

1. Exhibit A on the original Declaration of Restrictive Covenants must be corrected to identify the protected open space.
2. A conservation easement protecting the open space referenced in exhibit A above must be executed.
3. There will never be any boundary or lot line adjustments.
4. All structures shall be limited to the existing footprint.
5. The uses will be restricted to "low intensity" office uses as defined in the Highway Commercial Zoning District:
 - a. Boat sales and service;
 - b. Courier service;
 - c. Exterminator service;
 - d. Fence sales and installation;
 - e. Furniture repair, (re)upholstery, and sales;
 - f. Appliance repair;
 - g. Locksmith;
 - h. Medical offices and supplies;
 - i. Pool sales and service;
 - j. Professional services including accountant, administrative and management services, architect, engineer, counselor, interior designer, investment agent, lawyer, and other similar professions;

Or as defined In Section 30-32:

Intensity for purposes of this chapter refers to the measurement of nonresidential uses. Intensity means an objective measurement of the extent to which land may be developed or used, including the consumption or use of the land; the measurement of the use of or demand on natural resources; and the measurement of the use of or demand on facilities and services, including the floor area ratio, trip generation and level of service. For trip generation, low intensity means a nonresidential use that generates less than 50 average daily trips per 1,000 square feet of floor area, medium intensity means a nonresidential use that generates between 50 and 100 average daily trips per 1,000 square feet of floor area, and high intensity means a nonresidential use that generates greater than 100 average daily trips per 1,000 square feet of floor area.

On June 14, 2024 we received a report from Florida Commerce not identifying any objection or comments from the State Coordinated Review.

Analysis:

The proposed FLUM amendment, from Residential Conservation (RC) to Mixed Use (MU), in conjunction with the companion application for a Zoning Map Amendment from Native Residential (NR) District to Highway Commercial (HC) District, would allow the

applicant/owner to legally continue a commercial use on the property.

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].

Impact and Policy Analysis:

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 RC FLUM and the proposed MU FLUM.

Existing FLUM Category	Maximum Residential Density	Maximum Non-Residential Intensity (FAR)
Residential Conservation (RC)	1 unit/4acres +1	-
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 that 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 one (1) market-rate residential dwelling units or up to four (4) 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).

The proposed FLUM amendment, in conjunction with the companion application for a Zoning Map Amendment, would increase the development potential of the vacant property, thereby allowing the property owners to potentially redevelop the property as market-rate dwelling units, affordable dwelling units, nonresidential floor area or transient units through the transfer

of development rights (TDR) procedure established in the Comprehensive Plan and the LDRs. However, the owner has indicated a desire to maintain the existing development and just establish it legally.

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. 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 when it is available. At this time it is not apparent if the proposed FLUM amendment is projected to increase the existing wastewater LOS or the existing wastewater supply LOS below the adopted standard, as provided in Comprehensive Plan Policies 4-1.1.1 and 9-1.2.3.

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 FKAA 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.

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. All 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. The 2012 Monroe County Public Facilities Capacity Assessment Report indicates that there is sufficient capacity available at authorized disposal sites to accommodate all existing and approved development for at least the next twelve (12) months. At this time it is not apparent if the proposed FLUM amendment is projected to increase the existing solid waste LOS below the adopted standards, as provided in Comprehensive Plan Policies 4-1.1.3 and 9-1.2.3.

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. Any development 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. At this time it is not apparent if the proposed FLUM amendment is

projected to increase the existing stormwater LOS below the adopted standard, as provided in Comprehensive Plan Policies 4-1.1.2 and 9-1.2.3.

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. 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. 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.

The trip generation rate is based on the Institute of Transportation Engineers' Trip Generation, 8th Edition, using the single-family detached housing (210) and low-rise apartment (221) land use classifications. At this time it is not apparent if the proposed FLUM amendment is projected to increase the existing roadway LOS for U.S. 1 below the adopted standard, as provided in Comprehensive Plan Policy 9-1.2.3.

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. 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. At this time it is not apparent if the proposed FLUM amendment is projected to increase the existing schools LOS below the County's adopted standard.

Compatibility with Comprehensive Plan Policies:

- ☐ Objective 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.
- ☐ Policy 1-2.4.6: Establish Zoning Criteria for MU
- ☐ Objective 1-1.1: Plan and Design for Residential Quality
- ☐ Objective 1-1.2: Reinforce and enhance the Villages Appearance

Comprehensive Plan Objective 1-2.4: Recognize Mixed Use Development Patterns

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.

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

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.

Staff believes that the proposed amendment does meet this policy in that the property has some hammock which should be protected and will be protected as the limit of clearing has already been established. The property has a perimeter fence that delineates the limit of clearing as well.

Comprehensive Plan Policy 1-2.4.5: Standards Applicable to Non-Residential Uses in the MU Designation

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.

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. It is unclear how this policy will be met with future development, if any.

Comprehensive Plan Policy 1-2.4.6: Establish Zoning Criteria for MU

The following criteria shall be used as guidelines for designating Zoning Districts within the

Mixed Use FLUM category:

1. Residential Zoning Districts: In general, residential Zoning Districts shall be established where there are existing residential neighborhoods within the Village Activity Centers.
2. Commercial Zoning Districts: 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.
3. Integrated Use Zoning Districts: Integrated use Zoning Districts, which encourage commercial and residential uses to co-locate on the same parcel or within the same building shall be established to maintain and promote affordable, workforce and employee housing. Appropriate locations for integrated use zoning shall include, in general, areas where such uses already exist, the core areas of the Village Activity Centers and other select locations along U.S. 1 where existing structures, business types and locations lend themselves to compatible co-existence with residential uses.
4. School and Recreational Zoning Districts: These Zoning Districts shall be established to accommodate existing or proposed school or recreational uses.

The proposed map amendment would be consistent with Policy 1-2.4.6. The property adjacent already has a commercial use and this subject property operates a commercial use.

Comprehensive Plan Objective 1-1.1: Plan and Design for Residential Quality and Objective 1-1.2: Reinforce and enhance the Villages' Appearance

Realizing the following:

That the Village incorporated to create a Comprehensive Plan to reclaim the Keys by conserving, preserving, and retaining our remarkable assets—our waters and natural environment—and our quality of life;

That the Village is and must continue to be synonymous with sport fishing, diving, the Everglades National Park, the living coral reef, Indian Key, Lignumvitae Key, Shell Key, Windley Quarry, and many species of fish and fowl;

That the Comprehensive Plan must further understanding of the ecological limits of our Keys and prohibit any further degradation of our natural resources by incompatible land and marine activities such as casino boats, sea planes, personal watercraft, and other watercraft that are operated improperly; and

That the Comprehensive Plan must describe public and private actions needed to protect and retain the Village's waterways and natural resources comprising our unique ecosystem as well as preserve the quiet solitude of the backcountry.

The Comprehensive Plan shall provide a growth management framework that:

- Directs development only to sites that can accommodate such activity without promoting conflict with natural resources;
- Encourages sustainability by limiting growth in order to establish and maintain acceptable levels of service for hurricane evacuation, potable water and wastewater services, traffic flow, recreation and open space as well as reclaim and preserve the quality of our natural resources;
- Keeps development away from the shoreline and wetlands;
- Provides a sound basis for developing land use controls that ensure acceptable levels of

service for hurricane evacuation, protect coastal resources, including nearshore waters, wetlands, grassbed flats, mangroves, as well as hammocks, and establish a basis for managing landscaping, signage, parking, drainage, and water quality;

- Relies on ecological constraints to establish limits for growth and create standards and criteria to ensure that human induced activities do not diminish assets of our unique coastal environment; and
- Ensures that the character and location of land uses incorporate best management practices and principles of resource conservation, promote orderly land use transition, and minimize threats to health, safety, and welfare which may be caused by incompatible land uses, environmental degradation, hazards and nuisances.

The proposed map amendment is consistent with these objectives by encouraging the repurposing of existing developed sites.

The applicant/owner also argues that the property is not compatible with Policy 1-2.3.1 Residential Conservation (RC) as the intent was to protect larger lots and allow single family homes on 4 acres. This parcel is just about ¼ of an acre and does not meet the criteria the Village established for the FLUM.

Future Land Use Map (FLUM) Amendment Criteria

Pursuant to the DEO 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 follow public facilities: sanitary sewer, solid waste, drainage, potable water, traffic circulation, schools, and recreation, as appropriate; and,

Applicant's Response:

At the present time, no additional development is contemplated for the property and the existing building is to remain the same. Accordingly, there is existing adequate water, sewer, and solid waste services to service the existing developed parcel. Additionally, the traffic circulation, schools, and recreational open space have already been assessed and accounted for since this property has been developed for years.

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.

Any proposed future development is any will be subject to Village approval before it is constructed. Any future permitted work will not be averse to the Comprehensive Plan.

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.

Please note, the criterion is provided in italics while the Applicant and staff response is provided immediately below.

(a) To strengthen 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.

Applicant Response:

This application is consistent with the Principles for Guiding Development within the Florida Keys Area of Critical State Concern based on the most recent report to the Administration Commission outlined in the Work Program. The proposal re-purposes existing developed sites.

Village Staff Response:

The proposed FLUM is consistent with Principle (a) of the Principles for Guiding Development as it is not anticipated to negatively impact local government capability for managing land use and development.

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

Applicant Response:

The proposed FLUM amendment and re-zoning have no impact on existing habitat or protected resources.

Village Staff Response:

The proposed FLUM is consistent with Principle (b) of the Principles for Guiding Development. No new development is planned and the existing operations will have no negative impact on shoreline and marine resources.

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

Applicant Response:

The proposed FLUM amendment and re-zoning have no impact on existing habitat or protected resources.

Village Staff Response:

It is not clear at this time if the proposed FLUM is consistent with Principle (c) of the Principles for Guiding Development. Any future redevelopment proposed on the subject property is required to meet environmental setback criteria, meet local Comprehensive Plan and Land Development Regulation requirements, and obtain appropriate permits from state and federal agencies as necessary.

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

Applicant Response:

Reusing exiting developed site over clearing of other lands achieves this element.

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 by directing redevelopment on the property instead of developing on vacant lands.

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

Applicant Response:

As stated this is an already developed site.

Village Staff Response:

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

Applicant Response:

This application protects the “historical character” of Islamorada. There are no plans to expand the footprint of the existing commercial building and use.

Village Staff Response:

The proposed FLUM is consistent with Principle (f) of the Principles for Guiding Development. The proposed FLUM amendment, in conjunction with the companion application for a Zoning Map Amendment, 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) To protect the historical heritage of the Florida Keys.

Applicant Response:

See answer above.

Village Staff Response:

The proposed FLUM is consistent with Principle (g) of the Principles for Guiding Development as this property has historic artifacts.

(h) To protect 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 and disposal facilities;

3. Solid waste 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.

Applicant Response:

The application has no impact on facilities as it is an already developed site.

Village Staff Response:

It is not clear at this time if the proposed FLUM is consistent with Principle (h) of the Principles for Guiding Development.

(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.

Applicant Response:

The application has no impact on facilities as it does not propose any new development.

Village Staff Response:

It is not clear at this time if 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 system however any new development may.

(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.

Applicant Response:

The application has no impact on facilities as it does not propose any new development.

Staff Response:

It is not clear at this time if 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) To limit the adverse impacts of public investments on the environmental resources of the Florida Keys.

Applicant Response:

This application does not create adverse impacts on environmental resources or affect public investment in infrastructure.

Staff Response:

The proposed FLUM is consistent with Principle (k) of the Principles for Guiding Development. The proposed FLUM amendment does not have an adverse impact on the environmental resources of the Florida Keys if new development is proposed as there is no new clearing allowed.

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

Applicant Response:

No impact as stated above.

Staff Response:

The proposed FLUM is consistent with Principle (l) of the Principles for Guiding Development. The proposed FLUM amendment is not anticipated to negatively impact affordable housing.

(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.

Applicant Response:

No impact as stated above.

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.

Applicant Response:

The application accomplishes this objective as stated in previous responses.

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.

Budget Impact:

None

Staff Impact:

There is no anticipated impact to Staff other than updating of the official zoning maps.

Recommendation:

Staff has reviewed the request for a Future Land Use Map Amendment from RC (Residential Conservation) to MU (Mixed Use) and determined that the request meets the criteria. Therefore, Staff recommends the Approval of this ordinance.

Attachments: 1. Mahoney FLUM ORD 2nd read
 2. VIL. ISLAMORADA 24-01ACSC (P)

ORDINANCE NO. 24-

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

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

WHEREAS, the applicant, HVS82 Investments LLC, has requested an official Future Land Use Map amendment from Residential Conservation (RC) to Mixed Use (MU) for a parcel consisting of approximately 12,000 square feet of land, with Real Estate number 00415840-000000, 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 March 11, 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 with the following Conditions:**

1. Exhibit A on the original Declaration of Restrictive Covenants must be corrected to identify the protected open space.
2. A conservation easement protecting the open space referenced in exhibit A above must be executed.
3. There will never be any boundary or lot line adjustments.
4. All structures shall be limited to the existing footprint.
5. The uses will be restricted to "low intensity" office uses as defined in the Highway Commercial Zoning District:
 - a. Boat sales and service;
 - b. Courier service;
 - c. Exterminator service;
 - d. Fence sales and installation;

- e. Furniture repair, (re)upholstery, and sales;
- f. Appliance repair;
- g. Locksmith;
- h. Medical offices and supplies;
- i. Pool sales and service;
- j. Professional services including accountant, administrative and management services, architect, engineer, counselor, interior designer, investment agent, lawyer, and other similar professions;

Or as defined In Section 30-32:

Intensity for purposes of this chapter refers to the measurement of nonresidential uses. Intensity means an objective measurement of the extent to which land may be developed or used, including the consumption or use of the land; the measurement of the use of or demand on natural resources; and the measurement of the use of or demand on facilities and services, including the floor area ratio, trip generation and level of service. For trip generation, low intensity means a nonresidential use that generates less than 50 average daily trips per 1,000 square feet of floor area, medium intensity means a nonresidential use that generates between 50 and 100 average daily trips per 1,000 square feet of floor area, and high intensity means a nonresidential use that generates greater than 100 average daily trips per 1,000 square feet of floor area.

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:

**BK 2 LT 6 KEY HEIGHTS SECTION 1 PLANTATION KEY PB3-96 OR284-137
OR1952-1606 OR3244-2257**

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 Councilman Gregg, who moved for its adoption on first reading. This motion was seconded by Councilman Rosenthal, and upon being put to a vote, the vote was as follows:

Mayor Joseph B. Pinder III	YES
Vice Mayor Sharon Mahoney	ABSTAIN
Councilman Mark Gregg	YES
Councilwoman Elizabeth Jolin	YES
Councilman Henry Rosenthal	YES

PASSED on the first reading this 11th day of April 2024.

[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 Joseph B. Pinder III	_____
Vice Mayor Sharon Mahoney	_____
Councilman Mark Gregg	_____
Councilwoman Elizabeth Jolin	_____
Councilman Henry Rosenthal	_____

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

JOSEPH B. PINDER III, MAYOR

ATTEST:

MARNE MCGRATH, VILLAGE CLERK

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

JOHN J. QUICK, VILLAGE ATTORNEY

June 14, 2024

The Honorable Joseph Pinder III
Mayor, Village of Islamorada
86800 Overseas Highway
Islamorada, Florida 33070

Dear Mayor Pinder:

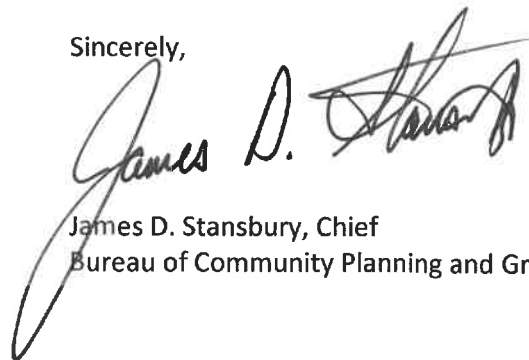
The Florida Department of Commerce (FloridaCommerce) has completed its review of the proposed comprehensive plan amendment for the Village of Islamorada (Amendment No. 24-01ACSC), which was received on April 16, 2024. We have reviewed the proposed amendment in accordance with the state coordinated review process set forth in sections 163.3184(2) and (4), Florida Statutes (F.S.), for compliance with Chapter 163, Part II, F.S. FloridaCommerce does not identify any objections or comments to the proposed amendment and this letter serves as the Objections, Recommendations and Comments Report. Review comments received by the Department from the appropriate reviewing agencies, if any, are enclosed.

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

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 second public hearing pursuant to section 163.3184(4)(e)2., F.S.**

If you have any questions related to this review, please contact Jana Williams, Planning Analyst, by telephone at (850) 717-8483 or by email at Jana.Williams@commerce.fl.gov.

Sincerely,



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

JDS/jw
Enclosure: Procedures for Adoption

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

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 FloridaCommerce's electronic amendment submittal portal "**Comprehensive Plan and Amendment Upload**" (<https://fideo.my.salesforce-sites.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:

_____ Florida Department of Commerce 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;

_____ A copy of any data and analyses the local government deems appropriate.

Note: If the local government is relying on previously submitted data and analysis, no additional data and analysis is required;

_____ Copy of executed ordinance adopting the comprehensive plan amendment(s);

Suggested effective date language for the adoption ordinance for state coordinated review:

"The effective date of this plan amendment, if the amendment is not timely challenged, shall be the date the state land planning agency posts a notice of intent determining that this amendment is in compliance. If the amendment is timely challenged, or if the state land planning agency issues a notice of intent determining that this amendment is not in compliance, this amendment shall become effective on the date the state land planning agency or the Administration Commission enters a final order determining this adopted amendment to be in compliance."

_____ List of additional changes made in the adopted amendment that the Florida Department of Commerce did not previously review;

_____ List of findings of the local governing body, if any, that were not included in the ordinance and which provided the basis of the adoption or determination not to adopt the proposed amendment;

_____ Statement indicating the relationship of the additional changes not previously reviewed by the Florida Department of Commerce to the ORC report from the Florida Department of Commerce.



Council Communication

To: Mayor and Village Council
From: Jennifer DeBoisbriand , Planning Director
Date: September 10, 2024
SUBJECT: **Ordinance Amendment Considering the Request of HVS82 Investments LLC to Amend the Zoning Map for Parcel 00415840-000000 - Second Reading TAB 20**

Background:

The applicant, HVS82 Investments LLC, has submitted a map amendment application requesting an approval for a Zoning Map Amendment from Native Residential (NR) District to Highway Commercial (HC) District on the subject property, located at 88755 Old Highway, comprised of 12,000 square feet. The property is developed with an existing commercial greenhouse. This Zoning Map amendment has a companion application for a Future Land Use Map (FLUM) Amendment, which proposes a change from a Residential Conservation (RC) 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.

Existing Use and Habitat:

The subject property is a 12,000 square foot parcel in Plantation Key. The owner previously received approval from Monroe County, prior to Village Incorporation, to construct the greenhouse to support their flower shop. Upon Village incorporation, the property was zoned Native Residential. This made the greenhouse a pre-existing nonconforming use. The property does contain some habitat and a preliminary review by the Village's Biologist determined the remaining habitat could be considered high quality hammock. However, the limit of clearing has already been established and per the Village Code, no additional clearing will be allowed. 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 some hammock along the perimeter with no habitat on the central part of the parcel.

Surrounding Land Uses and Zoning Districts:

The subject property currently has an existing Native Residential (NR) Zoning District designation. The adjacent properties to the South are designated Native Residential (NR). To the North the adjacent property is designated as Highway Commercial (HC). The properties to the West across Overseas Highway are designated as Public/Semi-Public Services (PS) and Highway Commercial (HC) and to the East across the Old Road is Residential Estate (RE). The character of the subject property is an existing greenhouse surrounded by hammock and the surrounding area is mixed-use with a collective of commercial uses, institutional (public) uses, and single-family residences.

Existing FLUM: Residential Conservation (RC) District
Flood Zone: Partially Zone AE 11

The LPA heard this item at its March 11, 2024 meeting and voted to recommend approval.

At its meeting on April 11th, the Village Council voted to approve the ordinance on first reading with the following conditions:

1. Exhibit A on the original Declaration of Restrictive Covenants must be corrected to identify the protected open space.
2. A conservation easement protecting the open space referenced in exhibit A above must be executed.
3. There will never be any boundary or lot line adjustments.
4. All structures shall be limited to the existing footprint.
5. The uses will be restricted to "low intensity" office uses as defined in the Highway

Commercial Zoning District:

- a. Boat sales and service;
- b. Courier service;
- c. Exterminator service;
- d. Fence sales and installation;
- e. Furniture repair, (re)upholstery, and sales;
- f. Appliance repair;
- g. Locksmith;
- h. Medical offices and supplies;
- i. Pool sales and service;
- j. Professional services including accountant, administrative and management services, architect, engineer, counselor, interior designer, investment agent, lawyer, and other similar professions;

Or as defined In Section 30-32:

Intensity for purposes of this chapter refers to the measurement of nonresidential uses. Intensity means an objective measurement of the extent to which land may be developed or used, including the consumption or use of the land; the measurement of the use of or demand on natural resources; and the measurement of the use of or demand on facilities and services, including the floor area ratio, trip generation and level of service. For trip generation, low intensity means a nonresidential use that generates less than 50 average daily trips per 1,000 square feet of floor area, medium intensity means a nonresidential use that generates between 50 and 100 average daily trips per 1,000 square feet of floor area, and high intensity means a nonresidential use that generates greater than 100 average daily trips per 1,000 square feet of floor area.

On June 14, 2024, we received a report from Florida Commerce not identifying any objection or comments from the State Coordinated Review.

Analysis:

The proposed Zoning Map amendment, from a Native Residential (NR) District to a Highway Commercial (HC) District in conjunction with the companion application for a FLUM Amendment from a Residential Conservation (RC) to a Mixed-Use (MU) designation, would allow the applicant/owner to continue a commercial use on the property.

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:

- ☐ Objective 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.
- ☐ Policy 1-2.4.6: Establish Zoning Criteria for MU
- ☐ Objective 1-1.1: Plan and Design for Residential Quality
- ☐ Objective 1-1.2: Reinforce and enhance the Villages Appearance

Comprehensive Plan Objective 1-2.4: Recognize Mixed Use Development Patterns

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.

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

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.

Staff believes that the proposed amendment does meet this policy in that the property has some hammock which should be protected and will be protected as the limit of clearing has already been established. The property has a perimeter fence that delineates the limit of clearing as well.

Comprehensive Plan Policy 1-2.4.5: Standards Applicable to Non-Residential Uses in the MU Designation

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.

The proposed FLUM amendment, in conjunction with the companion application for a Zoning Map Amendment, would increase the development potential of the vacant property, thereby allowing the property owners to potentially redevelop the property as market-rate dwelling units, affordable dwelling units, nonresidential floor area or transient units through the transfer of development rights (TDR) procedure established in the Comprehensive Plan and the LDRs. However, the owner has indicated a desire to maintain the existing development and just establish it legally.

Comprehensive Plan Policy 1-2.4.6: Establish Zoning Criteria for MU

The following criteria shall be used as guidelines for designating Zoning Districts within the Mixed Use FLUM category:

1. Residential Zoning Districts: In general, residential Zoning Districts shall be established where there are existing residential neighborhoods within the Village Activity Centers.
2. Commercial Zoning Districts: 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.
3. Integrated Use Zoning Districts: Integrated use Zoning Districts, which encourage commercial and residential uses to co-locate on the same parcel or within the same building shall be established to maintain and promote affordable, workforce and employee housing. Appropriate locations for integrated use zoning shall include, in general, areas where such uses already exist, the core areas of the Village Activity Centers and other select locations along U.S. 1 where existing structures, business types and locations lend themselves to compatible co-existence with residential uses.
4. School and Recreational Zoning Districts: These Zoning Districts shall be established to

accommodate existing or proposed school or recreational uses.

The proposed map amendment would be consistent with Policy 1-2.4.6. The property adjacent already contains a commercial use and this subject property operates a commercial use.

Comprehensive Plan Objective 1-1.1: Plan and Design for Residential Quality and Objective 1-1.2: Reinforce and enhance the Villages Appearance

Realizing the following:

That the Village incorporated to create a Comprehensive Plan to reclaim the Keys by conserving, preserving, and retaining our remarkable assets—our waters and natural environment—and our quality of life;

That the Village is and must continue to be synonymous with sport fishing, diving, the Everglades National Park, the living coral reef, Indian Key, Lignumvitae Key, Shell Key, Windley Quarry, and many species of fish and fowl;

That the Comprehensive Plan must further understanding of the ecological limits of our Keys and prohibit any further degradation of our natural resources by incompatible land and marine activities such as casino boats, sea planes, personal watercraft, and other watercraft that are operated improperly; and

That the Comprehensive Plan must describe public and private actions needed to protect and retain the Village's waterways and natural resources comprising our unique ecosystem as well as preserve the quiet solitude of the backcountry.

The Comprehensive Plan shall provide a growth management framework that:

- Directs development only to sites that can accommodate such activity without promoting conflict with natural resources;
- Encourages sustainability by limiting growth in order to establish and maintain acceptable levels of service for hurricane evacuation, potable water and wastewater services, traffic flow, recreation and open space as well as reclaim and preserve the quality of our natural resources;
- Keeps development away from the shoreline and wetlands;
- Provides a sound basis for developing land use controls that ensure acceptable levels of service for hurricane evacuation, protect coastal resources, including nearshore waters, wetlands, grassbed flats, mangroves, as well as hammocks, and establish a basis for managing landscaping, signage, parking, drainage, and water quality;
- Relies on ecological constraints to establish limits for growth and create standards and criteria to ensure that human induced activities do not diminish assets of our unique coastal environment; and
- Ensures that the character and location of land uses incorporate best management practices and principles of resource conservation, promote orderly land use transition, and minimize threats to health, safety, and welfare which may be caused by incompatible land uses, environmental degradation, hazards and nuisances.

The proposed map amendment is consistent with these objectives by encouraging the repurposing of existing developed sites.

The applicant/owner also argues that the property is not compatible with Policy 1-2.3.1 Residential Conservation (RC) as the intent was to protect larger lots and allow single family homes on 4 acres. This parcel is just about ¼ of an acre and does not meet the criteria the Village established for the FLUM.

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.

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.

The Site is currently developed and has been used as a commercial use for many years. These uses are compatible with the proposed Zoning District.

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

There is no evidence that there are any errors in the Villages GIS data, records and other resources. The applicant owner argues that the Village did not provide individual notice regarding the zoning changes upon incorporation. The Village was not required to provide individual notice but a search of Village records did find that several public meetings were held regarding this topic and several informational sessions were also held at the time of incorporation.

4. New Issues.

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.

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.

As previously indicated, the subject property currently has an existing Native Residential (NR) Zoning District designation. The adjacent properties to the South are designated Native Residential (NR). To the North the adjacent property is designated as Highway Commercial (HC). The properties to the West across Overseas Highway are designated as Public/Semi-Public Services (PS) and Highway Commercial (HC) and to the East across the Old Road is Residential Estate (RE). The character of the subject property is an existing greenhouse surrounded by hammock and the surrounding area is mixed-use with a collective of commercial uses, institutional (public) uses, and single-family residences.

Budget Impact:

None

Staff Impact:

There is no anticipated impact on Staff other than updating of the official zoning maps.

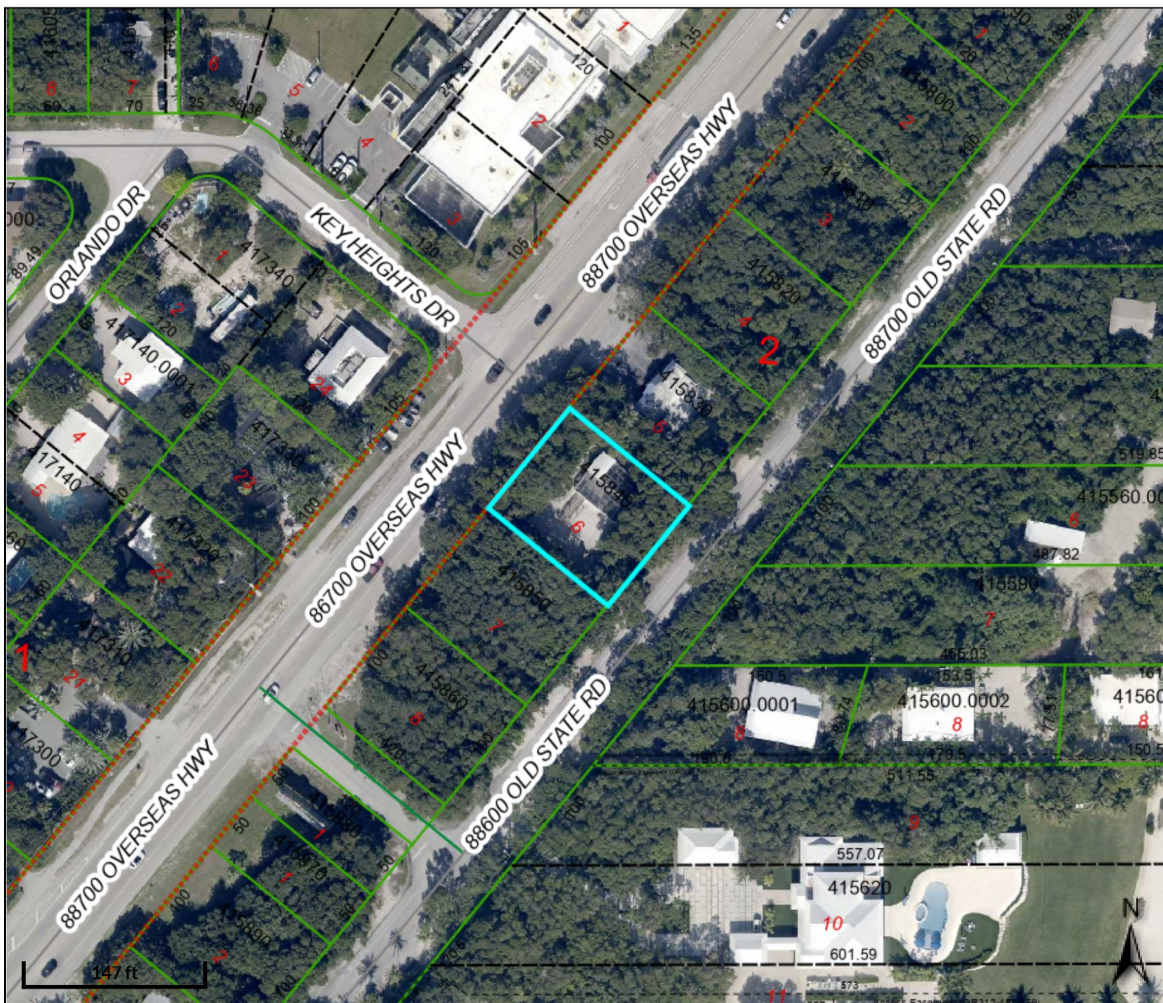
Recommendation:

Staff has reviewed the request for an Official Zoning Map Amendment from NR (Native Residential) to HC (Highway Commercial) and determined that the request meets the criteria. Therefore, staff recommends the approval of this ordinance.

- Attachments:**
1. Mahoney CC Attachments
 2. Mahoney Zoning ORD 2nd read
 3. VIL. ISLAMORADA 24-01ACSC (P)



Monroe County, FL



Overview



Legend

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

Parcel ID 00415840-000000 Alternate ID 1512028 Owner Address HVS82 INVESTMENTS LLC
Sec/Twp/Rng 07/63/38 Class FLORIST 174 Ocala Dr
Property Address 88755 OLD Hwy Tavernier, FL 33070
PLANTATION KEY
District 50VI
Brief Tax Description BK 2 LT 6 KEY HEIGHTS SECTION 1 PLANTATION KEY PB3-96 OR284-137 OR1952-1606 OR3244-2257
(Note: Not to be used on legal documents)

Date created: 11/1/2023
Last Data Uploaded: 11/1/2023 4:02:44 AM

Developed by Schneider
GEOSPATIAL

HVS82 Investments, LLC
174 Ocala Drive
Islamorada, Florida 33070

November 2, 2023

VIA E-MAIL DELIVERY

Jennifer L. DeBoisbriand
Planning Director
Islamorada, Village of Islands
Village Administrative Center
86800 Overseas Highway
Islamorada, FL 33036

RE: FLUM & Re-Zoning Application for 88755 Old Highway

Dear Jennifer,

I request that you recommend approval of my request to re-establish my commercial zoning. The request is to amend the Future Land Use Map from Residential Conservation (RC) (FLUM) to Mixed-Use (MU) and the zoning from Native Residential Zoning (NR) to Highway Commercial (HC). The proposed commercial designation will allow my already developed commercial property to become “conforming” again. The current zoning was never requested by me or my father, who owned the property before I did. In fact, we were never given individual notice that a change to residential was proposed by the Village. If we had known that the Village was going to rezone the Property, we would have opposed it.

The Property: Is a 12,000 square foot developed site on Plantation Key which was historically, zoned and used for commercial purposes. The property is located on the US1 commercial corridor with access by way of Old Highway. The County re-zoned the property and then the Village subsequently re-zoned the property to its current NR designation. The property is not recognized as habitat to any state or federally listed animal species. Additionally, the property is not within the state conservation recreation lands’ boundary or critical habitat area. A site visit confirmed that the existing vegetation is classified as “low quality hammock”.

The current FLUM and zoning were not requested by the owner and are not consistent with the established commercial use. In fact, the RC FLUM and NR zoning are for large residential properties. This property is .275 of an acre. The acre requirement under the RC FLUM is 4+ acres.

Sec 30-682 Native Residential (NR) Zoning District

1. *Purpose and intent.*

1. The purpose of the native residential (NR) zoning district is to provide the highest degree of protection for large residential tracts supporting or having the potential for restoration of high and moderate quality hammock, wetlands, beach or berm, to ensure the perpetuation of species reliant upon native habitat.
2. This zoning district is established within the Residential Conservation (RC) FLUM category.

The Village, in re-zoning and amending the FLUM to residential created a non-conforming property- which makes no sense from a planning standpoint since the property is less than a half acre with an existing business use. This is essentially a “taking” of private property rights without compensation. The property is still taxed at its full commercial rate and because I have no viable commercial uses – I cannot keep a tenant. By re-establishing the commercial rights that the Property previously enjoyed, I can repurpose the building to be used as a small office.

Prior Approval History: See above.

Needs Analysis and Supporting Data: The applicant is required to submit all information required to adequately address the filing requirements adopted by the Florida Department of Economic Opportunity (“DEO”). In addition, the applicant must 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 is 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.*

At the present time, no additional development is contemplated for the property and the existing building is to remain the same. The property is served by existing water, sewer, and solid waste services. Additionally, the traffic circulation, schools, and recreational open space have already been assessed and accounted for since this property has been developed for years.

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.*

The following Comprehensive Plan elements are applicable to this application:

Policy 1-2.3.1 Residential Conservation (RC)

Areas designated Residential Conservation (RC) on the Future Land Use Map shall allow residential uses at a maximum density of one (1) single family residential unit per four (4) acres. This designation is intended to balance the protection of environmentally sensitive lands, (by providing a buffer to protect large parcels of more environmentally sensitive lands from the encroachment of development), wildlife corridors and transition zones, and areas suitable for re-

vegetation, with the protection of the property rights of the owners. On sites designated RC, no more than one (1) unit shall be established per platted lot or parcel existing as of the effective date of this Comprehensive Plan, except for those platted lots or parcels identified as Disturbed with Exotics on the Village habitat maps and containing no tropical hardwood hammock. Substandard lots of less than four (4) acres in size which are contiguous and in common ownership shall be assembled in order to meet the density standards of this policy. Notwithstanding the density limitation, a caretaker's unit may be developed as an accessory use on a conforming parcel, if found to be consistent with the Village's environmental regulations. Such units shall be permitted pursuant to the requirements of the Village's Building Permit Allocation System, only as affordable housing. Criteria established in the Land Development Regulations shall include restrictions on size and location so as to not require clearing of additional land. Within RC, properties are generally suitable as sender sites for transfers of development rights but may also be receiver sites from C and RC parcels, if needed to achieve the acreage required to construct a maximum of one (1) unit on the receiver parcel(s), or for the addition of a caretakers cottage. The Village may develop an incentive program to extinguish the development rights from RC properties. The RC future land use designation shall allow home occupations having no environmental impact, in accordance with provisions to be established within the Land Development Regulations.

Policy 1-2.4.1: Guide The Location Of Commercial Uses And Revitalize Commercial Areas

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.

The location of the property within a commercial activity center, the fact that the property is already developed with a commercial structure and use, support the designation of this property as Mixed-Use with a Highway Commercial zoning.

Policy 1-2.4.6: Establish Zoning District Criteria For MU

The following criteria shall be used as guidelines for designating Zoning Districts within the Mixed Use FLUM category:

1. **Residential Zoning Districts:** In general, residential Zoning Districts shall be established where there are existing residential neighborhoods within the Village Activity Centers.

2. **Commercial Zoning Districts:** 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.
3. **Integrated Use Zoning Districts:** Integrated use Zoning Districts, which encourage commercial and residential uses to co-locate on the same parcel or within the same building shall be established to maintain and promote affordable, workforce and employee housing. Appropriate locations for integrated use zoning shall include, in general, areas where such uses already exist, the core areas of the Village Activity Centers and other select locations along U.S. 1 where existing structures, business types and locations lend themselves to compatible co-existence with residential uses.
4. **School and Recreational Zoning Districts:** These Zoning Districts shall be established to accommodate existing or proposed school or recreational uses.

The proposed FLUM and re-zoning are consistent with Policy 1-2.4.6(2) - commercial Zoning Districts shall be established where there are existing commercial uses.

GOAL 1-1: IMPLEMENT FUTURE LAND USE VISION

OBJECTIVE 1-1.1: PLAN AND DESIGN FOR RESIDENTIAL QUALITY

OBJECTIVE 1-1.2: REINFORCE AND ENHANCE THE VILLAGE'S APPEARANCE

Realizing the following:

That the Village incorporated to create a Comprehensive Plan to reclaim the Keys by conserving, preserving, and retaining our remarkable assets—our waters and natural environment—and our quality of life;

That the Village is and must continue to be synonymous with sport fishing, diving, the Everglades National Park, the living coral reef, Indian Key, Lignumvitae Key, Shell Key, Windley Quarry, and many species of fish and fowl;

That the Comprehensive Plan must further understanding of the ecological limits of our Keys and prohibit any further degradation of our natural resources by incompatible land and marine activities such as casino boats, sea planes, personal watercraft, and other watercraft that are operated improperly; and

That the Comprehensive Plan must describe public and private actions needed to protect and retain the Village's waterways and natural resources comprising our unique ecosystem as well as preserve the quiet solitude of the backcountry.

The Comprehensive Plan shall provide a growth management framework that:

- Directs development only to sites that can accommodate such activity without promoting conflict with natural resources;
- Encourages sustainability by limiting growth in order to establish and maintain acceptable levels of service for hurricane evacuation, potable water and wastewater services, traffic flow, recreation and open space as well as reclaim and preserve the quality of our natural resources;
- Keeps development away from the shoreline and wetlands;
- Provides a sound basis for developing land use controls that ensure acceptable levels of service for hurricane evacuation, protect coastal resources, including nearshore waters, wetlands, grass bed flats, mangroves, as well as hammocks, and establish a basis for managing landscaping, signage, parking, drainage, and water quality;

- Relies on ecological constraints to establish limits for growth and create standards and criteria to ensure that human induced activities do not diminish assets of our unique coastal environment; and
- Ensures that the character and location of land uses incorporate best management practices and principles of resource conservation, promote orderly land use transition, and minimize threats to health, safety, and welfare which may be caused by incompatible land uses, environmental degradation, hazards and nuisances.

The proposed FLUM amendment and re-zoning are consistent with Goal 1-1 and Objective 1-1. The proposal. By re-purposing existing developed sites, the application supports the criteria in these elements of the Village of Islamorada Comprehensive Plan.

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.*

This application is consistent with the Principles for Guiding Development within the Florida Keys Area of Critical State Concern based on the most recent report to the Administration Commission outlined in the Work Program. The proposal re-purposes existing developed sites.

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

The proposed FLUM amendment and re-zoning have no impact on existing habitat or protected 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.*

The proposed FLUM amendment and re-zoning have no impact on existing habitat or protected resources.

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

Reusing exiting developed site over clearing of other lands achieves this element.

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

As stated, this is an already developed site.

- (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.*

This application protects the “historical character” of Islamorada. There are no plans to expand the footprint of the existing commercial building and use.

- (g) *Protecting the historical heritage of the Florida Keys.* See answer above.

- (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.*

The application has no impact on facilities as it is an already developed site.

- (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.*

The application has no impact on facilities as it does not propose any new development.

- (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)(l) and 403.086(10), as applicable, and by directing growth to areas served by central wastewater treatment facilities through permit allocation systems.*

The application has no impact on facilities as it does not propose any new development.

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

This application does not create adverse impacts on environmental resources or affect public investment in infrastructure.

- (l) *Making available adequate affordable housing for all sectors of the population of the Florida Keys.*

No impact as stated above.

(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.

No impact as stated above.

(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 application accomplishes this objective as stated in previous responses.

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.*

The Village is currently in the process of accepting an additional 300 affordable housing units. According to the ratio of commercial property needed to support a new deed-restricted affordable housing unit, the Village will require an additional 71,700 square feet of commercial square footage to support these new units (239 sq.ft. per unit). By repurposing existing developed sites, the Village can meet this need and reduce pressure to develop property that is currently vacant and undeveloped.

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

The site has been used for commercial purposes for over forty years. The site's physical and environmental features have been shaped by this use over time. The proposed change to the FLUM and zoning will have no impact on these criteria.

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

There are no errors in the mapping and natural features – the property contains no listed species and is largely devoid of vegetation.

4. *New issues.*

None, except the increased need for commercial square footage as a function of the anticipated acceptance of new deed-restricted affordable housing units.

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.*

The proposed re-zoning and FLUM will not have an adverse impact on the community since the existing use will not change and the zoning and FLUM request serve to protect that use as provided for in the Village of Islamorada Comprehensive plan.

Enclosures.

1. Application Fee & Deposit.
2. Application letter.
3. Agent Authorization.
4. Application for Map Amendment & Re-zoning.
5. Property Record Card.
6. Warranty Deed.
7. Needs Analysis & Data.
8. Vegetation Report for Property.
9. Survey.
10. Existing site condition photographs.

If you have any questions, please do not hesitate to contact me.

Sincerely,

Sharon Mahoney







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: Sharon Mahoney

Mailing Address: 174 Ocala Drive Islamorada FL 33070

Primary Phone: 305-304-5262

Fax:

Email:

PROPERTY OWNER:

Name: HVS82 Investments LLC

Mailing Address: 174 Ocala Drive Islamorada FL 33070

Primary Phone: 305-304-5262

Fax:

Email:

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

Physical Address: 88755 Old Highway Mile Marker: 88

Lot: 6 Block: 2 Subdivision: Keys Heights Sec 1

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

Real Estate (RE) Number: 00415840-000000 Alternate Key: 15112028

PROPERTY DESCRIPTION:

Total Land Area: Square Feet 12,000 +/- Sq.ft. Acres

Existing Use of Property: Commercial

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: RC

Current Zoning District: NR

Proposed Future Land Use Map Category: Mixed Use (MU)

Proposed Zoning District: Highway Commercial (HC)



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)(l) 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.

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.

Sharon Mahoney
Signature of Applicant

Dec 6 - 2023
Date

Print Name: Sharon Mahoney

STATE OF Florida
COUNTY OF Monroe

Sworn to and subscribed before me by means of ☒ physical appearance or ☐ online notarization, this 6 day of December, 2023, by Sharon Mahoney (name of person signing the application) as owner (type of authority e.g. officer, manager / member, trustee, attorney in fact) for _____ (name of entity or party on behalf of whom application was executed).

[Signature]
Signature of Notary Public

SEAL:



KARLA P. VASQUEZ
Commission # HH 310403
Expires September 11, 2026

☒ Personally Known ☐ Produced Identification

Type of ID _____



Monroe County 2010-2030

Population Projections

March 15, 2011



TABLE OF CONTENTS

Section	Title	Page
1.0	<i>Background - Forecast Approach</i>	2
2.0	<i>ROGO Based Permanent Population Series</i>	2
3.0	<i>Analysis of Permanent Population Data</i>	2
4.0	<i>Analysis of Seasonal Population Data</i>	3
5.0	<i>Seasonality</i>	4
6.0	<i>Methodological Flaw in MCPD and FKAA Regarding Seasonal Shift</i>	8
7.0	<i>Seasonality in Retail Sales</i>	10
8.0	<i>Long term Trends in Retail Sales and Traffic</i>	12
9.0	<i>Countywide Functional Population</i>	14
10.0	<i>Determination of Unincorporated Area Functional Population</i>	18
11.0	<i>Unincorporated Population in Upper/Middle/Lower Keys</i>	20

Appendix 1 – Monroe County Planning Department Population Study

Appendix 2 - FKAA Seasonal Methodology

Appendix 3 - County Population with Seasonal Replacement Calculations

Appendix 4 – Response to DCA Review Notes/Request for Additional Information

1.0 Background - Forecast Approach

The population forecast was prepared¹ for unincorporated Monroe County through year 2030 for the update of the County's Comprehensive Plan. Population is identified according to upper/middle/lower (UML) keys. It is based on the countywide functional population control total forecast through 2030; functional population is the sum of permanent plus seasonal population.

The Keith and Schnars (K&S) team begins with a permanent population forecast and a seasonal population forecast at the county level. The seasonal population series is based on the Florida Keys Aqueduct Authority (FKAA) data series. This series includes estimates of seasonal residences, RV's, hotel/motel, camps, boat liveaboards, mobile home, and other. The Department of Community Affairs (DCA) has recommended using the FKAA series for the purposes of estimating the seasonal population component, with appropriate updates to the methodology.

The permanent population series is the latest published by the University of Florida, Bureau of Economic and Business Research (BEBR). In as much as ROGO has been in place since 1993, BEBR population projections reflect a ROGO constrained growth trend. This means permanent population growth projections implicitly assume the continuation of the ROGO constraint and the effects of the ROGO constraint are implicitly embedded in the history.

2.0 ROGO Based Permanent Population Series

The ROGO based permanent population series will be used in the Comp Plan update as one component of the functional population. At the county level, for control totals, DCA has recommended using the latest BEBR annual estimates and the BEBR Medium series population projections from PS 156, published March 2010 for permanent population estimates.

3.0 Analysis of Permanent Population Data

University of Florida annual population estimates for municipalities and unincorporated areas indicates permanent population fell in the Keys from 2006-2008, with some a return to growth evidenced in 2009. The effect of the short term decline is to drive the long term population projections down. Thus, both recent history and future projections from BEBR suggest a downward trend in permanent population. This is reflected in the resulting Functional Population series shown in **Figure 1**. This series represents the sum of the most recent BEBR permanent projection and the FKAA seasonal projection.

¹ The population forecast was prepared by Fishkind and Associates with support from Keith and Schnars, P.A.

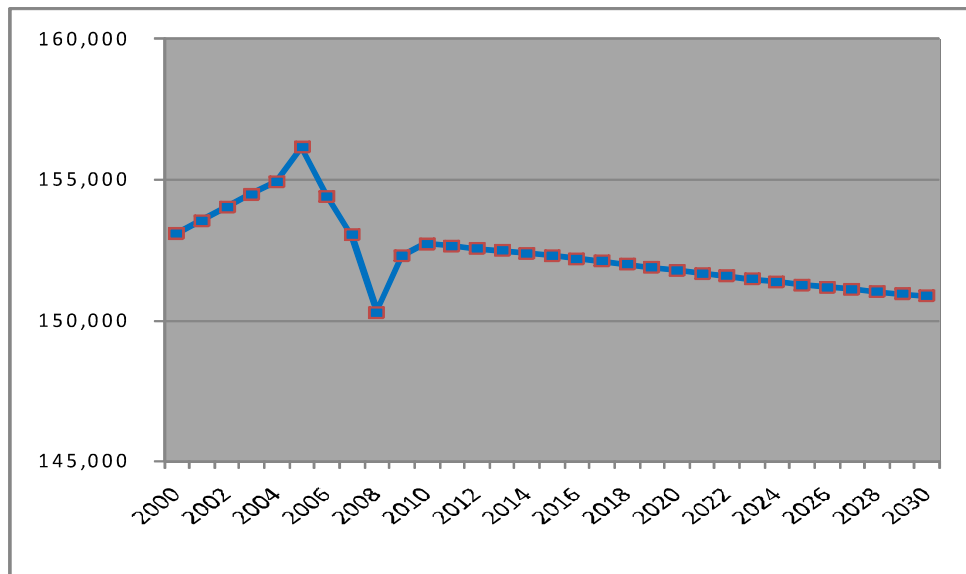


Figure 1 – Preliminary Functional Population Projection

4.0 Analysis of Seasonal Population Data

There is ongoing ROGO based residential growth and there is a substantial inventory of non-conforming, substandard, live-aboard and RV camp housing. Substandard, non-conforming units are being gradually removed from inventory, however, not at a rate fast enough to net out all residential growth. It is our view a portion of the permanent population losses have occurred as a result of the recession, a rise in foreclosures, depletion of affordable housing and increased unemployment. Nearly 3,500 units have been foreclosed throughout the Keys since 2005. The rise in home prices and threat of hurricanes has also contributed in our view to some permanent population loss. Losses associated with some of these conditions may be temporary, resulting in renewed growth after the recession. The BEBR annual permanent population estimate for 2009 indicated, net positive permanent population growth in 2009 and small losses in 2010.

On the other hand, of all the new single family housing growth in Monroe County since 1999, nearly 70% has been in non-homesteaded units. It is likely this is a function of both growth in seasonal population as well as permanent population loss, which may cause once permanently occupied existing units to become non-homesteaded. This latter aspect represents a shift from existing permanent population to seasonal population and is why the non-homesteaded mix is so high.

5.0 Seasonality

Seasonal population is one component of Functional population. K&S has researched three functional population series. The three functional series in this analysis include permanent populations based on Census, BEBR and FKAA. In each of these scenarios the same Seasonal series, from FKAA, is used. The FKAA seasonal series is the seasonal series developed by Monroe County Planning Department (MCPD). The detailed methodology for the Seasonal series is found in the MCPD report included as Appendix 1. The FKAA seasonal series methodology generated from the MCPD report is found in **Appendix 2**.

As permanent population has fallen we must examine whether and the degree to which it is replaced by seasonal population. The American Communities Survey from 2005, 2008 and the Census 2000 data indicate a substantial increase in housing units held for seasonal use. These data indicate the number of seasonal units has risen from 12,628 in 2000 to 15,262 in 2005 to 19,195 in 2008 (**Table 2**). This is an increase of 6,567 seasonal units. This would represent a shift into seasonal population by as much as 16,418 persons. During the same period permanently occupied units have fallen from 35,086 to 29,084, some 6,002 units or a decline of 15,005 persons (**Table 1**). Based on the ACS and Census data, the loss in permanent population is approximately equivalent to the gain in seasonal population since year 2000.



MONROE COUNTY COMPREHENSIVE PLAN UPDATE

WWW.KEYSCOMPPLAN.COM
(800) 488-1255

Table 1- H1 – Vacant and Occupied Unit Counts

Table H1. Housing Units by Vacancy Status and Tenure by Units in Structure, 2000 - Monroe County

Monroe County Units in Structure	Occupied Units			Vacant Units	Total Units	Vacant %
	Owner	Renter	Total			
1, detached	13,866	3,496	17,362	6,850	24,212	28.29%
1, attached	1,045	1,503	2,548	1,655	4,203	39.38%
2	480	1,598	2,078	453	2,531	17.90%
3 or 4	306	1,875	2,181	589	2,770	21.26%
5 to 9	215	1,042	1,257	897	2,154	41.64%
10 to 19	403	425	828	899	1,727	52.06%
20 to 49	375	180	555	1,039	1,594	65.18%
50 or more	346	1,043	1,389	444	1,833	24.22%
Mobile home	4,468	1,945	6,413	3,401	9,814	34.65%
Boat, RV, van, etc.	396	79	475	304	779	39.02%
Total	21,900	13,186	35,086	16,531	51,617	32.03%

Table H1. Housing Units by Vacancy Status and Tenure by Units in Structure, 2005 - Monroe County

Monroe County Units in Structure	Occupied Units			Vacant Units	Total Units	Vacant %
	Owner	Renter	Total			
1, detached	16,618	2,024	18,642	7,448	26,090	28.55%
1, attached	1,427	2,106	3,533	2,978	6,511	45.74%
2	621	973	1,594	636	2,230	28.52%
3 or 4	52	1,521	1,573	638	2,211	28.86%
5 to 9	458	482	940	1,440	2,380	60.50%
10 to 19	597	46	643	505	1,148	43.99%
20 to 49	132	1,125	1,257	1,198	2,455	48.80%
50 or more	435	532	967	203	1,170	17.35%
Mobile home	2,876	1,485	4,361	3,904	8,265	47.24%
Boat, RV, van, etc.	405	46	451	0	451	0.00%
Total	23,621	10,340	33,961	18,950	52,911	35.81%

Table H1. Housing Units by Vacancy Status and Tenure by Units in Structure, 2008 - Monroe County

Monroe County Units in Structure	Occupied Units			Vacant Units	Total Units	Vacant %
	Owner	Renter	Total			
1, detached	15,019	3,344	18,363	10,351	28,714	36.05%
1, attached	490	1,233	1,723	3,209	4,932	65.06%
2	371	803	1,174	764	1,938	39.42%
3 or 4	283	699	982	1,581	2,563	61.69%
5 to 9	272	845	1,117	2,158	3,275	65.89%
10 to 19	170	202	372	1,011	1,383	73.10%
20 to 49	161	56	217	828	1,045	79.23%
50 or more	463	504	967	816	1,783	45.77%
Mobile home	2,739	1,121	3,860	4,011	7,871	50.96%
Boat, RV, van, etc.	164	145	309	0	309	0.00%
Total	20,132	8,952	29,084	24,729	53,813	45.95%



MONROE COUNTY COMPREHENSIVE PLAN UPDATE

WWW.KEYSCOMPPLAN.COM
(800) 488-1255

Table 2-H3

Table H3. Number of Vacant Units by Vacancy Status, 2000 - Monroe County

Monroe County Vacancy Status	Vacant Units	%
For rent	1,663	10.06%
For sale only	759	4.59%
Rented or sold, not occupied	304	1.84%
For seasonal, recreational, or occasional use	12,628	76.39%
For migrant workers	48	0.29%
Other vacant	1,129	6.83%
Total	16,531	100.00%

Table H3. Number of Vacant Units by Vacancy Status, 2005 - Monroe County

Monroe County Vacancy Status	Vacant Units	%
For rent	943	4.98%
Rented, not occupied	458	2.42%
For sale only	448	2.36%
Sold, not occupied	123	0.65%
For seasonal, recreational, or occasional use	15,738	83.05%
For migrant workers	0	0.00%
Other vacant	1,240	6.54%
Total	18,950	100.00%

Table H3. Number of Vacant Units by Vacancy Status, 2008 - Monroe County

Monroe County Vacancy Status	Vacant Units	%
For rent	1,581	6.43%
Rented, not occupied	53	0.22%
For sale only	1,545	6.28%
Sold, not occupied	441	1.79%
For seasonal, recreational, or occasional use	19,195	78.03%
For migrant workers	0	0.00%
Other vacant	1,914	7.78%
Total	24,729	100.53%

Source: US Census and American Communities Survey;
Prepared by the South Florida Regional Planning Council

Contributing to the support of the seasonal increase phenomenon is the rate of foreclosures and the Monroe County Property Appraiser data regarding homestead exemptions. It is generally believed non-homesteaded properties represent seasonal vacant, second homes, or for-rent units. Population in these should be distinguished from

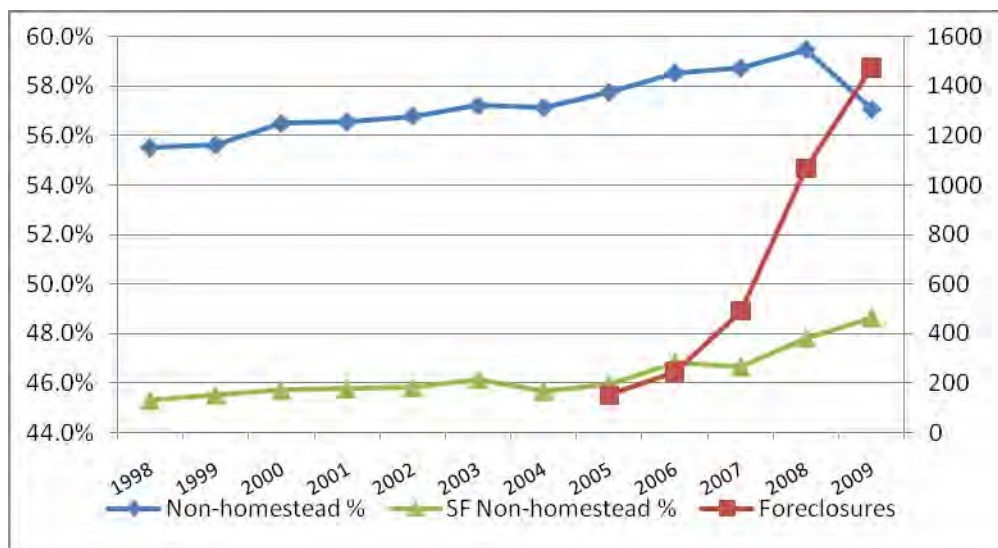


short-term tourist visitors. However, in times of high foreclosure rates, a shift to non-homestead may represent a temporary loss in permanent population.

During the housing bubble from 2003-2008 in fact non-homesteaded units did rise. This coincided with a rise in foreclosures, as well as speculative investing and reported permanent population losses. There were 3,431 foreclosures in Monroe County from 2005-2009.

During the 2000-2009 period, total homesteaded units increased from 16,005 to 16,698 units, a net increase of 693 units. Non-homesteaded units moved from 20,784 to 22,197, a net increase of 1,413 units. This compares with the 3,431 foreclosures from 2005-2009, recognizing it is likely as much as half of the foreclosed units may have been resold since the initial foreclosures which began in 2005, and some tendency to for those units to return to a homesteaded status. By 2009, after speculative investing ceased, the share of non-homesteaded properties went back down, falling to 2003 levels. This is consistent with the expectation of resold foreclosures regaining homesteads (**Figure 2**). Also, as noted, permanent population increased during 2009 according to BEBR, supporting an increase in permanent population.

The non-homestead rate for all units is now 57.1%. This is essentially the same rate both pre and post bubble. Single family non-homestead rates began to move up more closely in concert with rising foreclosures (**Figure 2**). This supports our belief a considerable portion of permanent population losses may be attributable to foreclosures arising from the speculative housing bubble, and thus temporary. The expectation is some permanent population may return to these units over the course of the planning horizon – thus permanent population may increase over this period in substantially greater numbers than the growth in new housing units. To the degree this condition occurs, the BEBR medium series permanent population projection will be in error and will under-project permanent population growth. Planning for this contingency in the face of an unknown resolution to thousands of foreclosures is necessary. Thus, reflecting the population associated with portions of these foreclosed units as non-homestead and seasonal population will also correct and compensate for this potential longer term problem with the BEBR projection.



**Figure 2- Monroe County – Foreclosures and
The Percent of Non-Homestead Residential Units**

There has been an increase in vacant units from 2005-2009. During this period both the Census and BEBR indicated permanent population loss. From 2005 to 2008 the ACS indicated an increase in seasonal vacancy of 3,457 units. During the 2005-2009 period, foreclosure data indicated there were 3,431 foreclosures, as noted earlier. Thus, the ACS data indicates, on net, the permanent population losses and associated housing vacancy is being shifted into seasonal units. Further, it is believed there is associated seasonal (non-permanent population) associated with these vacant units. With a reported permanent population growth in 2009 and increasing homestead exemptions in 2009 on one hand and coinciding numbers of foreclosures and seasonal increase through ACS, it is equally possible in our view, the permanent population loss is temporary and due as much to the end of the housing bubble, foreclosures and rising unemployment as it is due to a shift from permanent to seasonal residency. It is likely both conditions exist and are occurring.

6.0 Methodological Flaw in MCPD and FKAA Regarding Seasonal Shift

The MCPD seasonal population methodology and the FKAA seasonal population methodology did not contemplate or recognize the shift of the existing population base from permanent to seasonal. The MCPD methodology considered residential unit growth only and the depletion of available buildable lots, when contemplating the future level of either permanent or seasonal populations. This is partly due to the MCPD methodology not having the benefit of the data beyond year 2000 which shows a more pronounced shift among existing units from permanent/homesteaded units to non-homesteaded units, and the American Communities Survey data, which supports the seasonal shift.

The failure to consider or incorporate the shift in the existing population base is the reason for the change that has been made to the previously approved FCAA population methodology in this update. The methodological change employed here is to both shift some of the projected dwelling unit growth into seasonal residences and account for the loss of existing permanent residents through an offsetting shift to seasonal residents. Further, in the MCPD analysis, rather than showing seasonal population increasing as it has been, on pages 32 and 33 of the MCPD report it states an assumption was employed causing the seasonal population to decline in a similar fashion to anticipated permanent population decline.

The MCPD methodology employed an assumption called the “drag factor” of .1% per year to reduce the growth of seasonal populations over time. The “drag factor” is used to illustrate the assumption of seasonal population declines from the historic actual. However there is no analysis or data which is presented to support the use of the “drag factor”, nor the .1% level of the “drag factor” with respect to seasonal populations. Further there is no mention or discussion in the MCPD analysis which recognizes that the loss in the existing permanent population base may be offset by an increase in the seasonal population. The current population projections in this report correct this methodological flaw.

The discussion of the “drag factor” assumption is found in the MCPD permanent population methodology on page 30 and is excerpted below:

A “drag” factor was applied to each year’s percent increase figures by PAED. This drag factor increases by .1% each year over the ten year period, so that by 2015, the rate of increase in permanent resident population by PAED will have declined by 1.1%. This drag factor was employed as an assumption that the availability of building permits will decline as the carrying capacity of the Keys is reached. It is also likely that the availability of building sites will also decline in the early years of the twenty-first century. Analysis has shown that a 1.1% decline in mean percentage increases in population over a ten year period would not significantly affect the validity of the population forecasts. It is important to note this methodology reveals the beginnings of a decline in the total number of permanent residents in unincorporated Monroe County by 2014.

Source: Appendix 1; MCPD, Pg 30 re: discussion of permanent population

The Remainder of This Page Intentionally Blank



The use of the “drag factor” assumption as applied to growth in seasonal population is found in the methodology on page 33 is excerpted below:

A similar methodology was employed to determine the seasonal resident and vacation rental visitor population by PAED from 2005 to 2015. Essentially, the average percent increase figure was applied to the previous year’s population figures. The product of this equation was then added to the previous year’s population to estimate the following year’s total seasonal resident and vacation rental visitor population. A “drag” factor was applied to each year’s percent increase figures by PAED (similar to the one applied to the permanent resident population figures). This drag factor increases by .1% each year over the ten year period, so that by 2015, the percent increase in seasonal resident and vacation rental visitor population by PAED will have declined by 1.1%. It is important to note this methodology reveals the beginnings of a decline in the total number of seasonal residents and visitors in vacation rentals in unincorporated Monroe County by 2013, one year prior to similar declines expected for the permanent resident population forecasts.

Source: Appendix 1, MCPD; Pg 33 re: discussion of seasonal population

In this analysis the attempt has been made to analyze and determine whether and to what degree the existing permanent base has shifted to seasonal population, and to correct the population projections to reflect this phenomenon.

7.0 Seasonality in Retail Sales

In a further test of seasonal conditions K&S examined historic monthly retail sales from 1998-2009 to determine if seasonal trends were becoming more pronounced. In this investigation we conducted a regression analysis using inflation adjusted monthly gross retail sales for Monroe County as the dependent variable. The econometric model developed tests both the effects of cyclical economic conditions and seasonal variations as predictors of retail sales. We further tested this model to determine if, over time, the seasonal pattern became more pronounced.

The model’s initial results indicate seasonal patterns are the strongest and most significant predictor of monthly retail sales. Cyclical factors including Gross Domestic Product, gasoline prices, unemployment and housing starts are also all significant predictors of retail sales. It is these cyclical factors which led to the 2006-2009 overall decline in sales. Thus these declines are not permanent as would be the case with a loss in permanent and seasonal population. Despite population losses in Monroe County estimated by BEBR for year 2010, retail sales did not decline, further validating the cyclical nature of sales.

The second part of the test indicates that the seasonal pattern did not increase over time compared with the average seasonality. The econometric model results are shown below in Table 3. These results indicate the overall predictive ability of the model is very high ($R^2=.963$). Further, the seasonal dummy variable (SeasDum1), which tests seasonality over the historic test period, is highly significant ($t=11.2$) and finally, a second set of seasonal dummy variables to test for additional seasonality after 2005 and also for



MONROE COUNTY COMPREHENSIVE PLAN UPDATE

WWW.KEYSCOMPPLAN.COM
(800) 488-1255

additional peak season seasonality after 2005 (SeasDum2 and SeasDum3) both resulted in a lack of significance ($t=.27$ and $t=.16$ respectively). Thus, we conclude seasonal sales patterns are not changing nor were they becoming more pronounced from 2005-2009 compared with the 1998-2004 period. We believe this supports the theory that permanent population losses has been offset and replaced by a new type of seasonal population which spends, travels and behaves similarly to permanent population. This could be the case if a) homeowners lose a home to foreclosure and are forced to rent causing a shift to non-homesteaded (seasonal) units but still remain present in the market or b) newly built seasonal units are rented out for increasing periods and durations throughout the year, mimicking a “permanent” household. Anecdotal evidence supports both these conditions are presently occurring.

Other significant variables in the model include Gross Domestic Product, national gasoline prices, national housing starts and national unemployment rates. Interestingly, the change in Monroe County permanent population growth was not a significant predictor of retail sales, despite permanent population losses and a decline in of sales in 2007, 2008 and 2009. In such a case one would expect negative population growth would cause retail sales declines. Because this was not evident in the statistical analysis, our belief that the decline in retail sales was cyclical garners greater support. Thus we conclude economic recession and seasonal activity determine sales volumes but declining permanent population, which is not statistically significant, does not.

Again, the retail model analysis supports the view as permanent population is lost; it has been replaced by longer duration seasonal population or renters with no change in retail spending patterns. This would explain that while permanent population falls, there may be limited change in functional population due to seasonal replacement, as evidenced by retail sales.

Table 3 - Econometric Test Results for Increasing Seasonality

SUMMARY OUTPUT				
Regression Statistics				
Multiple R	0.981816			
R Square	0.9639626			
Adjusted R S	0.9447427			
Standard Err	9209659			
Observations	24			
ANOVA				
	df	SS	MS	
Regression	8	3.40318E+16	4.25E+15	
Residual	15	1.27227E+15	8.48E+13	
Total	23	3.53041E+16		
	Coefficients	Standard Error	t Stat	
Intercept	14947330	70400081.75	0.21232	
GDP00	X Variable 1	28577.724	8869.439916	3.222044
WGAS	X Variable 2	-136177.6	110696.9446	-1.23018
HUSTQ	X Variable 3	27846.359	6935.672302	4.014947
RUQ	X Variable 4	-8224690	2684043.539	-3.06429
SeasDum1	X Variable 5	60680019	5395979.787	11.24541
SeasDum2	X Variable 6	2884055.9	10598795.93	0.272112
SeasDum3	X Variable 7	1368525.4	8297684.899	0.164929
Pop Ch	X Variable 8	1473.2782	2520.714671	0.584468



Table 4 - Florida Keys Visitors

Florida Keys Visitor Person-Trip Estimates							
	2003	2004	2005	2006	2007	2008	2009
Key West Overnight Visitors	1,309,559	1,303,633	1,046,111	1,063,752	1,094,647	1,112,978	1,165,327
Key West Day Trippers	242,268	241,172	237,460	196,794	202,510	205,901	206,263
Cruise Ship Passengers	1,067,222	934,070	925,795	888,183	816,919	739,218	859,409
Total Key West Visitors	2,619,049	2,478,875	2,209,366	2,148,729	2,114,076	2,058,097	2,230,999
All Keys Overnight Visitors	2,425,110	2,414,135	1,937,244	2,030,062	2,089,021	2,169,565	2,092,732
All Keys Day Trippers	448,645	446,615	439,742	375,561	386,469	401,369	370,414
Cruise Ship Passengers (Key West Only)	1,067,222	934,070	925,795	888,183	816,919	739,218	859,409
Total All Keys Visitors	3,940,977	3,794,820	3,302,781	3,293,806	3,292,409	3,310,152	3,322,555
Monroe County Lodging Occupancy %:	72.2%	71.2%	70.0%	66.5%	68.1%	67.5%	70.3%

Sources: Monroe County Tourist Development Council; Smith Travel Research

Further, the seasonal stability and long term growth trend in retail sales is not attributed to additional retail spending by tourists or cruise ship passengers. Cruise ship and other tourists have declined over the past six years (**Table 4**) indicating the underlying retail sales growth pattern does not appear to be tourist related.

8.0 Long term Trends in Retail Sales and Traffic

Retail sales have been trending up on an inflation adjusted basis over time (**Figure 3**). Total trend based growth is about 4% from 1998-2009. The declines in sales in 2007, 2008 and 2009 are as a result of rising gasoline prices in 2008 which reduced trips and travel and the cyclical effects of recession. As the recession ended retail sales stabilized and sales through November 2010 indicated no further loss in year over year retail sales countywide, despite a decline in permanent population in 2010 as reported by BEBR annual population estimates.

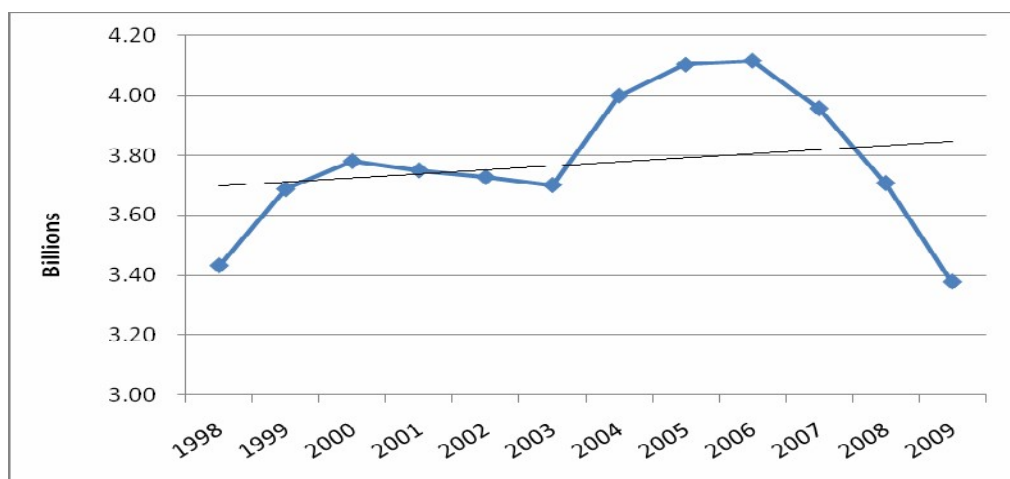
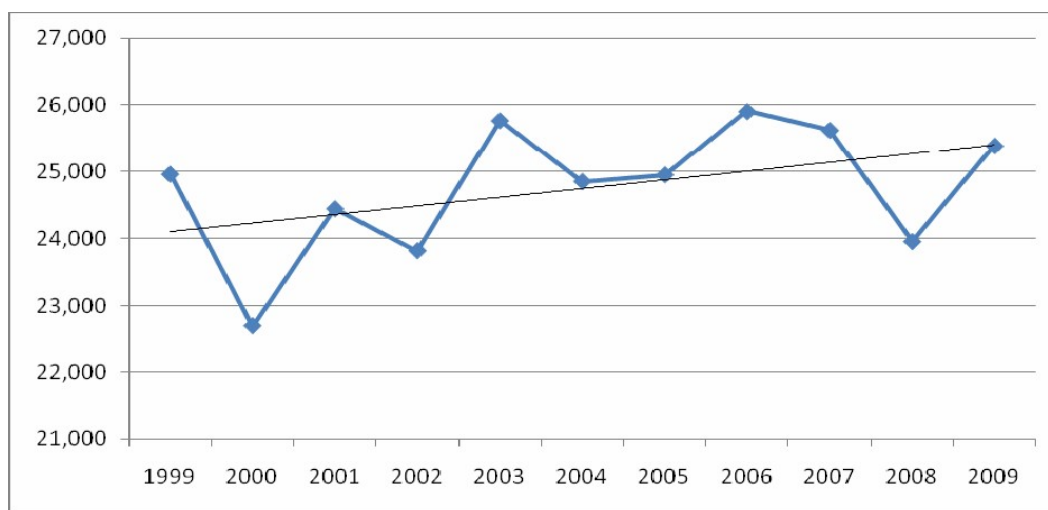


Figure 3 - Monroe County Annual Retail Sales (inflation adjusted)

Similarly, in average daily traffic flows, the long term trend has been gradually increasing. Total trend based growth is about 6% (see Figure 4). This is generally consistent with and of similar magnitude to the trend in retail sales data. Based on sales and traffic it appears that the permanent population losses are being replaced by seasonal residents and there is no permanent net decline in economic activity (sales and traffic), as would be suggested by sustained permanent population losses without replacement.



**Figure 4 - Annual Average Daily Traffic Counts
(Average of Selected Count Stations)**

The trend analysis of traffic data was examined in a variety of ways. These included selection of data stations to reflect only single locations per Key and data for which the entire history was available in a consistent fashion. This prevented overweighting by location or the effects of changing data collection methodologies. The trend analysis was conducted looking at 1999-2009, as well as 1999-2007 (eliminating the most recent highly volatile recession years and the period of highly volatile gasoline prices). A third approach was taken comparing the average of traffic counts from 1999-2002 with 2006-2009. The average of these three methods results in a 6% growth rate over time.

The overall statistical significance of the trend line from 1999-2007 improved substantially over the 1999-2009 trend line through removal of the volatile outlying data points, however the magnitude of the trend line increase did not substantially change. After careful review of the traffic data we conclude the increasing trend in traffic counts is both valid and significant. This means traffic activity is not declining despite a decline in permanent population. We conclude then the growth in traffic is supported by a shift from permanent to seasonal population.

9.0 Countywide Functional Population

The best available data in our view indicates a loss in permanent population with likely replacement through an increase in seasonal residents. Further, both sales and traffic are trending up by similar magnitude suggesting there is limited growth, and no sustained decline in economic activity. This volume of limited growth is consistent with growth which occurs under the ROGO cap.

American Communities Survey data and homestead exemption data support the growth of seasonal population. Total non-homesteaded units are 57% today compared with 55% in 1998. Among single family units only, the non-homestead share has risen from 45% in 1998 to 49% in 2009. For single family units, 70% of the growth since 1998 has been in non-homestead units, and the American Communities Survey indicates a substantial rise in seasonal households during the 2000-2008 time period. This supports an increase in non-permanent/seasonal occupancy, which offsets the permanent population losses.

As a decline in permanent population has occurred, there is a real increase in non-permanent/seasonal replacement as evidenced by an increase in the trend in auto-traffic volume, an increase in the trend in inflation adjusted retail sales, an increase in non-homesteaded residential properties, and an increase in seasonal population shown in the American Communities Survey.

A complicating aspect is the 2008 permanent population figures from both the annual Census population and American Communities Survey population data which indicate permanent population in the Keys is now between 70,000 and 72,000; this is well below the BEBR 2009 estimate of 78,000. There is some probability the April 2010 Census count may indicate a sharply reduced permanent population level. With the understanding that permanent losses do appear to be replaced by seasonal population, and some losses in permanent population may be temporary and cyclical due to recession and foreclosures, if all of the recent Census or ACS based permanent losses were shifted into the seasonal population, the resulting 2030 functional population would still likely demonstrate small levels of growth consistent with the ROGO allocations.

Based on this analysis, K&S prepared a county level functional population series to reflect these conditions. This series begins with the medium series population projection from the BEBR medium series projection, PS156, published in 2010. Next, the FKAA seasonal series through 2025 was used and to this was applied the 2000-2025 CAGR growth rate of the FKAA seasonal series to extend the series from 2025 to 2030. In addition, from 2006-2030 K&S has added 70% of the permanent population loss as forecast by BEBR to the seasonal population. Further, we have added the equivalent of 70% of the ROGO growth to seasonal population to the FKAA seasonal series, reflecting the seasonal shift component not evidenced in FKAA's original data. The resulting functional population is seen in **Figure 5** and **Table 7**.

K&S believes this data series is the most reflective of actual economic and market conditions and is most representative of the long term functional population outlook. Our findings are based on extensive analysis of multiple data series. K&S recommends the use of this functional population data series for use in the 2010 EAR comp plan update.

It is also noted, for units shifting to seasonal status and for seasonal population associated with ROGO growth, a persons-per-household figure of 2.7 was used. On pages 34 and 36 of the MCPD population report in **Appendix 1**, it is noted the measures of seasonal persons per household were greater than 2.7.

Further supporting the use of 2.7 persons per household for seasonal population, Property Appraiser data (**Table 5**) suggests a steady increase in persons per household through year 2008, as described by an increase in the number of bedrooms per unit. This increase in bedrooms also suggests an increase in overall unit size; however, the Monroe County Property Appraiser data for unit size is unavailable. K&S believes seasonally occupied homes and rentals have a greater number of bedrooms and higher person per household occupancy due to the increasing size of newly built units. Newly built units today are primarily non-homesteaded and likely to have a higher proportion of seasonal residents. For these reasons, as well as the data analysis presented in the original MCPD population study, 2.7 persons per household was used for seasonal household size.

Table 5 - Average Number of Bedrooms per Single Family Unit by Year Built

2.1	Pre-1970
2.4	1970-1989
2.5	1990-1999
2.8	2000-2008

Source: Monroe Co. Property Appraiser, Fishkind & Associates, Inc.

The preliminary population series shown in **Figure 5** represents the BEBR medium series projection plus the FKAAs seasonal series. The Final Revised series is recommended for use. This series represents this same data as the preliminary with the addition of the seasonal replacement population, which offsets the permanent population loss. The Final series is the recommended series and corrects the FKAAs methodological flaw. This flaw finds the original MCPD study looked only at growth and did not contemplate the shift of the existing population from permanent to seasonal.

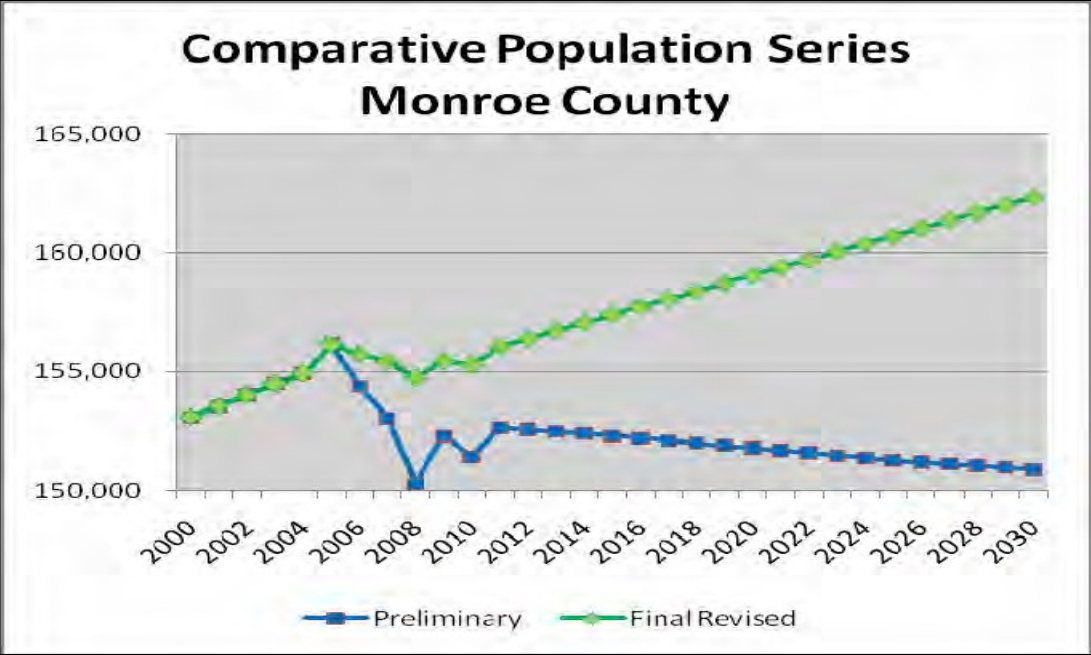


Figure 5 – Recommended Functional Population

The Remainder of This Page Intentionally Left Blank



MONROE COUNTY COMPREHENSIVE PLAN UPDATE

WWW.KEYSCOMPPLAN.COM
(800) 488-1255

Table 7- Recommended Functional Population Series

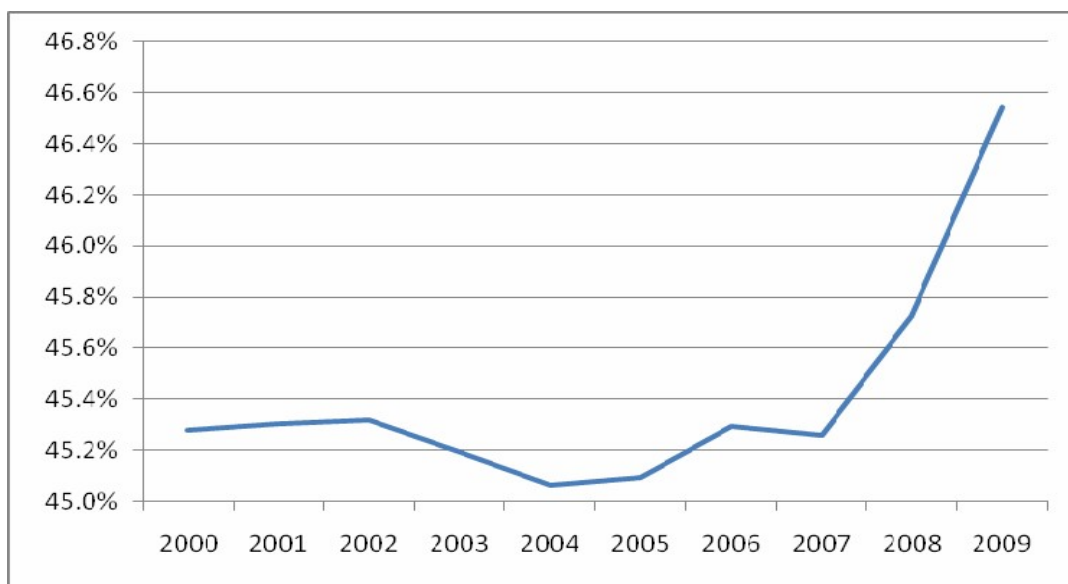
Monroe County Population Projection Seasonal Replacement Series			
YEAR	Permanent	Seasonal	Functional
2000	79,589	73,491	153,080
2001	80,011	73,540	153,551
2002	80,434	73,589	154,023
2003	80,856	73,639	154,495
2004	81,236	73,688	154,924
2005	82,413	73,737	156,150
2006	80,510	75,228	155,738
2007	78,987	76,453	155,440
2008	76,081	78,647	154,728
2009	77,925	77,516	155,441
2010	76,887	78,401	155,288
2011	78,080	77,974	156,054
2012	77,960	78,431	156,391
2013	77,840	78,887	156,727
2014	77,720	79,343	157,063
2015	77,600	79,800	157,400
2016	77,460	80,270	157,730
2017	77,320	80,740	158,060
2018	77,180	81,211	158,391
2019	77,040	81,681	158,721
2020	76,900	82,151	159,051
2021	76,760	82,622	159,382
2022	76,620	83,092	159,712
2023	76,480	83,562	160,042
2024	76,340	84,033	160,373
2025	76,200	84,503	160,703
2026	76,060	84,973	161,033
2027	75,920	85,444	161,364
2028	75,780	85,914	161,694
2029	75,640	86,384	162,024
2030	75,500	86,855	162,355

Source: Fishkind & Associates, Inc.; FL Keys Aqueduct Authority; Univ. FL BEBR, PS 156 and annual estimates

10.0 Determination of Unincorporated Area Functional Population

Permanent Population

The unincorporated population as a share of countywide population has increased from 45.3 percent in 2002 to 46.5 percent in 2009. **Figure 6** shows the 10 year trend in the unincorporated share, based on the University of Florida annual population estimates.



Source: University of Florida, Annual Population Estimates

Figure 6 - Unincorporated Population Share of Countywide Population

The unincorporated permanent share has increased in the past three years likely due to foreclosures and conversions from permanent to seasonal in incorporated areas. As foreclosures abate, the change in unincorporated permanent population as a share of countywide totals will stabilize. Further, the permanent population share in the unincorporated area is likely to fall as unoccupied homes in municipal areas once again become occupied and come under ownership. Based on this discussion, for the future estimates of permanent population as a share of countywide totals we have used 46 percent as the stabilized figure representing the unincorporated share of permanent population over time.

Seasonal Population

The unincorporated areas contain 46 percent of all non-homesteaded residential units in Monroe County, based on 2009 Monroe County Property Appraiser Tax Roll data. This represents some 11,664 units. Using seasonal persons per household size of 2.7 the seasonal population in residential housing units is 29,160.

In addition, the unincorporated areas contain 27 percent of all hotel motel space in Monroe County. This converts to an estimated 2,197 hotel/motel rooms within the unincorporated area. With average annual hotel occupancy of 69.8% (based on Smith Travel Hotel Trends Reports 2003-2010) and average persons per room of 2.73, the hotel based seasonal population in the unincorporated areas is 5,558.

Further, the original MCPD/FKAA population methodology did not include the functional population associated with Keys Tourist Day Trips. This is a daily number which increases the functional population. Based on the average share of annual unincorporated day trips divided by 365, the number of unincorporated day trippers represents an addition of 325 persons to the functional population, as described in **Table 8**.

Table 8 – Day Trippers As A Component of Unincorporated Seasonal Population

	2003	2004	2005	2006	2007	2008	2009
All Keys Day Trippers	448,645	446,615	439,742	375,561	386,469	401,369	370,414
Key West Day Trippers	242,268	241,172	237,460	196,794	202,510	205,901	206,263
All Else Keys Day Trippers	206,377	205,443	202,282	178,767	183,959	195,468	164,151
Other Municipal Day Trip	69,659	69,344	68,277	60,340	62,093	65,977	55,407
Uninc Keys Day Trippers	136,718	136,099	134,005	118,427	121,866	129,491	108,744
Functional Day Trippers	375	373	367	324	334	355	298

Source: Monroe County Tourist Development Council, Fishkind & Associates, Inc.

Combining the household based seasonal populations, hotel based seasonal population, day trippers, and adjusting for non-standard dwelling units populations including those in camps, liveaboards and other, it is estimated there are 35,053 seasonal residents throughout unincorporated Monroe County, in 2009. This represents 45 percent of the 2009 countywide seasonal population as shown in Table 4. Applying this percentage to the countywide seasonal population projection yields a seasonal population in the unincorporated areas of 39,226 by year 2030. **Table 9** provides the permanent, seasonal and functional population for unincorporated Monroe County, through year 2030.

Total unincorporated functional population is expected to increase from 71,311 in year 2009 to 73,956 by year 2030. This represents an increase of 2,645 persons over the entire planning horizon. **Table 9** provides the determination of unincorporated permanent and seasonal population.

Table 9- Unincorporated Functional Population Series

Unincorporated Population Projection			
Seasonal Replacement Series			
	Permanent	Seasonal	Functional
2000	36,036	33,241	69,277
2001	36,250	33,263	69,512
2002	36,452	33,285	69,737
2003	36,543	33,307	69,850
2004	36,606	33,329	69,935
2005	37,164	33,351	70,515
2006	36,466	34,019	70,485
2007	35,749	34,568	70,317
2008	34,788	35,550	70,338
2009	36,268	35,043	71,311
2010	35,368	35,440	70,808
2011	35,917	35,249	71,166
2012	35,862	35,453	71,315
2013	35,806	35,658	71,464
2014	35,751	35,862	71,613
2015	35,696	36,067	71,763
2016	35,632	36,277	71,909
2017	35,567	36,488	72,055
2018	35,503	36,698	72,201
2019	35,438	36,909	72,348
2020	35,374	37,120	72,494
2021	35,310	37,330	72,640
2022	35,245	37,541	72,786
2023	35,181	37,752	72,933
2024	35,116	37,962	73,079
2025	35,052	38,173	73,225
2026	34,988	38,384	73,371
2027	34,923	38,594	73,518
2028	34,859	38,805	73,664
2029	34,794	39,016	73,810
2030	34,730	39,226	73,956

Source: Fishkind & Associates, Inc.

11.0 Unincorporated Population in Upper/Middle/Lower Keys

Permanent Population - Upper/Middle/Lower

With the functional unincorporated population determined, the distribution between upper, middle and lower regions is based on the permanent population, ratio of seasonal to permanent population plus the distribution of hotel/motels by sub-area.



Permanent population is based on the on-line service I-Site which provides updated block group information based on US Census data (**Table 10**). The distribution of permanent population based on these data is shown in **Table 11**.

Table 10 - Unincorporated Monroe County-Distribution of Permanent Population				
	Upper Keys	Middle Keys	Lower Keys	Total
Population (1990)	44%	3%	52%	100%
Population (2000)	42%	3%	55%	100%
Population (2009)	41%	3%	56%	100%
Population (2014)	40%	3%	57%	100%

Source: Fishkind & Associates, Inc.; I-Site online demographic database

The Remainder of This Page Left Intentionally Left Blank

Table 11 – Permanent Population Distribution by Sub-Area

Unincorporated Permanent Population Projection			
Seasonal Replacement Series			
	Upper	Middle	Lower
2000	15,135	1,081	19,820
2001	15,185	1,087	19,978
2002	15,229	1,094	20,130
2003	15,226	1,096	20,221
2004	15,212	1,098	20,296
2005	15,402	1,115	20,647
2006	15,073	1,094	20,299
2007	14,737	1,072	19,940
2008	14,263	1,044	19,481
2009	14,797	1,088	20,383
2010	14,430	1,061	19,877
2011	14,654	1,078	20,185
2012	14,632	1,076	20,154
2013	14,609	1,074	20,123
2014	14,586	1,073	20,092
2015	14,564	1,071	20,061
2016	14,538	1,069	20,025
2017	14,511	1,067	19,989
2018	14,485	1,065	19,953
2019	14,459	1,063	19,916
2020	14,433	1,061	19,880
2021	14,406	1,059	19,844
2022	14,380	1,057	19,808
2023	14,354	1,055	19,772
2024	14,327	1,053	19,735
2025	14,301	1,052	19,699
2026	14,275	1,050	19,663
2027	14,249	1,048	19,627
2028	14,222	1,046	19,591
2029	14,196	1,044	19,554
2030	14,170	1,042	19,518

Source: Fishkind & Associates, Inc.

Seasonal Population - Upper/Middle/Lower

Seasonal population within the upper/middle/lower unincorporated areas is estimated based on the ratio of unincorporated seasonal population to unincorporated permanent population, multiplied by the permanent population distributions by sub-area (**Table 12**).

Table 12- Seasonal Population Distribution by Sub-Area

Unincorporated Seasonal Population Projection			
Seasonal Replacement Series			
	Upper	Middle	Lower
2000	14,048	1,056	18,137
2001	14,020	1,057	18,185
2002	13,993	1,058	18,234
2003	13,966	1,058	18,283
2004	13,938	1,059	18,332
2005	13,910	1,060	18,381
2006	14,150	1,080	18,789
2007	14,339	1,096	19,133
2008	14,665	1,126	19,759
2009	14,388	1,111	19,545
2010	14,550	1,122	19,768
2011	14,472	1,117	19,660
2012	14,555	1,123	19,775
2013	14,639	1,129	19,890
2014	14,722	1,135	20,005
2015	14,806	1,141	20,120
2016	14,891	1,148	20,238
2017	14,977	1,154	20,357
2018	15,063	1,160	20,475
2019	15,149	1,167	20,593
2020	15,235	1,173	20,712
2021	15,321	1,179	20,830
2022	15,407	1,185	20,948
2023	15,493	1,192	21,067
2024	15,579	1,198	21,185
2025	15,665	1,204	21,304
2026	15,751	1,211	21,422
2027	15,837	1,217	21,540
2028	15,923	1,223	21,659
2029	16,009	1,230	21,777
2030	16,095	1,236	21,896

Source: Fishkind & Associates, Inc.

Based on these data we are able to determine the functional population for unincorporated Keys according to the upper/middle/lower sub-areas of the unincorporated portion of Monroe County. **Table 13** presents the functional population for unincorporated Monroe and the sub-areas.

**Table 13 – Unincorporated Functional Population
Distribution by Sub-Area**

Unincorporated Functional Population Projection				
Seasonal Replacement Series				
	Upper	Middle	Lower	TOTAL
2000	29,183	2,138	37,957	69,277
2001	29,205	2,145	38,163	69,512
2002	29,222	2,151	38,364	69,737
2003	29,192	2,155	38,504	69,850
2004	29,150	2,157	38,628	69,935
2005	29,313	2,175	39,027	70,515
2006	29,222	2,174	39,089	70,485
2007	29,075	2,169	39,073	70,317
2008	28,928	2,169	39,240	70,338
2009	29,185	2,199	39,927	71,311
2010	28,980	2,183	39,645	70,808
2011	29,126	2,194	39,846	71,166
2012	29,187	2,199	39,929	71,315
2013	29,248	2,203	40,013	71,464
2014	29,309	2,208	40,097	71,613
2015	29,370	2,212	40,181	71,763
2016	29,429	2,217	40,263	71,909
2017	29,489	2,221	40,345	72,055
2018	29,549	2,225	40,427	72,201
2019	29,608	2,230	40,510	72,348
2020	29,668	2,234	40,592	72,494
2021	29,728	2,238	40,674	72,640
2022	29,787	2,243	40,756	72,786
2023	29,847	2,247	40,838	72,933
2024	29,907	2,252	40,921	73,079
2025	29,966	2,256	41,003	73,225
2026	30,026	2,260	41,085	73,371
2027	30,086	2,265	41,167	73,518
2028	30,145	2,269	41,249	73,664
2029	30,205	2,274	41,332	73,810
2030	30,265	2,278	41,414	73,956

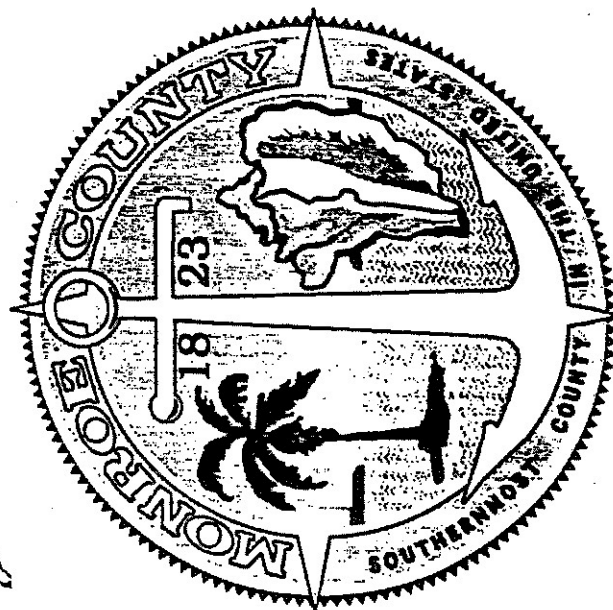
Source: Fishkind & Associates, Inc.



APPENDIX 1

MONROE COUNTY POPULATION

ESTIMATES & FORECASTS 1990 TO 2015



February, 2000



Monroe County Planning Department

MONROE COUNTY POPULATION ESTIMATES AND FORECASTS 1990 TO 2015

February, 2000

Board of County Commissioners

Mayor Shirley Freeman, District 3
Mayor Pro Tem George Neugent, District 2
Commissioner Wilhelmina Harvey, District 1
Commissioner Nora Williams, District 4
Commissioner Mary Kay Reich, District 5

Planning Commission

Lynn Mapes, Chairman
Billy Gorsuch, Vice Chairman
Sullins Stuart
P. Morgan Hill
Scott Marr

Director of Growth Management

Timothy J. McGarry, AICP

Planning Director

K. Marlene Conaway

Project Manager

Chad Meadows, AICP

Questions, comments or requests for additional copies may be
forwarded to the Monroe County Planning Department:
2798 Overseas Highway Suite 410 Marathon, FL 33050
(305) 289-2500 Fax: (305) 289-2536



Monroe County Planning Department

EXECUTIVE SUMMARY

This report will present and discuss the population estimates and forecasts for Monroe County for the years 1990 to 2015. The report considers the functional, permanent resident, and peak seasonal populations. Information on the population in both incorporated and unincorporated areas of the county is presented. This report was developed to update the tables on population found in the Year 2010 Comprehensive Plan Technical Document. The report has five major sections: background, analysis, methodology, assumptions, and appendices. The report also contains twelve summary charts on population trends in the County.

The background section explains why this report was prepared, and how the information is organized. It also presents some preliminary information on how to interpret the information.

The analysis section indicates that the functional population is expected to grow by more than 16,000 people from 1990 to 2015, an increase of almost eleven percent (11%) over the twenty-five year period. In 1999, over sixty percent (60%) of the functional population is located within unincorporated portions of Monroe County, but by 2000, the incorporated portions of the county will contain fifty-three percent (53%) of total functional population. Throughout the years under study, the Upper Keys sub-district will have the largest portion of the functional population in unincorporated Monroe County, however, the Lower Keys is expected to have the highest growth rates over the twenty-five year period. In terms of the composition of the functional population, there are more permanent residents than the peak seasonal population on any given evening. However, permanent resident figures are annual while peak seasonal population figures are for any given evening. If seasonal population figures were annual, they would far exceed permanent resident population figures. The growth rates for permanent residents are expected to



Monroe County Planning Department

out pace the growth rates in the peak seasonal population as a percentage of the functional population. PAED 4a is expected to have the largest numerical increases in population as well as the highest rates of population increase for permanent residents. PAED 22 is expected to have the slowest growth rates. The drag factors applied to the permanent and seasonal resident data indicate that these population's growth rates will begin to level-off and decline after the year 2014 if current trends continue.

The methodology section explains the various steps taken to prepare and present the data contained in the report.

The assumptions section explains the assumptions made in the preparation of these estimates and forecasts, and why the assumptions had to be made.

The appendices contain the summary tables of all the data developed as a part of this report. There are eleven appendices, one containing original population data, one containing PAED maps, eight containing data developed for this report, and one containing footnotes on the data collected.

The information in this report is the best available, but as new data and/or dimensions of the population become apparent, the Planning Department may update it. Errata sheets may also be prepared from time to time. Any questions regarding this data or analysis can be directed to the Monroe County Planning Department.



Monroe County Planning Department

TABLE OF CONTENTS

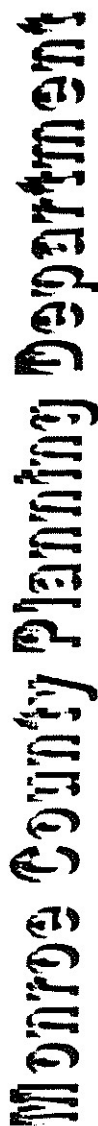
EXECUTIVE SUMMARY.....	i
BACKGROUND.....	1
GENERAL ANALYSIS.....	4
METHODOLOGY.....	24
ASSUMPTIONS.....	40
APPENDICES.....	46
Appendix 1: Tables 2.28, 2.29, & 2.30 from the Year 2010 Comprehensive Plan Technical Document	
Appendix 2: Monroe County Planning Area Enumeration District (PAED) Maps	
Appendix 3: Summary Table of Permanent, Seasonal, & Functional Population 1990-2015	
Appendix 4: Summary Table of Permanent Resident Population 1990-2015	
Appendix 5: Summary Table of Peak Number of Seasonal Residents and Visitors by PAED 1990-2015	
Appendix 6: Table of Peak Population in Seasonal Residences	
Appendix 7: Table of Peak Population in Hotels & Motels	
Appendix 8: Table of Peak Population in Campsites & Recreational Vehicles	
Appendix 9: Table of Peak Population Staying with Friends/Relatives	
Appendix 10: Table of Peak Population Staying on Live Aboard Vessels	
Appendix 11: Table Footnotes	



Monroe County Planning Department

LIST OF FIGURES

1. FUNCTIONAL POPULATION OF MONROE COUNTY 1990-2015.....	5
2. GRAPH OF FUNCTIONAL POPULATION IN MONROE COUNTY 1990-2015.....	6
3. DISTRIBUTION OF FUNCTIONAL POPULATION IN MONROE COUNTY 1999-2015.....	7
4. FUNCTIONAL POPULATION IN UNINCORPORATED MONROE COUNTY BY SUB-DISTRICT 1990-2015.....	8
5. PERCENT CHANGE IN UNINCORPORATED MONROE COUNTY BY SUB-DISTRICT 1990-2015.....	10
6. GRAPH OF PERMANENT RESIDENT POPULATION IN MONROE COUNTY 1990-2015.....	12
7. GRAPH OF PEAK SEASONAL POPULATION IN MONROE COUNTY 1990-2015.....	14
8. TRENDS IN PERMANENT VERSUS SEASONAL POPULATION FOR MONROE COUNTY 1990-2015.....	15
9. CHANGE IN THE POPULATION COMPOSITION OF MONROE COUNTY 1990-2015.....	17
10. POPULATION COMPARISON BETWEEN INCORPORATED AND UNINCORPORATED AREAS OF MONROE COUNTY 1990-2015.....	18
11. POPULATION COMPARISON BY UNINCORPORATED SUB-DISTRICT 1990-2015.....	19
12. PAED POPULATION FROM 2000 TO 2015 RANKED BY CHANGE IN FUNCTIONAL POPULATION.....	21



This report is an update of Monroe County's official population estimates currently contained within Tables 2.28, 2.29, and 2.30 of the Year 2010 Comprehensive Plan Technical Document. These tables are attached as Appendix 1. The information presented in the tables was compiled in 1991 as part of the data and analysis required for the preparation of the Monroe County Year 2010 Comprehensive Plan. The data was drawn from a variety of sources, including the 1990 Census of Population, previous Monroe County planning documents, the work of several consultants, and studies prepared by the State of Florida.

The information contained within the Tables 2.28, 2.29, and 2.30 is organized by Planning Area Enumeration District, or PAED. These PAEDs are the combination of the previously utilized Monroe County "Planning Areas" and the US Census Bureau's "Enumeration Districts". These two units of geographical analysis were combined by the Planning Department in 1987 for ease of use. A map of the PAEDs is included as Appendix 2.

The information in Tables 2.28, 2.29, and 2.30 deals with the time span from 1990 up to 2010, and is summarized by sub-district (Upper, Middle, and Lower Keys). It is important to note that the tables do not include population information for Key West, Key Colony Beach, and Layton.

Table 2.28 presents information on the number of permanent residents. These are people who live in unincorporated Monroe County throughout the year. Table 2.29 quantifies the seasonal population in unincorporated Monroe County. This is the *peak* number of people in unincorporated Monroe County who are seasonal residents and visitors on *any given night*. Table 2.30



Monroe County Planning Department

represents the functional population. The functional population is the sum of permanent residents and the peak number of seasonal residents and visitors.

During 1999, the Planning Department updated the population estimates and forecasts to ensure that the numbers are as accurate as possible. This report contains the results of that update.

The updated Monroe County population estimates and forecasts are contained within several appendices to this report. Appendix 3 is the summary table showing the permanent resident, peak seasonal resident/visitor, and functional population by PAED for Monroe County from 1990 to 2015. Appendix 3 is composed of information taken from the tables in Appendices 4 and 5. Appendix 4 is the permanent resident population table, and Appendix 5 is the summary table for the peak number of seasonal residents and visitors in Monroe County. The information in the table in Appendix 5 comes from five subsidiary tables:

- Appendix 6: Table of Peak Number of Seasonal Residents
- Appendix 7: Table of Peak Number of People in Hotels & Motels
- Appendix 8: Table of Peak Number of People in Campsites & Recreational Vehicles
- Appendix 9: Table of Peak Number of People Staying with Friends/Relatives
- Appendix 10: Table of Peak Number of People on Live Aboard Vessels

Appendix 11 is a series of footnotes relating to the tables found in Appendices 4-10. Each of these appendices will be discussed in greater detail in the Methodology Section of this report.



Monroe County Planning Department

Each table of data found in the appendices has some common features. Each column in a table is numbered at its top. Below this column number is the column's heading, which describes what the data in the column represents. Below the heading of some of the columns is an operation shown in parenthesis "()", which describes the calculations performed to derive the data in the column. The numbers in parenthesis correspond to the column numbers in the table. For example, the column heading for column # 6 may read "*Total Population (4 x 5)*". This means that the numbers found in column 6 were derived by multiplying the numbers in column 4 by the numbers in column 5.

The data found in a table is the result of an equation, not the verbatim typing of a particular number. As a result, the numbers found in the tables are carried out several decimal places, but have been rounded by the computer for display purposes. As a result, some of the numbers found in the tables may not add up. This is a function of the rounding performed by the computer, not an error in the equations.

One item to note in the tables is that four of the PAEDs (12a, 12b, 13, and 14) are removed from the unincorporated Monroe County population figures after 1997 to account for the incorporation of Islamorada, Village of Islands. Likewise, the data for three additional PAEDs (7, 8, and 9) are removed from the unincorporated Monroe County population figures after 1999 to account for the incorporation of Marathon. Another item of note is that the population found in the mainland portion of Monroe County and the Dry Tortugas is not included in these estimates and forecasts. Neither of these areas is included within a PAED, and both are under the jurisdiction of the National Park Service.



Monroe County Planning Department

GENERAL ANALYSIS

This section of the report presents an analysis of the population estimates and forecasts. This section will provide the following:

- a discussion of the functional population trends in Monroe County
- a comparison of the permanent resident and peak seasonal populations
- an analysis of the fastest and slowest growing areas of Unincorporated Monroe County

Functional Population Trends in Monroe County

This section will examine the functional population trends for all of Monroe County, including the incorporated areas. This section will also explore the different trends in functional population between the incorporated and unincorporated areas, and compare regional trends in functional population inside the unincorporated areas. The functional population is the sum of the number of permanent residents plus the peak number of seasonal residents and visitors in Monroe County on any given evening.



Monroe County Planning Department

Functional Population of Monroe County 1990-2015

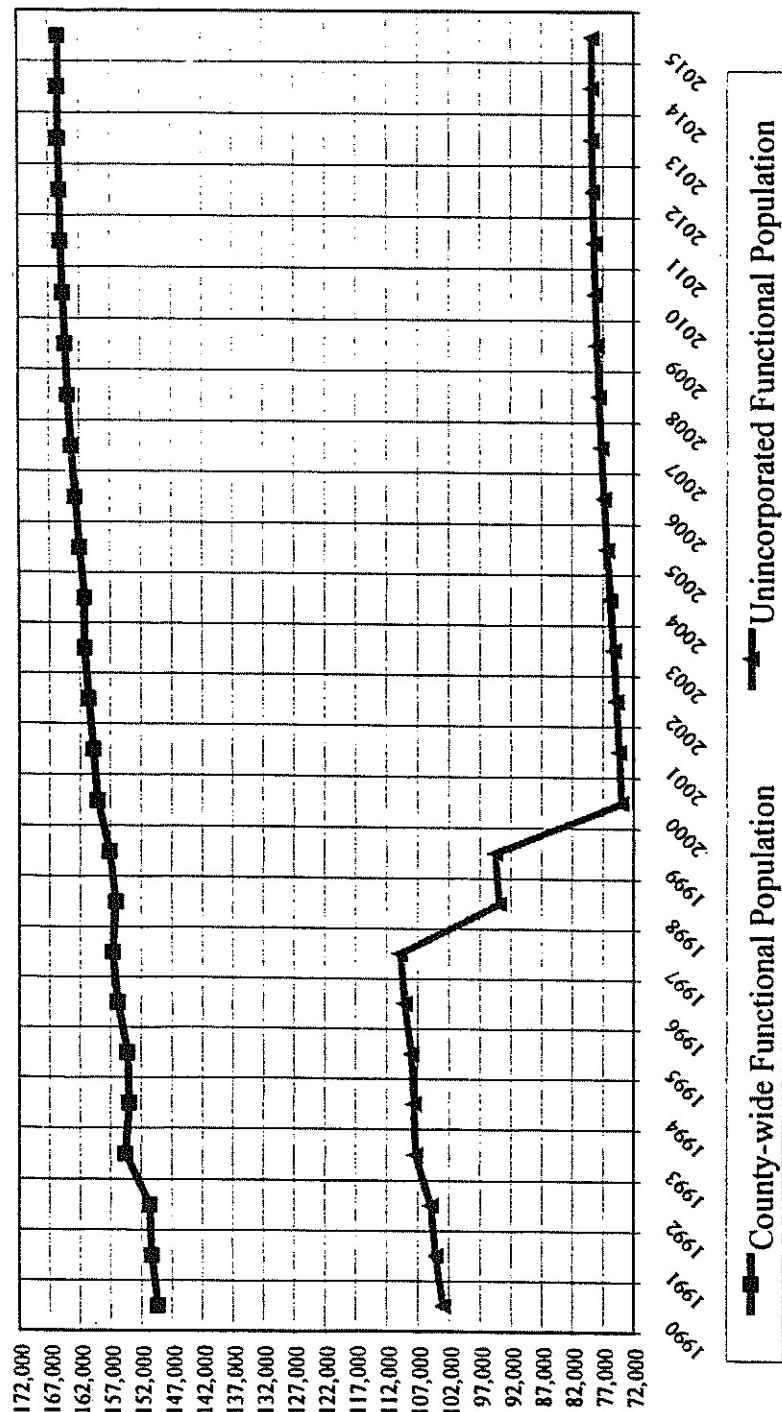
Year	Functional Population	Numerical Change	Percent Change
1990	149,348	*	*
1995	154,255	4,907	3.29%
2000	159,113	4,857	3.15%
2005	162,041	2,929	1.84%
2010	164,769	2,727	1.68%
2015	165,366	597	0.36%

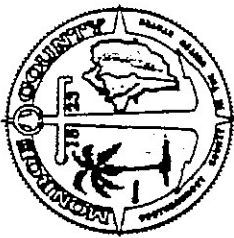
According to the table above, the functional population of Monroe County is expected to grow by more than 16,000 people from 1990 to 2015. This represents an increase of almost eleven percent (11%) over the twenty-five year period. However, the numerical and percent change columns show that the *rate* of increase is expected to slow dramatically over the same time period. In other words, the growth rate in the Monroe County functional population is beginning to level off by the year 2000. It is important to note that the Summary Table of Functional Population in Appendix 3 predicts a yearly decrease in functional population after the year 2014. The graph on the next page shows the trends in functional population over the period from 1990 to 2015. It also compares the functional population in unincorporated areas to that in the incorporated areas of Monroe County.



Monroe County Planning Department

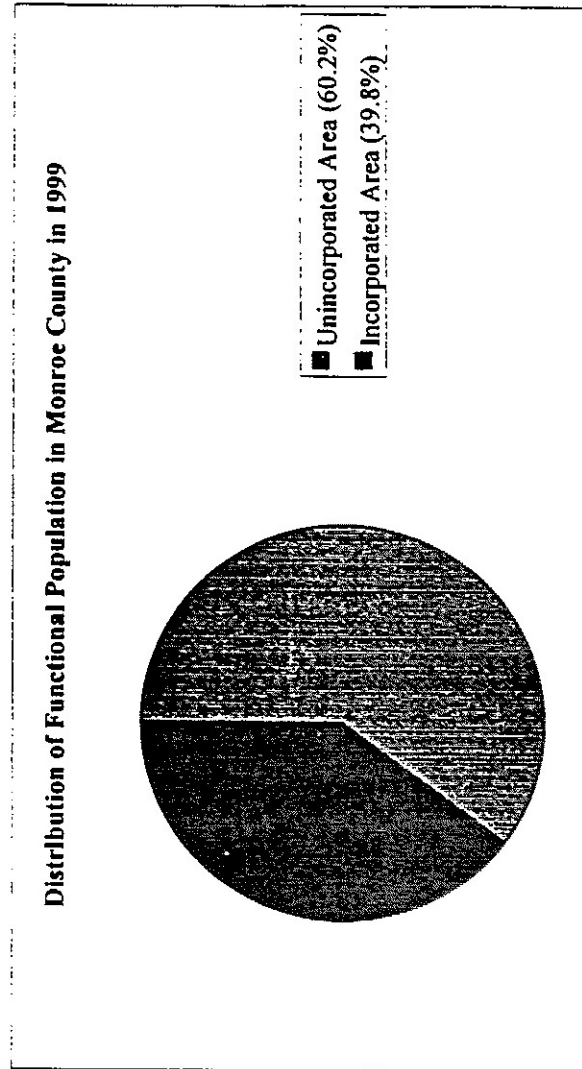
Graph of Functional Population in Monroe County
1990-2015





Monroe County Planning Department

In 1999, a larger portion of the functional population in Monroe County is located within the unincorporated areas of the county. The unincorporated portions of Monroe County had a functional population of 94,565 people, while the incorporated areas had a functional population of 62,607 people. The percentages of each are depicted in the chart below:



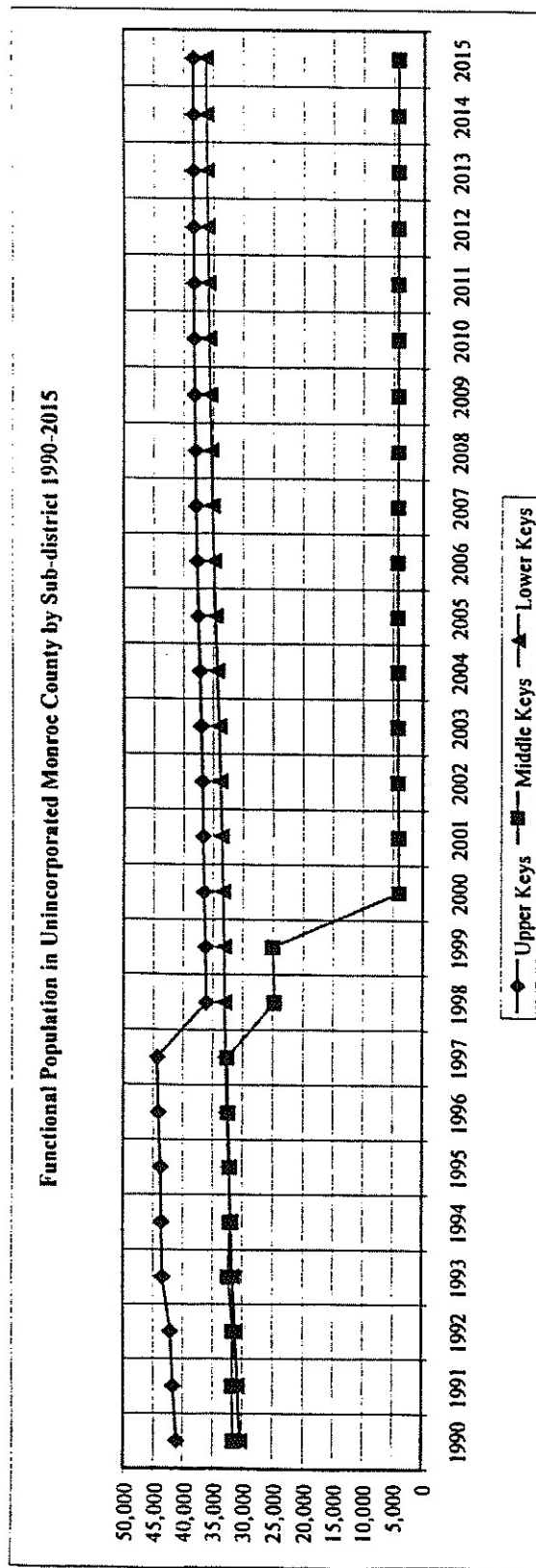
In 1999, the City of Key West accounted for around twenty-seven percent (27%) of the total functional population, while the Village of Islamorada accounts for around ten percent (10%). The cities of Key Colony Beach and Layton compose about two percent (2%) of the total functional population in Monroe County. The newly incorporated city of Marathon is expected to occupy about thirteen (13%) of the 2000 total functional population of Monroe County. As indicated in the chart above, the incorporated areas account for forty percent (40%) of the total functional population, while the unincorporated areas account for



Monroe County Planning Department

about sixty percent (60%) in 1999. After the year 2000, the relative distribution of functional population between incorporated and unincorporated areas is expected to reverse. By 2000, the functional population in incorporated areas is expected to grow to over 85,000 people, or fifty-three percent (53%) of the total functional population of Monroe County.

The graph below compares the distribution of the functional population among the three sub-districts in the unincorporated portions of Monroe County.



The Upper Keys sub-district is composed of PAEDs 15 to 22, which run from Tavernier Creek to the Miami-Dade County line, including north Key Largo. The Middle Keys contain PAEDs 7 to 11, or the area from Knight's Key to the Channel 5 Bridge



Monroe County Planning Department

east of Fiesta Key. The Lower Keys sub-district includes PAEDs 1 to 6, from southern Stock Island to the eastern end of the Seven Mile Bridge. A map of the Keys PAEDs can be found in Appendix 2 of this report.

Regionally, the Upper Keys accounted for the largest portion of the 1990 unincorporated functional population (41,081 people, or 40% of the total). This is followed by the Middle Keys, which comprised 30.6% (31,533 people) of the total 1990 functional population; and finally, the Lower Keys, which contained 30,387 people, or 29.5% of the unincorporated functional population.

The incorporation of Islamorada in 1998 accounts for the drop in unincorporated functional population in the Upper and Middle Keys sub-districts. The functional population in the Middle Keys sub-district declined more than twenty percent (20%) with the incorporation of Islamorada, while the Upper Keys sub-district lost twelve percent (12%) of its functional population. The Lower Keys sub-district grew more than eight percent (8%) from 1990 to 1998. Further declines in the unincorporated functional population will appear in 2000 based upon the incorporation of Marathon in 1999.

By the year 2015, the Upper Keys, with a functional population of 38,657 people, is expected to contain 48.6% of the unincorporated functional population. The Lower Keys are projected to have a functional population of 36,263 people in 2015, or 46% of the unincorporated total, while the Middle Keys will be reduced to 4,206 people, or 5.3% of the unincorporated county total.

The table below illustrates the changes in functional population by unincorporated Keys sub-district:



Monroe County Planning Department

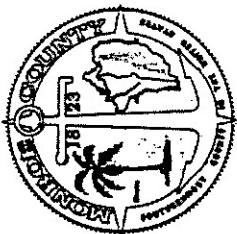
Percent Change in Unincorporated Monroe County by Sub-district 1990-2015

	1990 Functional Population	1998 Functional Population	Percent Change 1990-1998	2000 Functional Population	Percent Change 1998-2000	2015 Functional Population	Percent Change 2000-2015
Upper Keys	41,081	36,138	-12.0%	36,615	1.3%	38,362	4.8%
Middle Keys	31,533	24,765	-21.5%	3,944	-84.1%	4,206	6.6%
Lower Keys	30,387	33,036	8.7%	33,410	1.1%	36,263	8.5%
Unincorporated Total	103,000	93,939	-8.8%	73,969	-21.3%	78,831	6.6%

If current trends continue, the Lower Keys sub-district will be the fastest-growing area of unincorporated Monroe County by 2015. The Upper Keys sub-district will continue to grow, but by the slowest rate. The Middle Keys sub-district functional population is expected to rebound after the incorporation of Marathon, growing over six percent (6%) from 2000 to 2015. It is interesting to note that by 2015, the functional populations in the Upper and Middle Keys are expected to begin a decline, while the functional population in the Lower Keys is expected to increase.

Permanent Resident and Peak Seasonal Population

This section of the report will investigate the permanent resident population versus the peak seasonal population for all of Monroe County. The changes in permanent and seasonal population over time will also be explored for both the incorporated



Monroe County Planning Department

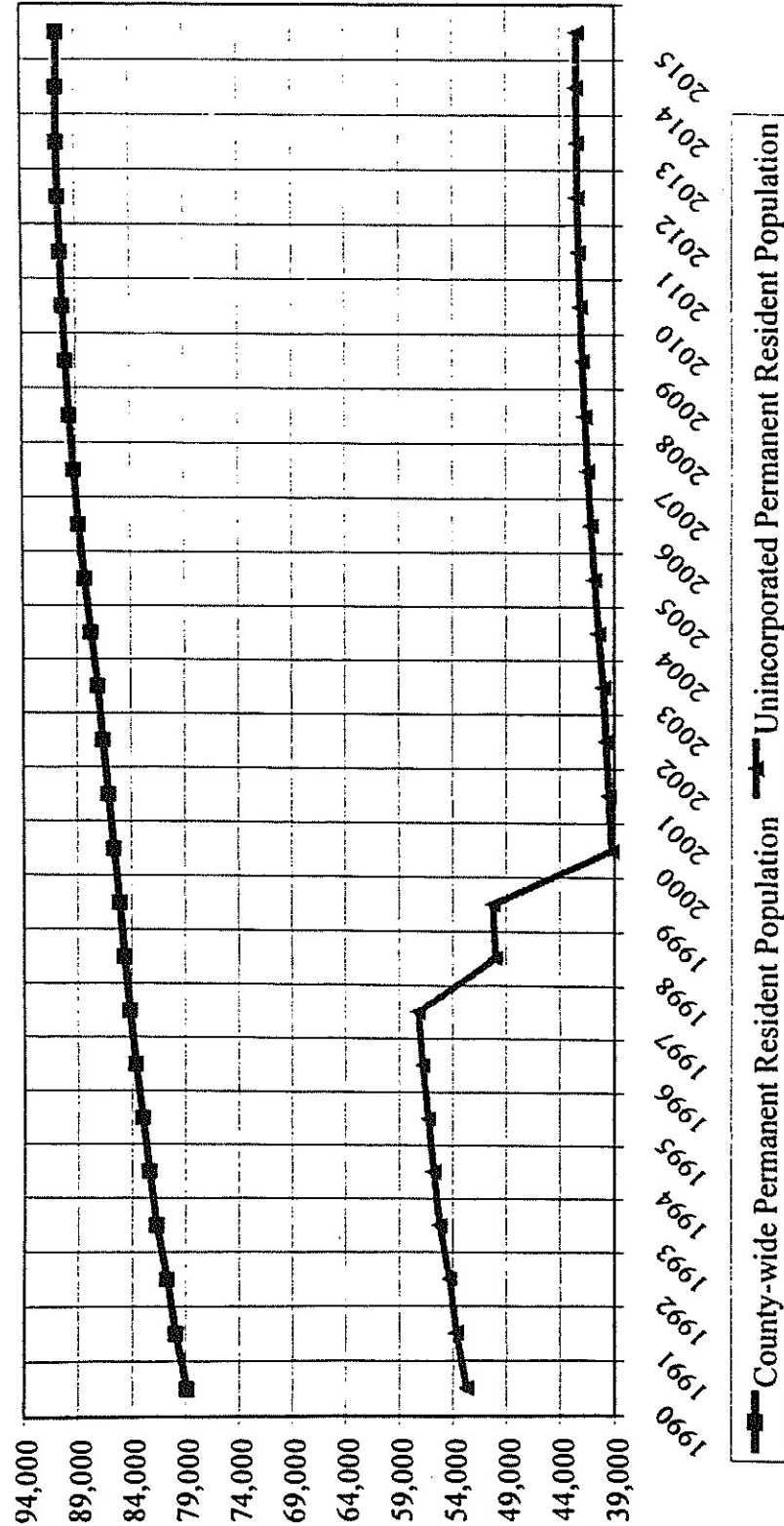
and unincorporated areas of the county. Trends in the permanent versus the peak seasonal population will also be considered at the sub-district level.

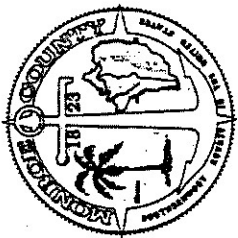
The graph on the next page shows the past and future trends in the permanent resident population for all of Monroe County as well as the unincorporated areas. The total permanent resident population in Monroe County has grown from 78,855 people in 1990 to 90,654 people by 2015, an increase of fifteen percent (15%) over the twenty-five year period. The permanent resident population as a percentage of the functional population fluctuates between 52.8% and 54.8% over the period. The years 1991 and 1993 were the only ones where the county-wide permanent resident growth rate exceeded one percent (1%) per year. Growth rates are expected to remain under 1% per year for the remainder of the years under study, and are expected to decline after the year 2003. The declines in the permanent resident population in unincorporated areas as illustrated in the graph can be attributed to the incorporation of Islamorada in 1998 and Marathon in 1999.



Monroe County Planning Department

Graph of Permanent Resident Population in Monroe
County 1990-2015





Monroe County Planning Department

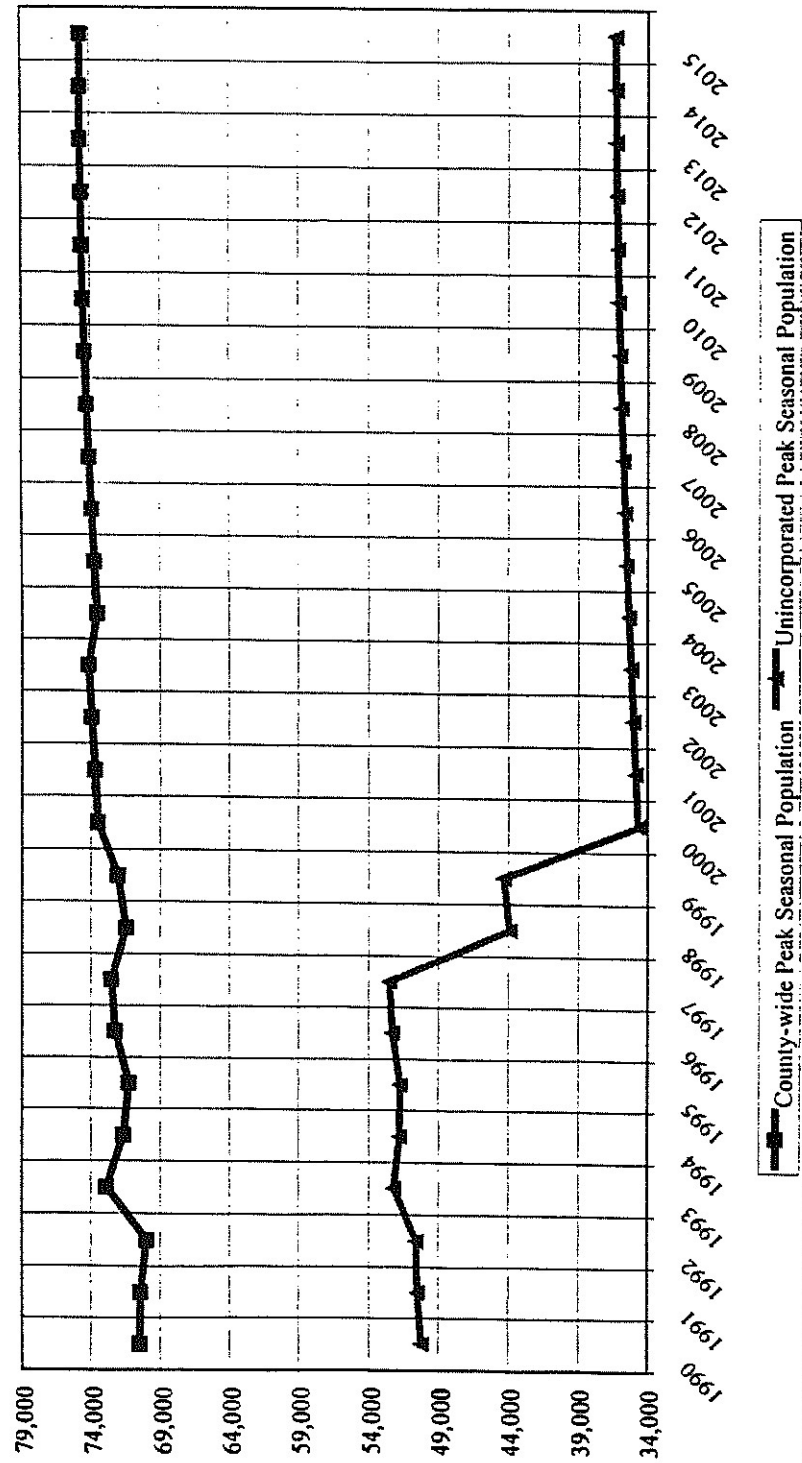
Permanent resident population figures show the total number of permanent residents at the end of a calendar year, while the peak seasonal population is the maximum or peak number of seasonal residents and visitors that can be accommodated on any given evening. Peak seasonal population figures are *not* the total number of seasonal residents or visitors in the county over the calendar year, but rather are the maximum number who could stay on any given night given the capacity for accommodating these people. The peak seasonal population figures are not the actual number of seasonal residents and visitors who *did* stay, the peak seasonal population figures show the total number of seasonal residents and visitors who *could* stay given the space available. The peak seasonal population figures include data on the number of seasonal residents, the number of people staying in hotels, motels, vacation rentals, campsites, recreational vehicles, live aboard vessels, and those staying with friends and relatives.

The graph on the next page shows the past and future trends in the peak seasonal population for all of Monroe County as well as the unincorporated areas. The peak seasonal population in Monroe County has grown from 70,493 people in 1990 to 74,712 people by 2015, an increase of six percent (6%) over the twenty-five year period. The peak seasonal population as a percentage of the functional population fluctuates between 45.2% and 47.2% over the period. The county-wide peak seasonal population growth rate exceeded four percent (4%) in 1993. Growth rates fluctuated between -1.7% and 1.9% for the remainder of the years under study, and are expected to steadily decline after the year 2003. The 1998 and 1999 declines in the peak seasonal population in unincorporated areas can be attributed to the incorporation of Islamorada and Marathon.



Monroe County Planning Department

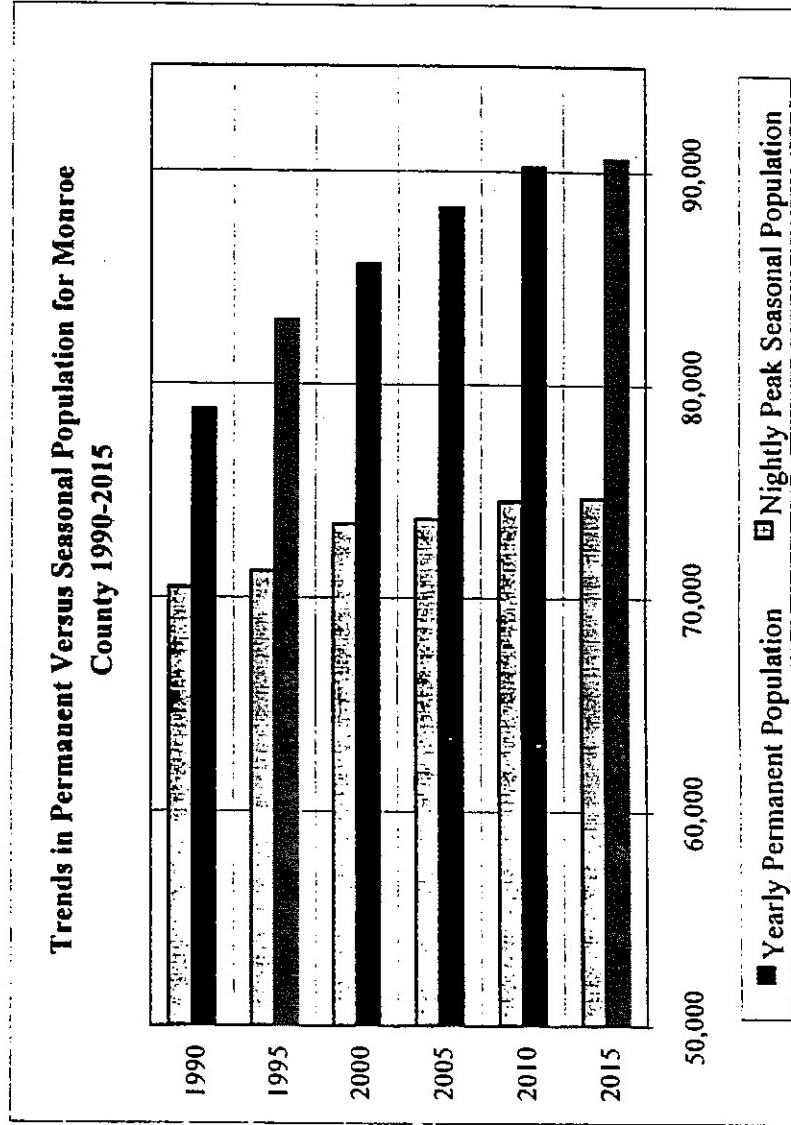
Graph of Peak Seasonal Population in Monroe County
1990-2015





Monroe County Planning Department

The graph below compares the trends in permanent resident and peak seasonal population for all of Monroe County on any given evening in the year shown.



The chart shows that while the absolute numbers of permanent residents and potential peak number of seasonal residents and visitors will increase from 1990 to 2015, the growth rates are expected to slow down. If current trends continue, the growth rate

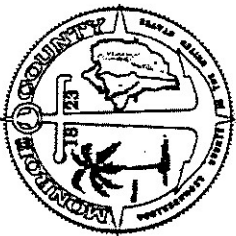


Monroe County Planning Department

in the number of permanent residents will continue to outpace the growth rate in the potential peak number of seasonal residents and visitors on any given evening.

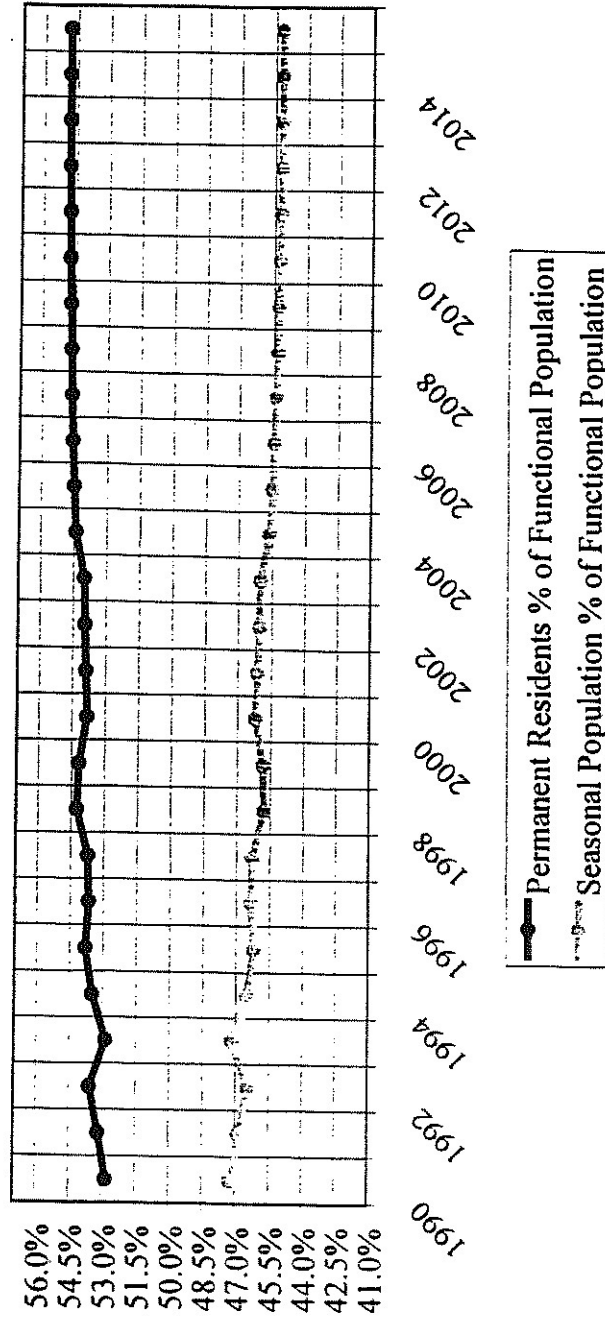
It is important to remember that the permanent resident figures are *annual* data, while the peak seasonal population data is based on the potential number of people on any given *evening*. The total number of seasonal residents and visitors who spent the night in the Keys over an entire year is not available based upon this data. However, it is a safe assumption that over the course of a year, there are many more seasonal residents and overnight visitors in Monroe County than permanent residents.

The trends in the distribution of peak seasonal population to the permanent population as a percentage of the total functional population are shown in the graph on the next page.

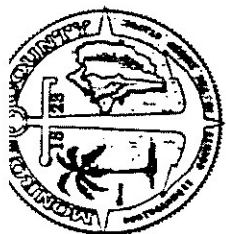


Monroe County Planning Department

Change in the Population Composition of Monroe County 1990-2015



This graph shows that the nightly peak seasonal population is expected to decline as a percentage of the total functional population relative to the permanent resident population over the period from 1990 to 2015. In other words, seasonal residents and visitors will occupy less of the total functional population over the next fifteen years as compared to permanent residents. It is interesting to note that the permanent resident population consistently occupies a higher proportion of the county-wide functional population.



Monroe County Planning Department

The table below shows the distribution of permanent residents to the peak seasonal population in the incorporated and unincorporated portions of Monroe County from 1990 to 2015.

Population Comparison Between Incorporated and Unincorporated Areas of Monroe County 1990-2015

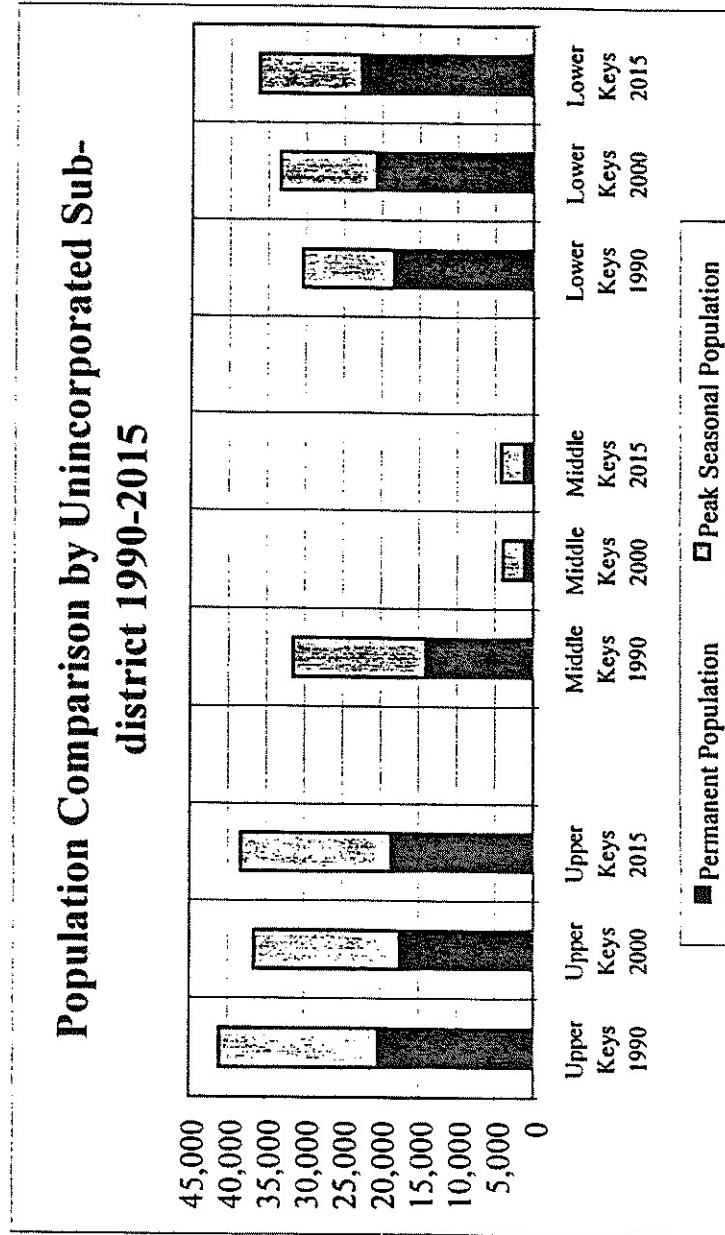
	1990			2000			2015		
	Functional Population	Percent Permanent	Percent Seasonal	Functional Population	Percent Permanent	Percent Seasonal	Functional Population	Percent Permanent	Percent Seasonal
Incorporated Areas	46,348	56.3%	43.7%	85,144	54.4%	45.6%	86,535	55.7%	44.3%
Unincorporated Areas	103,000	51.2%	48.8%	73,969	53.1%	46.9%	78,831	53.9%	46.1%
Monroe County Total	149,348	52.8%	47.2%	159,113	53.8%	46.2%	165,366	54.8%	45.2%

As the table indicates, a higher percentage of the functional population of Monroe County as a whole is composed of permanent residents, and this trend is expected to continue and grow more visible from 2000 to 2015. A similar trend can be expected in the unincorporated portions of the County. The incorporated areas are also dominated by the permanent population as a percentage of the functional population. The percentage of the functional population occupied by the seasonal population is expected to be higher in 2000 and 2015, but is expected to peak by 2002. It is important to remember that the permanent figures are annual figures, while the seasonal figures represent the peak potential population on any given evening. The seasonal population figures are not annual figures. If the nightly seasonal population amounts were summed, the total would far exceed the permanent population.



Monroe County Planning Department

The chart below compares the permanent and seasonal populations in the unincorporated portion of Monroe county by sub-district.



From 1990 to 2000, the Upper Keys declined by 2,770 permanent residents and 1,696 seasonal residents and visitors, due to the incorporation of Islamorada. The Middle Keys lost 12,994 permanent residents and 14,595 seasonal residents and visitors due to the incorporations of Islamorada and Marathon. The Lower Keys added 2,295 permanent residents and 729 additional seasonal residents and visitors.



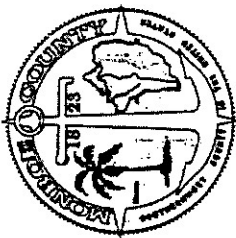
Monroe County Planning Department

From 2000 to 2015, the Upper Keys are expected to add 1,134 permanent residents for a permanent resident population of 18,569 people. The Middle Keys are expected to add only 74 permanent residents for an ultimate permanent resident population of 1,172 people by 2015. The Lower Keys are expected to add 1,992 permanent residents from 2000 to 2015, for a permanent resident population of 22,733 people.

In terms of the peak seasonal population from 2000 to 2015, the Upper Keys are expected to add an additional 613 seasonal residents and visitors, bringing its peak seasonal population to 19,793 people. The Middle Keys are expected to add 188 additional seasonal residents and/or visitors for an ultimate peak seasonal population of 3,034 people. The Lower Keys are expected to add an additional 861 seasonal residents and visitors for a seasonal population of 13,530 people by 2015. It is interesting to note that by 2015, the Lower Keys are expected to have the most permanent residents of all three sub-districts, while the Upper Keys are expected to retain the highest peak seasonal population.

Fastest and Slowest PAED Population Growth

The chart on the next page shows the projected changes in permanent resident, seasonal, and functional populations in each PAED in unincorporated Monroe County from 2000 to 2015. It also indicates the numerical and percent changes in the population figures over the fifteen years.



Monroe County Planning Department

PAED Population from 2000 to 2015 Ranked by Change in Functional Population

PAED	Permanent Population Numerical Increase 2000	Permanent Population Percent Increase 2000	Seasonal Population Numerical Increase 2000	Seasonal Population Percent Increase 2000	Functional Population Numerical Increase 2000	Functional Population Percent Increase 2000
4a	1,028	20.7%	530	16.7%	1,558	19.1%
5	646	12.9%	208	6.3%	854	10.3%
17	557	18.0%	236	8.8%	793	13.7%
15	328	11.0%	162	9.2%	490	10.3%
3	357	16.3%	66	3.8%	422	10.8%
19-20	157	5.7%	83	3.5%	240	4.7%
10	62	8.7%	157	18.8%	219	14.1%
18	136	3.0%	76	1.7%	213	2.3%
21	38	2.3%	63	2.0%	101	2.1%
4b	39	66.8%	15	66.8%	54	66.8%
2	39	1.2%	14	1.1%	53	1.1%
11	12	3.1%	31	1.5%	42	1.8%
22	0	-0.1%	2	1.5%	2	0.9%
6	-28	-6.4%	17	0.9%	-11	-0.5%
1	-88	-1.9%	11	0.8%	-77	-1.3%
16	-82	-3.5%	-9	-0.2%	-90	-1.3%
UNINC. TOTAL	3,200	8.1%	1,662	4.8%	4,862	6.6%

As indicated in the table, PAED 4a (Cudjoe, Summerland, Ramrod, and the "Torch" Keys) is expected to experience the largest increases in permanent and seasonal population from 2000 to 2015. In addition to experiencing the largest absolute numerical

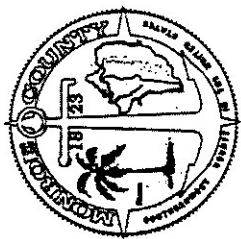


Monroe County Planning Department

increases, this PAED is also expected to experience some of the highest growth rates in the unincorporated portions of Monroe County. The percent increase figures shown for PAED 4b (No Name Key) are misleading since the Key has only forty-four homes, most of which were built over the 1990's. Given the Rate of Growth guidelines, it is not likely that there will be any additional homes on No Name Key, but the population model is based upon past trends in certificate of occupancy issuance, not future permitting probabilities.

According to the table, PAED 5 (Big Pine Key) can also expect a large increase in the permanent resident population. However, it is not likely for this growth to be realized due to current building limitations on Big Pine Key. This phenomenon is similar to the No Name Key scenario, where the population model predicts growth based upon historical trends in certificate of occupancy issuance. Building permits have been limited in PAED 5 since 1994, and therefore, historical rate of certificate of occupancy issuance can not be sustained as we move into the twenty-first century. The model incorrectly predicts Big Pine Key growth rates based upon historical trends not future probabilities. Despite these problems, it is a logical assumption that PAEDs 17 (Rock Harbor), 15 (Tavernier), and 3 (Sugarloaf Key) will likely experience increases in permanent resident and seasonal populations.

PAED 22 (Cross Key, or the 18-Mile-Stretch) will likely experience the slowest growth rate in Monroe County from 2000 to 2015, as no new permanent or transient housing is expected for this area. Three PAEDs are expected to experience declines in permanent resident population from 2000 to 2015: PAED 1 (Stock Island), PAED 6 (MM 35 to 47), and PAED 16 (MM 94 to 98). In addition to a decline in permanent residents, the model forecasts that PAED 16 will experience a slight decline in the seasonal population over the period as well. The reason for these declines can be attributed to the "drag" factor applied to the



Monroe County Planning Department

percent increase calculations of population after 2003. As the drag factor is applied consistently from 2004 to 2015, the net result is a slight decrease in population from 2000 to 2015. Regardless of whether or not these three PAEDs experience a loss in population, it is likely that they will be among the slowest growing areas of the unincorporated County.

Summary

This section presents a general analysis of the population data gathered for this report on Monroe County population estimates and forecasts for the years 1990 to 2015. The data and analysis indicates that the functional population is expected to grow by more than 16,000 people from 1990 to 2015, an increase of almost eleven percent (11%) over the twenty-five year period.

In 1999, over sixty percent (60%) of the functional population is located within unincorporated portions of Monroe County, but by 2000, the incorporated portions of the county will contain fifty-three percent (53%) of total functional population.

Throughout the years under study, the Upper Keys sub-district will have the largest portion of the functional population in unincorporated Monroe County, however, the Lower Keys is expected to have the highest growth rates over the twenty-five year period.

In terms of the composition of the functional population, there are more permanent residents than the peak seasonal population on any given evening. However, permanent resident figures are annual while peak seasonal population figures are for any given evening. If seasonal population figures were annual, they would far exceed permanent resident population figures. The growth



Monroe County Planning Department

rates for permanent residents are expected to out pace the growth rates in the peak seasonal population as a percentage of the functional population.

PAED 4a is expected to have the largest numerical increases in population as well as the highest rates of population increase for permanent residents. PAED 22 is expected to have the slowest growth rates.

The drag factors applied to the permanent and seasonal resident data indicate that these population's growth rates will begin to level-off and decline after the year 2014 if current trends continue.

METHODOLOGY

This section will discuss the methodology used to determine the functional population of Monroe County. The functional population is a measurement which considers both the number of people who live in an area throughout the year (permanent residents), and those persons who visit an area (seasonal population) on any particular evening or evenings. As has been stated previously, the seasonal population is not a measurement of all the people who stayed in an area throughout the year, it is a measurement of the number of people who are visiting an area on any given evening. Additionally, the seasonal population is considered to be a peak figure, or a figure which represents the maximum number of people who could reasonably be accommodated in existing transient or guest facilities in the Keys on any given evening. Therefore, the seasonal population figures presented in this report can be considered as the peak number of people who could be accommodated on any given evening given the capacity of existing facilities devoted to the temporary housing of guests and/or visitors.



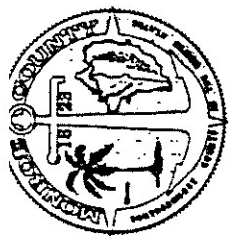
Monroe County Planning Department

The functional population is the sum of the permanent population and the peak seasonal population, and is used by the government in determining the potential impacts, expected usage amounts, and required capacity for a wide variety of public services and expenditures. The process for determining the functional population used in this report is explained below, beginning with the methodology for determining the permanent resident population.

Permanent Resident Population

The methodology discussed here relates to the table titled Summary Table of Permanent Resident Population 1990-2015 (Appendix 4). The population estimates and the forecasts up to the year 2004 are based upon changes in the number of housing units available. The population forecasts after 2003 rely on historical trends in the percent increase in the number of permanent residents. All estimates and forecasts are based on a calendar year, and indicate the population as of December 31st of any particular year.

The first step in determining the number of permanent residents was to compare the boundaries between the 1990 census tracts and block groups with the Monroe County Planning Area Enumeration Districts (PAEDs). A map of the PAEDs can be found in Appendix 2 of this report. In most cases, the boundaries between census tracts and PAEDs were coterminous. In some situations, the PAED boundary didn't match with the census tract. In these cases, block group boundaries were used. However, in some cases, even the block group boundaries didn't match up with the PAED boundaries. Footnotes A-H in Appendix 11 discuss how data was separated or agglomerated to account for any boundary discrepancies. The ultimate goal of this step was to determine

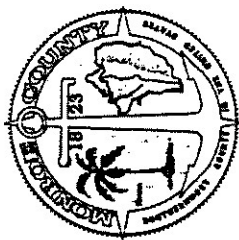


Monroe County Planning Department

how Census data would be broken down from census tracts or block groups into PAEDs. This information is summarized in Columns 1, 2, and 3 of the Summary Table of Permanent Resident Population 1990-2015 found in Appendix 4.

The next step was to use the 1990 Census of Population and Housing Summary Tape File 1A to obtain seven critical pieces of information by PAED: the total population in a PAED as of April 1, 1990, the total number of housing units in a PAED as of April 1, 1990, the total number of households (occupied housing units) in a PAED as of April 1, 1990, the total number of owner-occupied housing units in a PAED as of April 1, 1990, the total number of renter-occupied housing units in a PAED as of April 1, 1990, the number of vacant housing units in a PAED as of April 1, 1990, and finally, the number of housing units held for occasional or seasonal use. Again, all of this data was broken down from census tracts or block groups and agglomerated into PAEDs based upon the actions explained in Footnotes A-H. This information is found in Columns 4-11 of the Permanent Resident Table in Appendix 4.

The next step was to determine the number of persons per housing unit by PAED. This was accomplished by dividing the total population by the total number of housing units. The number yielded by this operation is not the number of persons per household, it is the number of persons per housing unit. The typical persons per household measurement equals the total population divided by the number of *occupied* housing units. The Monroe County model relies on a more generic persons per housing unit figure instead of a persons per household figure since vacancy rate information is required to determine occupancy status. Since information on intra-county vacancy rates over time is not generally available, the total persons per housing unit figure was used so as to limit the number of assumptions needed to forecast population. This information is found in Column 13 of the Permanent Resident Table.



Monroe County Planning Department

At this point, the baseline population data for 1990 had been obtained from the Census, and re-aggregated into Monroe County PAEDs. However, this baseline data is as of April 1, 1990, but the Monroe County model is based upon a calendar year. In order to develop a population estimate for December 31, 1990, nine additional months of housing data had to be added to the baseline census information on the total number of housing units. The Building Departments of Monroe County and the other municipalities were used as a source for certificate of occupancy data. Certificates of occupancy (as opposed to building permits) were used as a surrogate for the number of housing units brought on-line during a year since a housing unit is more likely to be occupied shortly after a certificate of occupancy is issued.

Once the number of dwelling units which were completed from April 2, 1990 to December 31, 1990 were compiled and aggregated by PAED (based upon the number of certificates of occupancy issued), these numbers could then be added to the total number of dwelling units as of April 1, 1990 listed by the Census. This operation yielded the total number of dwelling units in existence on December 31, 1990 as shown in Column 15 of the Permanent Resident Table in Appendix 4.

Once the total number of housing units in existence on December 31, 1990 was known, the number of permanent residents living in those units could be derived by applying the number of persons per housing unit figure found in Column 13. This operation yields the total number of permanent residents by PAED as of December 31, 1990, as shown in Column 17 of the table in Appendix 4.

The next step is to determine the number of permanent residents by PAED in 1991. To accomplish this, the number of certificates of occupancy issued from 1/1/91 to 12/31/91 was obtained from the various Building Departments and divided up



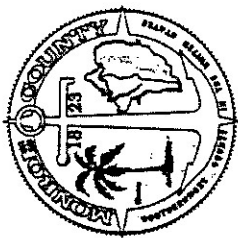
Monroe County Planning Department

into the appropriate PAEDs. The number of units built during 1991 was then added to the total number of dwelling units as of December 31, 1990. Once again, the resident population was derived by applying the persons per permanent resident dwelling unit found in Column 13.

This process was repeated to yield the permanent resident population estimates for 1992 through 1999. A slightly different process was used for making the population forecasts for 2000 and beyond.

The forecasts for the years 2000-2003 are based upon the potential number of building permits available, and historical trends in the number of permits issued. The majority of unincorporated Monroe County and the municipalities of Islamorada, Marathon, and Key West are all bound by the Rate of Growth Ordinance, which limits the number of building permits available over any given year. Layton, Key Colony Beach and the northernmost portion of Monroe County are not subject to the Rate of Growth Ordinance provisions, and as such, their population forecasts have been based upon historical trends in housing unit permitting.

The Rate of Growth guidelines found within the "Five Year Work Program" of the Monroe County Year 2010 Comprehensive Plan limits the number of building permits available to portions of Unincorporated Monroe County, Islamorada, and Marathon to a maximum of 204 per year until July of 2003. The City of Key West is limited to a maximum of 33 building permits per year based upon the Rate of Growth Guidelines, but a different allocation formula used by Key West makes it more problematic to apply this methodology to their expected population growth. As a result, population forecasts provided by Key West were used in this model. The northern portion of Unincorporated Monroe County, Key Colony Beach, and Layton are not subject to the rate of Growth guidelines, so historical trends in building permit issuance were used to calculate population forecasts for these areas.



Monroe County Planning Department

The potential number of building permits available to portions of the County, Islamorada, and Marathon were used as the basis for predicting how many new housing units would come on-line each year from 2000 to 2003 in these areas. The potential 204 new dwellings available each year from 2000 to 2003 were aggregated by PAED based upon that PAED's percentage of the total number of dwelling units built from 1990 to 1999. The total number of units constructed in each PAED from 1990 to 1999 is shown in Column 54 of the Permanent Resident Table. Each PAED's total number of units constructed was divided by the sub-district total for the same period. This operation yields each PAED's share of the number of units constructed in a sub-district from 1990-1999 as shown in Column 55. This percentage was applied to the total number of building permits available to a sub-district each year from 2000 to 2003, and yields the forecasted number of dwelling units which will be built in a particular PAED during a particular year. Once the potential number of dwelling units constructed in a PAED was determined, the normal model process described in the paragraphs above was employed to determine the annual population by PAED for 2000 to 2003.

The Rate of Growth Ordinance is set to expire in 2003, and as such, there is little guidance as to how permits will be issued in Monroe County after the year 2003. As a result, the basis of the modeling process changes after 2003 from the number of housing units constructed to the historical percent change total permanent resident population.

The forecasting process begins with determining the average percent increase in total permanent resident population over the period from 1990 to 2003 by PAED as shown in Column 85 of the Permanent Resident Population Table in Appendix 4. This percentage is derived from obtaining the percent increase in resident population by PAED for each year, and then taking the average of these percent increase figures over the thirteen year period. This average percent increase figure is then applied to the



Monroe County Planning Department

total permanent resident population in 2003. The product of this equation was then added to the 2003 total population to yield the estimated total permanent resident population in 2004 by PAED.

A similar methodology was employed to determine the permanent resident population by PAED from 2005 to 2015. Essentially, the average percent increase figure was applied to the previous year's permanent resident population figures. The product of this equation was then added to the previous year's population to estimate the following year's total permanent resident population. A "drag" factor was applied to each year's percent increase figures by PAED. This drag factor increases by .1% each year over the ten year period, so that by 2015, the rate of increase in permanent resident population by PAED will have declined by 1.1%. This drag factor was employed as an assumption that the availability of building permits will decline as the carrying capacity of the Keys is reached. It is also likely that the availability of building sites will also decline in the early years of the twenty-first century. Analysis has shown that a 1.1% decline in mean percentage increases in population over a ten year period would not significantly affect the validity of the population forecasts. It is important to note this methodology reveals the beginnings of a decline in the total number of permanent residents in unincorporated Monroe County by 2014.

The methodology described above is not representative of the process used to develop the City of Key West figures. Key West developed population forecasts as a part of their Evaluation and Appraisal Report on their Comprehensive Plan. The methodology used by Key West differs from that used by the County. In the interest of being inclusive of the County-wide population, this report adopted the Key West figures, and manipulated them slightly so as to provide yearly data similar to that provided for the other areas of the County.



Monroe County Planning Department

Peak Seasonal Resident and Visitor Population

The methodology discussed here relates to the table titled Summary Table of Peak Number Seasonal Residents and Visitors by PAED 1990-2015 (Appendix 5). As mentioned earlier, the peak seasonal population figures are not the total number of seasonal residents and visitors who come to the Keys over the year, but only those who could be accommodated (based upon available facilities) on any given evening. The information contained in seasonal population summary table stems from five sub-models, which relate to: the number of seasonal residences, the number of hotel and motel rooms, the number of recreational vehicle and campsites, the number of people staying with friends and relatives, and the number of people staying on live aboard vessels. The methodology used in each of the five sub-models is discussed below.

I. Seasonal Residents and Vacation Rental Visitors

The first step is to obtain the number of dwelling units used for seasonal purposes from the permanent resident population table found in Appendix 4. The preliminary number of seasonal housing units comes from the 1990 Census of Population and Housing (Column 11 of the Summary Table of Permanent Resident Population found in Appendix 4). The number of seasonal housing units completed between April 1, 1990 and December 31, 1990 is derived by applying the percentage of seasonal housing units to the total number of housing units as of December 31, 1990 (Column 15 of the Permanent Resident Table found in Appendix 4). The addition of these two figures yields the total number of seasonal units by PAED as of December 31, 1990.

The next step is to determine the number of persons per group who stay in seasonal residences and/or vacation rentals. This figure was taken from a study prepared by the Tourism Development Council. This report is titled *Visitor Profiles: Florida*

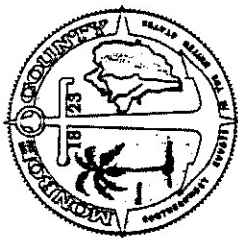


Monroe County Planning Department

Keys/Key West. This report was prepared by Vernon Leeworthy for the Nature Conservancy and NOAA in 1996. This report indicates that the largest group sizes occur in the winter season, and amount to 2.67 people per group on average. This figure was applied to the total number of seasonal residences (which includes vacation rentals) to determine the potential peak number of seasonal residents or visitors staying in vacation rentals by PAED. This methodology was used to determine the peak number of seasonal residents and visitors in vacation rentals by PAED for the years 1990 through 2003.

Because the peak seasonal resident sub-model also rests on the number of dwelling units (similar to the permanent resident population model), it is subject to the problem which occurs after 2003, when we are no longer sure how new dwelling units will be permitted. As a result, this model also makes the shift from a dwelling-unit based foundation to a population-based foundation after 2003 (just as the permanent resident population model does). The percentage increases in the number of seasonal residents and visitors in vacation rentals by year by PAED are determined in Columns 34 through 46 of the Peak Population in Seasonal Residences Table in Appendix 6.

Then, the average percent increase in the seasonal resident and vacation rental visitor population over the period from 1990 to 2003 by PAED was determined as shown in Column 47. This average percent increase figure was then applied to the seasonal resident and vacation rental visitor population in 2003. The product of this equation was then added to the 2003 peak number of persons staying in seasonal dwelling units to yield the estimated peak seasonal resident and vacation rental visitor population in 2004 by PAED.



Monroe County Planning Department

A similar methodology was employed to determine the seasonal resident and vacation rental visitor population by PAED from 2005 to 2015. Essentially, the average percent increase figure was applied to the previous year's population figures. The product of this equation was then added to the previous year's population to estimate the following year's total seasonal resident and vacation rental visitor population. A "drag" factor was applied to each year's percent increase figures by PAED (similar to the one applied to the permanent resident population figures). This drag factor increases by .1% each year over the ten year period, so that by 2015, the percent increase in seasonal resident and vacation rental visitor population by PAED will have declined by 1.1%. It is important to note this methodology reveals the beginnings of a decline in the total number of seasonal residents and visitors in vacation rentals in unincorporated Monroe County by 2013, one year prior to similar declines expected for the permanent resident population forecasts.

2. Peak Number of People in Hotels and Motels

This is the second of the sub-models used to determine the peak seasonal population, and is titled Table of Peak Population in Hotels and Motels, and is found in Appendix 7 of this report.

The first step in the preparation of this model is to determine the number of hotel and motel rooms by PAED in 1990. The State of Florida's Department of Business and Professional Regulation Division of Hotels and Restaurants Master Listing of Accounts was used for this purpose. Information on the location and number of rooms of hotels, motels, resorts, and transient apartments was collected from the Master Listing and grouped according to PAED.



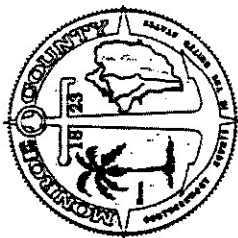
Monroe County Planning Department

The next step was to determine the peak number of persons per room on average for all of these accommodations. This figure was taken from a study prepared by the Tourism Development Council. This report is titled *Visitor Profiles: Florida Keys/Key West*. This report indicates that the peak number of persons per room on average is 2.73 persons. This figure was used as the peak number of persons per room on average for the period from 1990 to 2015.

The next step was to determine the peak occupancy rate for transient accommodations. The occupancy rates were obtained through the TDC from the Smith Travel Research *Trend Report*. The *Trend Report* gives the occupancy rate figures by month from 1990 to 1999 for Key West and Monroe County. The peak monthly occupancy figure by year was extracted and used by this model.

With the information on the number of hotel and motel rooms collected and sorted by PAED, the information on the peak group size determined, and the yearly peak occupancy rates obtained, the peak population staying in hotels and motels by year by PAED was determined. For each year, the peak number of persons per room was applied to the number of hotel and motel rooms available. The peak occupancy figure was then applied to this figure to yield the peak number of people staying in hotel and motel rooms by year by PAED. This methodology was used to determine the peak number of visitors in hotels and motels from 1990 to 1999.

After 1999, the occupancy rate for hotels and motels in Monroe County are not known. To estimate the future occupancy rate, the average occupancy rate was determined for the years from 1990 to 1999 (as shown in Column 35 of the Peak Population in Hotels and Motels table in Appendix 7), and applied to the yearly number of hotel and motel rooms by PAED after 1999. Once



Monroe County Planning Department

the projected occupancy rate was determined, the methodology described in the previous paragraph was used to determine the peak population staying in hotels and motels until 2006.

The number of hotel and motel rooms in Monroe County has remained relatively constant since 1996 when the Year 2010 Comprehensive Plan was adopted. The Comprehensive Plan prohibits the construction of new transient accommodations until 2006. As a result, there has been very little new hotel/motel room construction, but the model does include those hotel and motel rooms which have become vested from the Comprehensive Plan policy prohibiting new transient units.

It is expected that the prohibition in the Comprehensive Plan on new hotel and motel rooms will be lifted by 2007. As a result, the model was adapted to include a cumulative .1% increase in the number of visitors staying in hotels and motels per year from 2007 to 2015 based upon the increased prevalence of hotel and motel rooms.

3. Peak Number of People in Campsites and Recreational Vehicles

This is the third of the sub-models used to determine the peak seasonal population, and is found in Appendix 8 of this report. The first step in the preparation of this model was to determine the number of campsites and recreational vehicle spaces by PAED in 1990. These figures were derived from the Florida Department of Environmental Protection (DEP) records related to on-site sewage capacity for these types of land uses. The DEP figures showed how many campsites and/or recreational vehicle spaces were present (or permitted) in a particular establishment. The establishments were located and agglomerated by PAED.



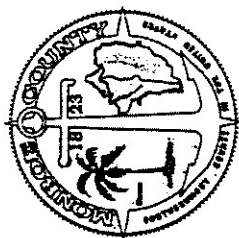
Monroe County Planning Department

The next step was to determine the peak number of persons per campsite and/or vehicle on average for all of these establishments. This figure was taken from a study prepared by the Tourism Development Council. This report is titled *Visitor Profiles: Florida Keys/Key West*. This report indicates that the peak number of persons per campsite and/or vehicle on average is 2.93 persons. This figure was used as the peak number of persons per campsite and/or vehicle on average for the period from 1990 to 2015.

The next step was to determine the occupancy rate for these transient land uses. The occupancy rate figure was also obtained from the *Visitor Profiles: Florida Keys/Key West* report. The report shows the peak occupancy rate to be 94.31% in the peak months of the year for campsites and recreational vehicle parks. This figure was used as the occupancy rate per campsite and/or vehicle on average for the period from 1990 to 2015.

The peak population staying in campsites and recreational vehicles was determined by applying the peak number of persons per campsite or vehicle to the number of sites available. This number was then multiplied by the occupancy rate to determine the peak number of persons staying in campsites and recreational vehicle sites by year by PAED.

The total number of campsites and recreational vehicle spaces were held constant over the period from 1990 to 2006, based on the moratorium on transient housing uses stemming from the Year 2010 Comprehensive Plan. After 2006, the prohibition on these types of uses is expected to be lifted. As a result, the model was adapted to include a cumulative .1% increase in the number of visitors staying in campsites and recreational vehicles per year from 2007 to 2015 based upon the expected increase of these transient uses.



Monroe County Planning Department

4. Peak Population Staying with Friends and Relatives

This is the fourth of the sub-models used to determine the peak seasonal resident and visitor population, and is found in Appendix 9 of this report. This is one of the most difficult numbers to predict since the number of people who visit an area, but who do not stay in transient accommodations, is very difficult to track.

The basic methodology used was to determine the percentage of total visitors who stay with friends and relatives, then apply this percentage figure to the total seasonal population by PAED in a particular year. The product was the number of people who stayed with friends and relatives.

The first step in the preparation of this sub-model is to determine the appropriate percentage of people who stay with friends and/or relatives when visiting Monroe County. This number was derived from the study prepared for the Tourism Development Council entitled *Visitor Profiles: Florida Keys/Key West*. This report indicates that 15.5% of all visitors to the Keys stay with friends and/or relatives. For ease in calculation, this percentage figure was used across all PAEDs for each of the years in the forecast.

The peak number of people staying with friends and relatives by PAED by year was derived by summing the total population staying in seasonal residences and vacation homes, the peak population staying hotel and motel rooms, and the peak population staying in campsites or recreational vehicle spaces, and then applying 15.5% to this sum. The product of this operation is the



Monroe County Planning Department

peak number of people staying with friends and relatives. This methodology was used by PAED and by year for all years in the model.

5. Peak Population on Live Aboard Vessels

This is the fifth and final sub-model used to determine the total peak seasonal population by PAED. Two separate sources were used to determine these figures. The first source of information was a study published in 1990 by Gus Antonini et. al. called *Boat Live-Aboards in the Florida Keys: A New Factor in Waterfront Development*. This study determined that over the year from 1988 to 1989, there were 1,082 live-aboard vessels present in the Keys. It is unclear if this figure is the total for the year or the peak number of vessels at any given time. This report uses the figure as a peak number instead of a total for the year.

The next step in the modeling process was to dis-aggregate the peak number of vessels by PAED. This was accomplished by using the data on the number of live aboard vessels collected during the 1993 Marina Facilities Survey conducted by the Monroe County Marine Resources Department. This survey collected information on the number of live aboards found in waters around the Keys. Mile markers were used in the survey to describe areas where live aboard vessels were encountered. The vessel counts found in the survey were then agglomerated by PAED based upon the mile marker figures in the survey. The total number of live aboards found in a particular PAED was then divided by the total number of live aboard vessels found across Monroe County. This yielded a particular PAED's percentage of the number of live aboards in the county. It is interesting to note that 22% of the live aboards were located in incorporated areas in 1993.



Monroe County Planning Department

Once percentage figures on the number of live aboards by PAED were determined, these percentage figures were applied to the peak number of vessels determined by the Antonini study. This exercise allowed the Antonini figures to be broken down by PAED.

The next step was to determine occupancy rates on live aboard vessels. The Antonini research indicated that there was an average of 1.8 persons per vessel in 1988-89. This figure was used in this model, and applied over the entire period.

With the number of vessels by PAED in 1990 determined, and the number of persons per vessel determined, the two could be multiplied, yielding the peak population of people staying on live aboards by PAED in 1990.

To obtain this peak population on live aboard vessels figure by year over the period from 1990 to 2015, the peak number of vessels by PAED was increased by .1% per year over the period. This percentage increase was selected based on a lack of rigorous data on the peak number of vessels present. There is anecdotal evidence that the peak number of live aboard vessels is increasing over time, but no concrete evidence of this increase. Due to the data limitations, a percentage increase of .1% per year was applied.

In conclusion, the data from all five sub-models mentioned above was agglomerated to yield the total peak seasonal population as reflected in the Summary Table of Peak Number of Seasonal residents and Visitors by PAED 1990-2015 (Appendix 5).

As in the case of the permanent resident population model, the methodology described above is not representative of the process used to develop the City of Key West figures. Key West developed population forecasts as a part of their Evaluation and



Monroe County Planning Department

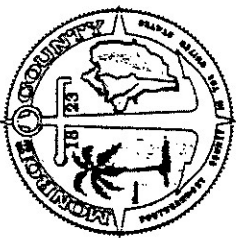
Appraisal Report on their Comprehensive Plan. The methodology used by Key West differs from that used by the County. In the interest of being inclusive of the County-wide population, this report adopted the Key West figures, and manipulated them slightly so as to provide yearly data similar to that provided for the other areas of the County. The Key West figures included the number of day visitors to Key West within their seasonal population. These day visitors have been subtracted from the Key West figures included within this report so as to be consistent with the data presented for the County and other incorporated areas.

ASSUMPTIONS

The final section of this report discusses the various assumptions that were made in order to produce the population estimates and forecasts.

The first assumption is that the population estimates and forecasts contained in this report only consider legally established dwellings or transient units. It is undeniable that there are more units in existence than those which were legally established. However, the exact number of these units is very difficult to determine or estimate. As a result, the potential number of unlawfully established units is not included within these models.

The second assumption is that current trends and conditions will continue into the future. Any number of events like major hurricanes or other natural disasters will undoubtedly affect the population of Monroe County. However, these events can not be predicted far in advance, and therefore, the models do not contemplate them. In addition to natural events, other factors like



Monroe County Planning Department

governmental policy will also affect the ultimate population. People's values and desires also exert impacts, but it is simply too difficult to model these effects. As a result, these models assume that current trends and conditions will continue.

The third assumption is that the 1990 baseline data on population is true and correct. This data comes from the Bureau of the Census, and may or may not be accurate. However, it is the only source available which has been accepted by the state and federal governments. There is the strong possibility that the population of Monroe County was undercounted during the 1990 Census. Hopefully, the 2000 Census will address this problem. Once the information from the 2000 Census becomes available, it will be incorporated into this model in an attempt to make these figures even more accurate.

The fourth assumption is that the persons per housing unit figure is a more appropriate figure than persons per household when estimating the permanent resident population. Persons per household figures require data on occupied units, which requires information on vacancy rates. Since this information is not generally available in the Keys (and may not be relevant given the highly transitory nature of Keys residents) the use of a persons per total housing unit figure may be more appropriate since it eliminates the need for assumptions on vacancy rates.

The fifth assumption is the possibility that the total persons per housing unit figure in a PAED will remain constant from 1990 to 2015. The likelihood of this being the case is rather slim, however, the exact direction and magnitude of any changes is unknown. To keep the model simple, persons per housing unit was kept constant. These population estimates and forecasts may be modified after the results of the 2000 Census of Population are released, but this will not occur until 2002 at the earliest.



Monroe County Planning Department

The sixth assumption is that certificates of occupancy are a better predictor of changes in permanent resident population as opposed to building permit figures. Historically, it takes anywhere from two to seven years for an average home to be completed in the Keys. It is more likely that a home will be occupied shortly after a certificate of occupancy is issued as compared to a building permit. For this reason, certificates of occupancy were used in this model.

The seventh assumption is that the number of dwelling units issued certificates of occupancy from 4/2/90 to 12/31/90 does not double-count housing units in existence as of April 1, 1990. As mentioned in the methodology section, the permanent resident population model uses the 1990 Census data as a starting point, but this Census data only applies to the number of dwelling units present on April 1, 1990. For greater accuracy, this population model considered all the housing units available over the course of the year. The possibility exists that a new dwelling unit was issued a certificate of occupancy after April 1, 1990, but people who were living in the dwelling obtained a census form, and returned it prior to April 1, 1990. In these situations, it is possible for this model to double-count those units. However, this number is expected to be insignificant when considering the population over a twenty-five year span.

The eighth assumption is that the information from the Bureau of the Census on the number of housing units held for occasional or seasonal use is appropriate. This figure was used in the model to determine the number of seasonal homes in the County from 1990 to 2015. While there is much debate about the number of transient rentals in the Keys, there is no definitive source on the number of homes being used for this purpose. The number of homestead exemptions was explored as a possible source, however, this data is not maintained in a way which can be applied over time. As a result of the existing data limitations, the Census Bureau information was used. It may be possible that the number of seasonal homes is undercounted by this model, but



Monroe County Planning Department

until there is a mechanism for jurisdictions to track which homes are held for seasonal or transient purposes, and which ones are for permanent residents, we may never know the magnitude of seasonal and/or transient housing units.

The ninth assumption relates to governmental policy. The Five Year Work Program indicates that 204 building permits will be issued each year during 2000, 2001, 2002, and 2003 for portions of unincorporated Monroe County, Islamorada, and Marathon. For the sake of simplicity, this model assumes that 204 dwelling units will be completed and issued a certificate of occupancy each year for the same period. However, even if this assumption is incorrect, it should not affect the total number of dwelling units constructed.

The tenth assumption is that historical trends in the number of housing units constructed in northern Monroe County, Layton, and Key Colony Beach is a good predictor of the timing of additional housing unit development in the future. The growth in permanent resident housing units from 2000 to 2004 is based upon the Rate of Growth permit allocations, but these areas are not subject to the Rate of Growth provisions, as such, their historical trends are projected into the future. While this may not be the best approach, it is the only one available, and therefore has been used by this model.

The eleventh assumption relates to maximum party size of seasonal residents and visitors in a particular dwelling or transient unit. These party sizes are shown to remain constant in several of the models. There are yearly variations in party size, but research has shown that over time, party size does remain fairly constant. It is important to remember that seasonal population estimates and forecasts seek to show the potential peak population on any given night, so even if party sizes do shrink or expand on a monthly or yearly basis, the accuracy of seasonal population projections should not be greatly affected.



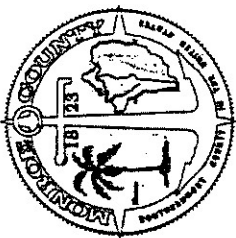
Monroe County Planning Department

The twelfth assumption is that the moratorium on new transient units (hotel & motel rooms, campsites, etc.) will be lifted in 2006. This policy decision is as yet unknown. The Comprehensive Plan dictates that some allowances for these uses should be made by 2007, so the models contained within this report reflect that policy direction. There is always the possibility that the policy will change, and if so, the population figures will also change. This model will be revisited upon significant policy changes.

The final assumption, and perhaps the largest, relates to the "drag" factors applied to the permanent and seasonal resident populations. The models used in this report apply a .1% decrease to the growth rates for these two populations from 2004 to 2015. This assumption is based on the possibility that by 2004, there will be fewer building sites available, that there will continue to be a decline in the total number of people per housing unit, that the carrying capacity of the Keys will begin to be exceeded, and that as these things begin to take place, the attractiveness of the Keys to new residents will begin to decline.

Despite the fact that there are many assumptions contained within the models of population within this report, the possibility to alter and modify the models always exists. Should conditions change in a substantive way, the population estimates and forecasts will no doubt be reconsidered.

This concludes this report on the Monroe County population estimates and forecasts. The appendices on the following pages will show the various tables and footnotes used to determine the functional population of Monroe County. Questions about this report, the models, or the population estimates or forecasts should be directed to the Planning Department, which can be reached at the address shown on the inside cover of this report.



Monroe County Planning Department

The following pages contain the appendices mentioned in previous sections of the report.



Monroe County Planning Department

Appendix 1

Tables 2.28, 2.29, & 2.30 from the Year 2010 Comprehensive Plan Technical Document

Table 2.29
Seasonal Population Projections
Unincorporated Monroe County 1990-2010
By Planning Area/Enumeration (PAED) Districts

PAED	1990	1995	2000	2005	2010
LOWER KEYS					
1	1,734	1,903	2,072	2,257	2,454
2	717	787	856	933	1,014
3	944	1,035	1,127	1,228	1,335
4	2,117	2,323	2,529	2,755	2,996
5	2,154	2,364	2,573	2,803	3,048
6	981	1,076	1,172	1,277	1,388
Sub-Total	8,647	9,488	10,329	11,253	12,235
MIDDLE KEYS					
7	5,099	5,593	6,092	6,633	7,215
8	371	407	443	482	524
9	455	500	544	593	644
10	1,917	2,104	2,291	2,495	2,713
11	1,401	1,537	1,673	1,823	1,982
12	1,650	1,811	1,971	2,148	2,335
13	2,049	2,249	2,448	2,667	2,900
Sub-Total	12,942	14,201	15,462	16,841	18,313
UPPER KEYS					
14	4,745	5,204	5,669	6,173	6,714
15	1,500	1,646	1,792	1,953	2,123
16	2,940	3,225	3,512	3,826	4,160
17	2,703	2,966	3,229	3,518	3,825
18	2,948	3,235	3,522	3,837	4,172
19	418	459	499	544	591
20	2,236	2,453	2,671	2,909	3,163
21	3,862	4,237	4,613	5,025	5,464
22	169	186	202	221	240
Sub-Total	21,521	23,611	25,709	28,006	30,452
PAED TOTAL	43,110	47,300	51,500	56,100	61,000

Note: The City of Key West, Key Colony beach, and layton are not included.
Cape Sable is included in PAED 21; Windley Key is included in PAED 12

Source: U.S. Census 1990, Price Waterhouse.

Table 2.30
Functional Population Projections
Unincorporated Monroe County 1990-2010
By Planning Area/Enumeration (PAED) Districts

PAED	1990	1995	2000	2005	2010
LOWER KEYS					
1	6,275	6,480	6,667	6,894	7,132
2	3,823	3,946	4,057	4,181	4,323
3	2,730	2,915	3,079	3,262	3,475
4	6,100	6,895	7,561	8,302	9,212
5	6,362	7,265	8,015	8,852	9,884
6	1,422	1,517	1,614	1,718	1,829
Sub-Total	26,712	29,018	31,003	33,209	35,855
MIDDLE KEYS					
7	13,960	14,938	15,815	16,779	17,909
8	1,068	1,363	1,559	1,598	1,641
9	1,541	1,698	1,829	1,976	2,155
10	2,546	2,813	3,062	3,336	3,645
11	1,757	1,893	2,029	2,179	2,338
12	2,746	3,106	3,421	3,772	4,019
13	3,269	3,469	3,668	3,887	4,120
Sub-Total	26,887	29,280	31,383	33,527	35,827
UPPER KEYS					
14	9,150	10,155	11,048	12,031	13,192
15	3,933	4,303	4,623	4,980	5,404
16	5,227	5,912	6,510	6,894	7,228
17	5,168	5,679	6,135	6,641	7,230
18	7,075	8,167	9,081	9,966	10,300
19	1,326	1,462	1,576	1,704	1,859
20	3,785	4,002	4,220	4,458	4,712
21	5,649	6,447	7,154	7,936	8,580
22	230	270	303	342	387
Sub-Total	41,543	46,387	50,650	54,952	58,892
PAED TOTAL	95,142	104,695	113,036	121,688	130,574

Note: The City of Key West, Key Colony beach, and layton are not included.
Cape Sable is included in PAED 21; Windley Key is included in PAED 12

Source: U.S. Census 1990, Price Waterhouse.



Monroe County Planning Department

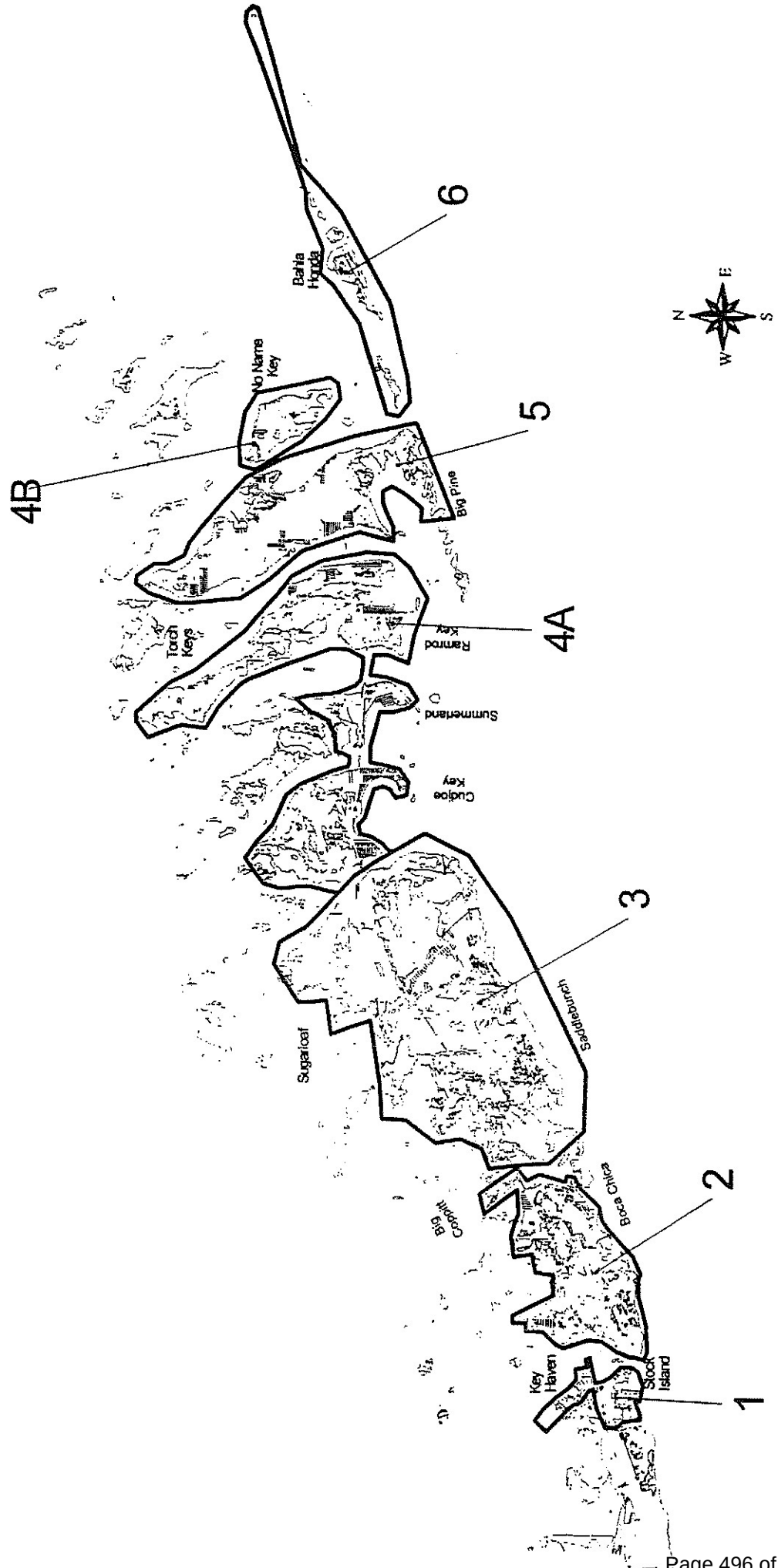
Appendix 2

Monroe County Planning Area Enumeration District (PAED) Maps



Monroe County Growth Management Division

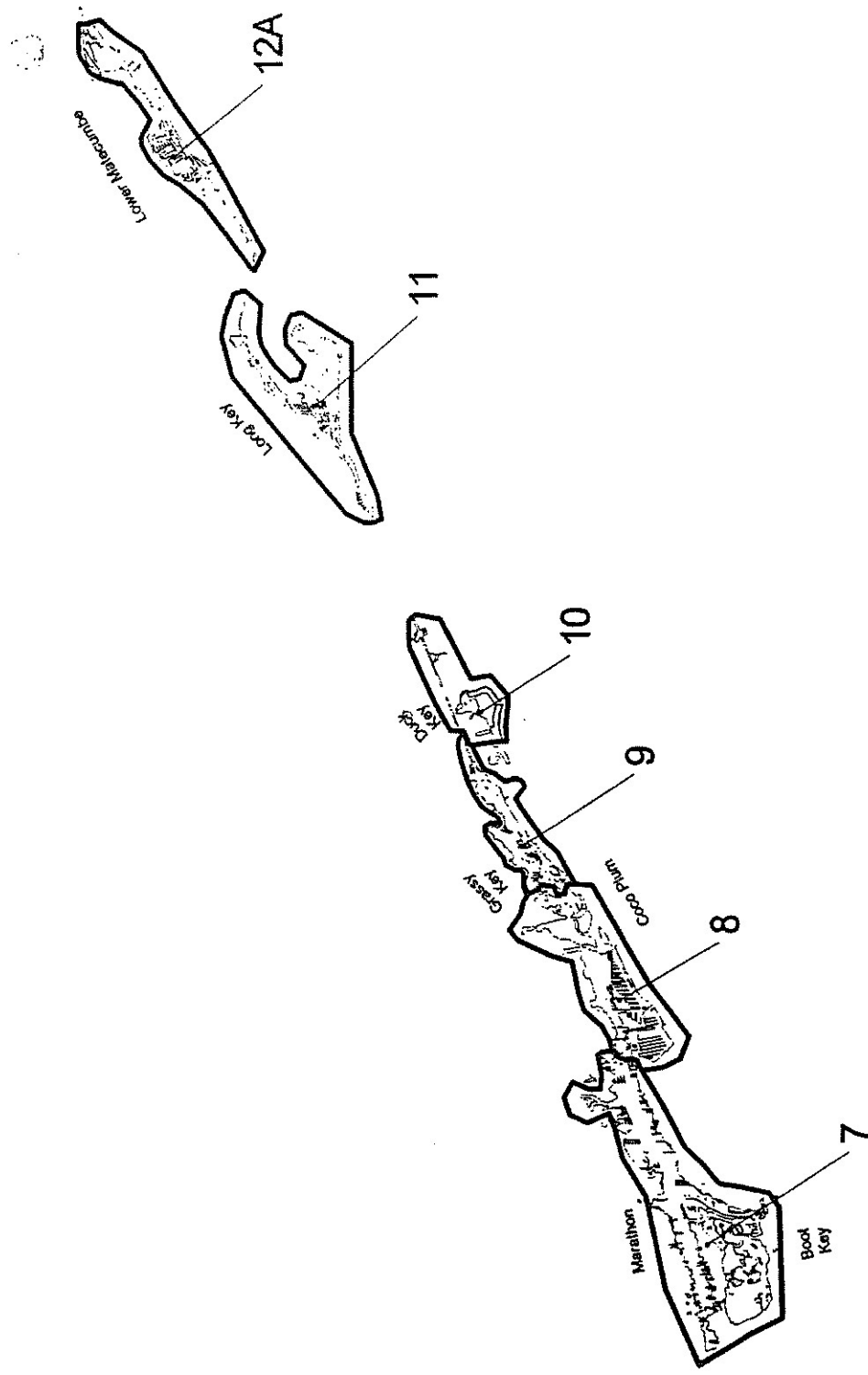
Planning Analysis Area/Enumeration Districts





Monroe County Growth Management Division

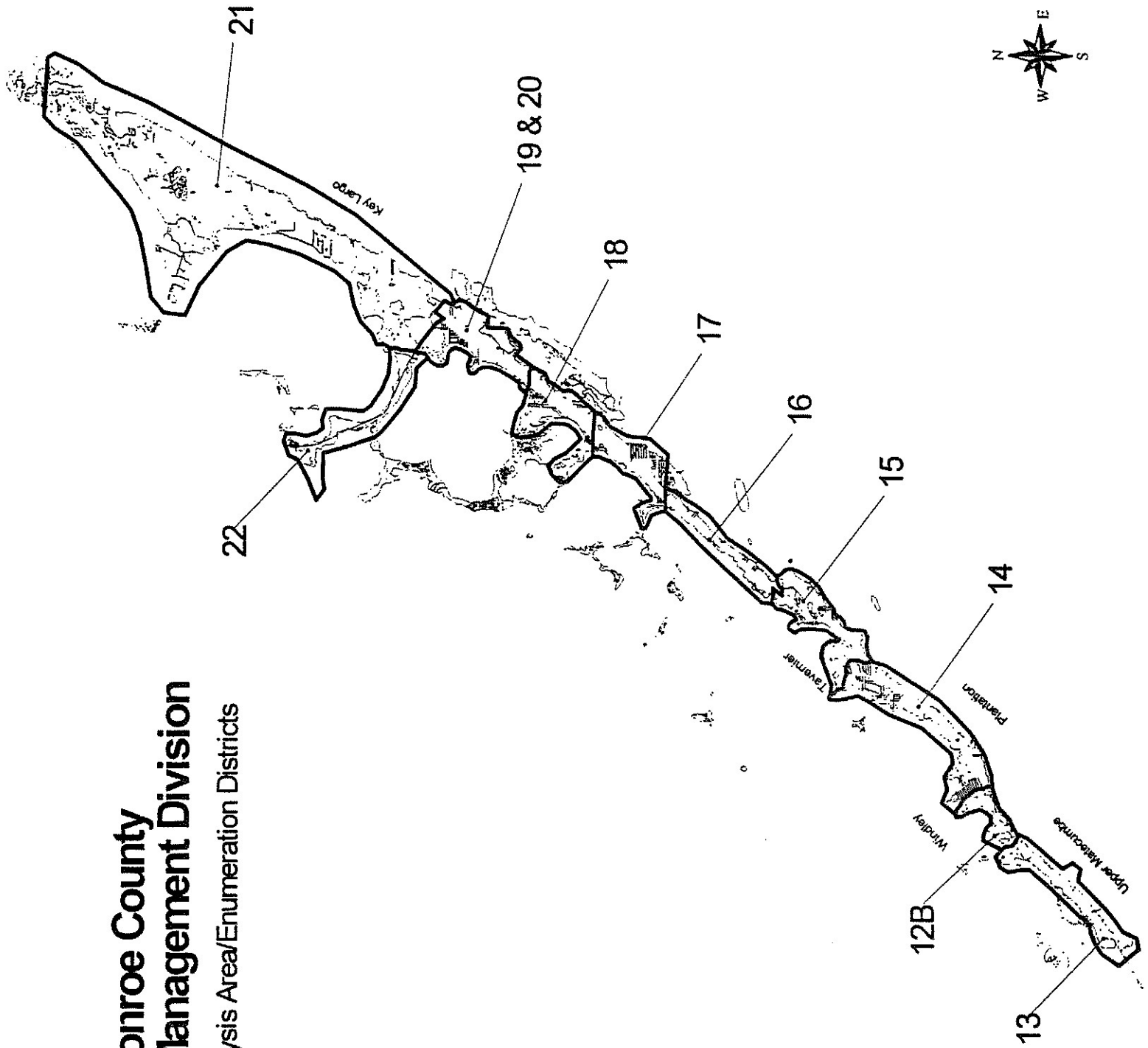
Planning Analysis Area/Enumeration Districts





Monroe County Growth Management Division

Planning Analysis Area/Enumeration Districts





Monroe County Planning Department

Appendix 3

Summary Table of Permanent Resident, Peak Seasonal, and Functional Population Figures by PAED
from 1990 to 2015

Functional Population

PAED	1990 Permanent Resident Population	1990 Seasonal Population	1990 Functional Population	1991 Permanent Resident Population	1991 Seasonal Population	1991 Functional Population	1992 Permanent Resident Population	1992 Seasonal Population	1992 Functional Population	1993 Permanent Resident Population	1993 Seasonal Population	1993 Functional Population	1994 Permanent Resident Population	1994 Seasonal Population
Lower Keys														
1	4,560	1,273	5,833	4,581	1,274	5,855	4,597	1,275	5,873	4,604	1,276	5,880	4,621	1,277
2	3,140	1,257	4,398	3,179	1,261	4,440	3,195	1,260	4,455	3,207	1,269	4,476	3,241	1,269
3	1,844	1,688	3,530	1,876	1,688	3,564	1,915	1,688	3,603	1,965	1,708	3,673	2,006	1,705
4a	4,074	2,730	6,803	4,209	2,791	7,000	4,306	2,830	7,137	4,411	2,908	7,318	4,504	2,939
4b	37	15	51	41	16	56	44	17	61	47	19	66	48	18
5	4,352	3,096	7,448	4,482	3,131	7,613	4,568	3,151	7,719	4,695	3,201	7,886	4,785	3,213
6	440	1,883	2,323	440	1,883	2,323	440	1,883	2,323	440	1,883	2,323	440	1,883
Subtotal	18,446	11,940	30,387	18,809	12,044	30,853	19,086	12,105	31,170	19,368	12,264	31,632	19,826	12,305
Middle Keys														
7	8,932	6,730	15,662	8,981	6,696	15,678	9,041	6,645	15,686	9,080	6,813	15,893	9,116	6,714
8	707	2,051	2,758	714	2,033	2,747	719	2,003	2,722	725	2,089	2,814	731	2,038
9	1,101	1,130	2,231	1,114	1,130	2,244	1,119	1,128	2,245	1,135	1,142	2,277	1,140	1,135
10	653	338	992	664	339	1,002	674	338	1,011	685	351	1,037	687	348
11	357	1,948	2,304	357	1,946	2,303	358	1,944	2,302	359	1,986	2,345	359	1,980
12a	976	1,211	2,187	1,005	1,231	2,236	1,041	1,255	2,296	1,054	1,281	2,345	1,068	1,287
12b	140	950	1,090	150	937	1,087	150	909	1,058	150	975	1,125	150	929
13	1,226	3,083	4,309	1,241	3,149	4,391	1,250	3,077	4,327	1,287	3,265	4,532	1,288	3,142
Subtotal	14,092	17,441	31,533	14,226	17,461	31,687	14,361	17,297	31,648	14,466	17,913	32,368	14,528	17,874
Upper Keys														
14	4,514	2,936	7,449	4,649	3,002	7,651	4,740	3,042	7,782	4,804	3,089	7,903	4,856	3,112
15	2,610	1,585	4,195	2,713	1,628	4,341	2,739	1,631	4,369	2,826	1,696	4,521	2,913	1,722
16	2,290	4,520	6,811	2,297	4,507	6,805	2,304	4,486	6,790	2,310	4,559	6,869	2,323	4,526
17	2,544	2,514	5,058	2,615	2,508	5,123	2,691	2,487	5,168	2,807	2,649	5,455	2,863	2,584
18	4,163	4,150	8,313	4,206	4,166	8,362	4,234	4,151	8,385	4,362	4,569	8,931	4,381	4,534
19-20	2,494	2,125	4,619	2,575	2,161	4,736	2,626	2,330	4,956	2,666	2,368	5,033	2,678	2,380
21	1,530	2,944	4,473	1,543	2,953	4,496	1,553	2,955	4,508	1,582	3,001	4,563	1,585	2,982
22	61	103	164	61	103	164	61	103	164	63	103	166	63	103
Subtotal	20,205	20,876	41,081	20,660	21,019	41,679	20,937	21,186	42,122	21,399	22,043	43,442	21,641	21,936
TOTAL	52,743	50,258	103,000	53,694	50,524	104,219	54,354	50,586	104,940	55,222	52,220	107,442	55,793	51,814
Village of Islamorada	-	-	-	-	-	-	-	-	-	-	-	-	-	-
City of Layan	186	155	341	189	155	345	191	154	344	192	160	352	194	157
City of Key Colony B.	989	1,489	2,478	993	1,493	2,486	1,006	1,506	2,512	1,023	1,539	2,562	1,030	1,542
City of Marathon	-	-	-	-	-	-	-	-	-	-	-	-	-	-
City of Key West (p)	24,938	18,591	43,529	25,043	16,233	43,277	25,149	17,723	42,872	25,255	18,985	44,220	25,380	18,131
COUNTY TOTAL (q)	78,855	70,493	149,348	79,920	70,406	150,326	80,699	69,969	150,668	81,691	72,884	154,575	82,378	71,644

PAED	1994 Functional Population	1995 Permanent Resident Population	1995 Seasonal Population	1995 Functional Population	1996 Permanent Resident Population	1996 Seasonal Population	1996 Functional Population	1997 Permanent Resident Population	1997 Seasonal Population	1997 Functional Population	1998 Permanent Resident Population	1998 Seasonal Population	1998 Functional Population	1999 Permanent Resident Population
Lower Keys														
1	5,898	4,628	1,278	5,905	4,658	1,279	5,937	4,684	1,280	5,964	4,707	1,281	5,988	4,719
2	4,510	3,255	1,255	4,524	3,280	1,275	4,555	3,297	1,277	4,574	3,313	1,274	4,587	3,319
3	3,711	2,039	1,705	3,745	2,080	1,717	3,797	2,105	1,720	3,825	2,133	1,716	3,849	2,160
4a	7,442	4,612	2,897	7,599	4,714	3,047	7,761	4,804	3,093	7,997	4,872	3,110	7,983	4,916
4b	67	49	20	69	51	20	71	55	22	77	56	22	79	56
5	7,978	4,828	3,228	8,057	4,909	3,257	8,166	4,936	3,255	8,201	4,964	3,264	8,228	4,974
6	2,323	440	1,883	2,323	440	1,883	2,323	440	1,883	2,323	440	1,883	2,323	440
Subtotal	31,930	19,852	12,371	32,223	20,132	12,477	32,609	20,320	12,541	32,861	20,486	12,561	33,036	20,684
Middle Keys														
7	15,830	9,185	6,692	15,847	9,195	6,743	15,939	9,233	6,754	15,987	9,260	6,649	15,909	9,284
8	2,769	737	2,021	2,758	743	2,053	2,796	748	2,057	2,805	752	2,003	2,754	755
9	2,275	1,148	1,134	2,282	1,159	1,141	2,300	1,169	1,143	2,312	1,173	1,135	2,308	1,174
10	1,045	899	346	1,045	701	350	1,051	706	406	1,112	708	707	1,416	711
11	2,339	359	1,978	2,336	372	2,002	2,374	377	2,008	2,385	377	2,002	2,378	377
12a	2,365	1,086	1,298	2,383	1,097	1,318	2,413	1,104	1,322	2,426	-	-	-	-
12b	1,079	152	911	1,063	152	934	1,085	153	934	1,087	-	-	-	-
13	4,410	1,273	3,092	4,365	1,278	3,155	4,433	1,279	3,155	4,435	-	-	-	-
Subtotal	32,102	14,919	17,461	32,080	14,998	17,692	32,390	14,769	17,781	32,549	12,270	12,496	24,765	12,301
Upper Keys														
14	7,968	4,805	3,132	8,037	4,841	3,159	8,100	5,008	3,196	8,203	-	-	-	-
15	4,635	2,925	1,721	4,646	2,947	1,740	4,687	2,952	1,742	4,694	2,961	1,730	4,691	2,968
16	6,849	2,331	4,515	6,846	2,338	4,545	6,883	2,341	4,549	6,890	2,346	4,505	6,851	2,349
17	5,458	2,815	2,582	5,498	2,966	2,840	5,606	3,004	2,655	5,659	3,049	2,593	5,642	3,075
18	8,915	4,408	4,526	8,934	4,431	4,555	8,986	4,462	4,566	9,028	4,484	4,531	9,014	4,501
19-20	5,038	2,693	2,362	5,055	2,713	2,378	5,091	2,727	2,384	5,111	2,738	2,376	5,113	2,751
21	4,548	1,572	2,983	4,555	1,587	3,016	4,603	1,596	3,029	4,626	1,619	3,039	4,658	1,642
22	166	63	104	166	63	104	166	64	104	168	84	104	168	64
Subtotal	43,576	21,811	21,926	43,737	21,886	22,136	44,121	22,184	22,225	44,378	17,261	18,877	36,138	17,360
TOTAL	107,607	56,282	51,758	108,040	56,816	52,305	109,121	57,243	52,546	109,788	50,016	43,924	93,939	50,236
Village of Islamorada														
City of Laysan	351	197	157	354	198	159	357	201	160	361	203	158	361	206
City of Key Colony B.	2,572	1,045	1,581	2,606	1,050	1,571	2,621	1,058	1,583	2,641	1,074	1,597	2,671	1,089
City of Marathon	-	-	-	-	-	-	-	-	-	-	-	-	-	-
City of Key West (p)	43,491	25,466	17,790	43,256	25,572	18,216	43,787	25,677	18,233	43,910	25,783	17,365	43,148	25,942
COUNTY TOTAL (q)	154,022	82,990	71,266	154,255	83,635	72,251	155,886	84,179	72,521	156,700	84,665	71,454	156,120	85,114

Prepared by the Monroe County Planning Department. See Footnotes for sources.

Functional Population

PAED	1999 Seasonal Population	1999 Functional Population	2000 Permanent Resident Population	2000 Seasonal Population	2000 Functional Population	2001 Permanent Resident Population	2001 Seasonal Population	2001 Functional Population	2002 Permanent Resident Population	2002 Seasonal Population	2002 Functional Population	2003 Permanent Resident Population	2003 Seasonal Population	2003 Functional Population
Lower Keys														
1	1,262	6,001	4,730	1,283	6,013	4,741	1,284	6,025	4,752	1,284	6,037	4,783	1,265	6,048
2	1,276	4,595	3,333	1,282	4,615	3,346	1,284	4,630	3,359	1,286	4,645	3,372	1,288	4,660
3	1,721	3,861	2,183	1,731	3,914	2,206	1,734	3,941	2,230	1,736	3,967	2,253	1,741	3,994
4a	3,135	8,050	4,975	3,178	8,154	5,035	3,209	8,244	5,085	3,239	8,334	5,155	3,270	8,424
4b	22	79	58	23	81	59	24	83	61	24	85	83	25	87
5	3,268	8,243	5,022	3,289	8,311	5,069	3,304	8,373	5,117	3,318	8,435	5,165	3,332	8,497
6	1,883	2,323	440	1,883	2,323	440	1,883	2,323	440	1,883	2,323	440	1,883	2,323
Subtotal	12,667	33,171	20,741	12,669	33,410	20,897	12,721	33,618	21,053	12,773	33,826	21,210	12,824	34,034

Middle Keys

7	6,861	16,165	-	-	-	-	-	-	-	-	-	-	-	-
8	2,013	2,768	-	-	-	-	-	-	-	-	-	-	-	-
9	1,137	2,311	-	-	-	-	-	-	-	-	-	-	-	-
10	743	1,454	719	835	1,553	728	902	1,829	734	970	1,704	742	972	1,714
11	2,002	2,379	379	2,011	2,391	382	2,015	2,397	385	2,019	2,404	387	2,023	2,410
12a	-	-	-	-	-	-	-	-	-	-	-	-	-	-
12b	-	-	-	-	-	-	-	-	-	-	-	-	-	-
13	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Subtotal	12,775	25,077	1,098	2,846	3,944	1,108	2,817	4,026	1,119	2,989	4,108	1,129	2,995	4,124

Upper Keys

14	-	-	-	-	-	-	-	-	-	-	-	-	-	-
15	1,736	4,704	2,991	1,759	4,749	3,013	1,770	4,783	3,036	1,781	4,816	3,058	1,792	4,850
16	4,515	6,864	2,352	4,554	6,905	2,354	4,556	6,911	2,357	4,559	6,918	2,360	4,622	6,981
17	2,612	5,687	3,100	2,683	5,783	3,126	2,694	5,819	3,151	2,704	5,855	3,177	2,714	5,891
18	4,542	9,043	4,516	4,580	9,097	4,532	4,586	9,118	4,548	4,592	9,140	4,564	4,598	9,181
19-20	2,384	5,135	2,764	2,400	5,163	2,776	2,405	5,182	2,789	2,411	5,200	2,801	2,417	5,218
21	3,075	4,716	1,647	3,101	4,748	1,653	3,109	4,762	1,659	3,118	4,776	1,685	3,126	4,791
22	104	168	65	104	169	65	104	169	65	104	169	65	104	169
Subtotal	18,957	36,317	17,435	19,180	36,615	17,519	19,224	36,744	17,604	19,269	36,872	17,889	19,372	37,061

TOTAL	44,329	94,565	39,273	34,696	73,969	39,525	34,863	74,387	39,776	35,030	74,806	40,027	35,192	75,219
--------------	---------------	---------------	---------------	---------------	---------------	---------------	---------------	---------------	---------------	---------------	---------------	---------------	---------------	---------------

Village of Islamorada	8,467	16,108	7,665	8,644	16,309	7,695	8,662	16,357	7,725	8,680	16,406	7,755	8,699	16,454
City of Laysan	159	365	208	163	372	211	165	375	213	166	379	216	167	383
City of Key Colony B.	1,619	2,708	1,101	1,641	2,742	1,113	1,657	2,770	1,125	1,674	2,798	1,136	1,690	2,827
City of Marathon	-	-	11,272	10,182	21,455	11,312	10,195	21,507	11,352	10,208	21,560	11,391	10,221	21,612
City of Key West (p)	17,483	43,426	28,102	18,165	44,267	28,261	18,182	44,443	28,421	18,198	44,619	28,524	18,209	44,733

COUNTY TOTAL (q)	72,058	157,172	85,622	73,491	159,113	86,117	73,723	159,840	86,612	73,956	160,568	87,050	74,177	161,227
-------------------------	---------------	----------------	---------------	---------------	----------------	---------------	---------------	----------------	---------------	---------------	----------------	---------------	---------------	----------------

PAED	2004 Permanent Resident Population	2004 Seasonal Population	2004 Functional Population	2006 Permanent Resident Population	2006 Seasonal Population	2005 Functional Population	2006 Permanent Resident Population	2006 Seasonal Population	2006 Functional Population	2007 Permanent Resident Population	2007 Seasonal Population	2007 Functional Population	2008 Permanent Resident Population	2008 Seasonal Population
Lower Keys														
1	4,779	1,286	6,065	4,781	1,287	6,077	4,797	1,287	6,085	4,799	1,289	6,088	4,796	1,290
2	3,390	1,291	4,681	3,406	1,293	4,699	3,416	1,295	4,713	3,426	1,297	4,723	3,431	1,299
3	2,288	1,746	4,034	2,321	1,751	4,072	2,353	1,756	4,109	2,382	1,762	4,144	2,410	1,767
4a	5,249	3,318	8,567	5,339	3,364	8,704	5,426	3,409	8,835	5,509	3,452	8,961	5,588	3,492
4b	85	26	91	68	27	95	71	28	99	73	29	103	76	30
5	5,233	3,352	8,586	5,297	3,372	8,669	5,357	3,389	8,747	5,412	3,407	8,820	5,463	3,424
6	440	1,693	2,323	440	1,683	2,323	439	1,683	2,322	437	1,685	2,322	436	1,687
Subtotal	21,446	12,903	34,347	21,662	12,977	34,639	21,660	13,048	34,908	22,040	13,121	35,160	22,199	13,189
Middle Keys														
7	-	-	-	-	-	-	-	-	-	-	-	-	-	-
8	-	-	-	-	-	-	-	-	-	-	-	-	-	-
9	-	-	-	-	-	-	-	-	-	-	-	-	-	-
10	749	975	1,724	756	977	1,732	762	979	1,740	767	981	1,748	771	983
11	390	2,027	2,416	392	2,030	2,422	393	2,033	2,426	395	2,036	2,431	396	2,039
12a	-	-	-	-	-	-	-	-	-	-	-	-	-	-
12b	-	-	-	-	-	-	-	-	-	-	-	-	-	-
13	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Subtotal	1,139	3,002	4,140	1,147	3,007	4,154	1,155	3,011	4,166	1,161	3,017	4,179	1,167	3,022
Upper Keys														
14	-	-	-	-	-	-	-	-	-	-	-	-	-	-
15	3,096	1,810	4,906	3,131	1,827	4,958	3,163	1,843	5,006	3,193	1,857	5,050	3,219	1,871
16	2,365	4,627	6,992	2,368	4,631	6,999	2,369	4,632	7,000	2,367	4,632	6,999	2,363	4,630
17	3,232	2,736	5,968	3,285	2,757	6,042	3,335	2,776	6,112	3,382	2,798	6,180	3,427	2,817
18	4,586	4,609	9,205	4,624	4,620	9,244	4,648	4,629	9,276	4,667	4,836	9,305	4,682	4,647
19-20	2,826	2,429	5,255	2,849	2,439	5,288	2,869	2,449	5,317	2,886	2,458	5,344	2,800	2,465
21	1,675	3,142	4,818	1,685	3,156	4,840	1,692	3,167	4,859	1,698	3,176	4,875	1,703	3,183
22	65	104	170	66	105	170	66	105	170	66	105	171	66	105
Subtotal	17,856	19,458	37,314	18,007	19,534	37,541	18,142	19,600	37,742	18,260	19,664	37,924	18,361	19,718
TOTAL	40,439	35,362	75,801	40,816	35,518	76,334	41,157	35,659	76,816	41,461	35,802	77,263	41,726	35,929
Village of Islamorada														
City of Laysan	7,830	8,719	16,549	7,897	8,735	16,632	7,957	8,746	16,703	8,010	8,756	16,765	8,055	8,761
City of Key Colony B.	219	168	386	221	169	390	223	170	393	225	171	396	226	172
City of Marathon	1,148	1,707	2,856	1,160	1,723	2,883	1,170	1,737	2,907	1,179	1,750	2,929	1,187	1,761
City of Key West (p)	11,441	10,231	21,673	11,480	10,238	21,718	11,508	10,241	21,749	11,524	10,247	21,771	11,529	10,250
Subtotal	26,628	17,343	43,970	26,731	17,354	44,085	26,783	17,360	44,153	26,855	17,381	44,236	26,917	17,402
COUNTY TOTAL (q)	87,705	73,531	161,235	88,305	73,737	162,041	88,808	73,914	162,722	89,253	74,108	163,361	89,640	74,275

Prepared by the Monroe County Planning Department. See Footnotes for sources.

Functional Population

PAED	2008 Functional Population	2009 Permanent Resident Population	2009 Seasonal Population	2009 Functional Population	2010 Permanent Resident Population	2010 Seasonal Population	2010 Functional Population	2011 Permanent Resident Population	2011 Seasonal Population	2011 Functional Population	2012 Permanent Resident Population	2012 Seasonal Population	2012 Functional Population	2013 Permanent Resident Population
Lower Keys														
1	6,086	4,788	1,291	6,079	4,775	1,291	6,067	4,758	1,292	6,050	4,736	1,293	6,029	4,709
2	4,730	3,433	1,300	4,732	3,431	1,300	4,731	3,426	1,300	4,726	3,417	1,300	4,717	3,405
3	4,177	2,435	1,772	4,207	2,458	1,777	4,236	2,478	1,782	4,261	2,498	1,786	4,284	2,514
4a	9,080	5,662	3,531	9,193	5,732	3,567	9,299	5,797	3,601	9,397	5,866	3,632	9,488	5,911
4b	106	79	31	110	82	33	114	85	34	118	88	35	123	91
5	8,887	5,508	3,439	8,947	5,548	3,453	9,001	5,583	3,465	9,048	5,613	3,476	9,088	5,637
6	2,322	433	1,889	2,322	431	1,891	2,321	428	1,892	2,320	424	1,894	2,319	421
Subtotal	35,368	22,339	13,263	35,592	22,468	13,312	35,770	22,566	13,368	35,922	22,632	13,416	36,047	22,687
Middle Keys														
7	-	-	-	-	-	-	-	-	-	-	-	-	-	-
8	-	-	-	-	-	-	-	-	-	-	-	-	-	-
9	-	-	-	-	-	-	-	-	-	-	-	-	-	-
10	1,754	775	985	1,760	778	987	1,765	780	988	1,768	781	990	1,771	782
11	2,434	396	2,041	2,437	396	2,043	2,439	396	2,044	2,440	395	2,044	2,440	394
12a	-	-	-	-	-	-	-	-	-	-	-	-	-	-
12b	-	-	-	-	-	-	-	-	-	-	-	-	-	-
13	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Subtotal	4,189	1,171	3,028	4,197	1,174	3,030	4,204	1,176	3,032	4,208	1,177	3,034	4,211	1,176
Upper Keys														
14	-	-	-	-	-	-	-	-	-	-	-	-	-	-
15	5,090	3,243	1,882	5,125	3,264	1,893	5,156	3,281	1,901	5,182	3,295	1,909	5,204	3,308
16	6,993	2,357	4,625	6,981	2,348	4,618	6,965	2,337	4,608	6,945	2,323	4,596	6,919	2,308
17	6,245	3,470	2,836	6,305	3,509	2,853	6,362	3,545	2,869	6,414	3,578	2,883	6,461	3,808
18	9,328	4,692	4,653	9,345	4,697	4,658	9,355	4,697	4,661	9,359	4,693	4,683	9,358	4,685
19-20	5,366	2,912	2,472	5,384	2,921	2,477	5,398	2,927	2,481	5,408	2,930	2,484	5,413	2,930
21	4,886	1,705	3,188	4,893	1,706	3,190	4,896	1,705	3,189	4,895	1,703	3,187	4,890	1,699
22	171	66	105	171	66	105	171	68	105	171	65	105	171	65
Subtotal	38,078	16,444	19,761	38,205	18,610	19,793	38,303	18,658	19,816	38,373	18,688	19,826	38,414	18,600
TOTAL	77,656	41,954	36,040	77,994	42,142	36,135	78,277	42,290	36,213	78,503	42,397	36,275	78,672	42,464
Village of Islamorada	16,816	6,092	8,762	16,853	8,121	8,758	16,878	8,142	8,749	16,891	8,155	8,735	16,890	8,180
City of Laysan	399	228	173	401	229	174	403	230	174	405	231	175	406	232
City of Key Colony B.	2,948	1,194	1,771	2,965	1,200	1,779	2,978	1,204	1,785	2,989	1,207	1,790	2,997	1,210
City of Marathon	21,778	11,522	10,249	21,770	11,503	10,244	21,747	11,473	10,238	21,709	11,432	10,224	21,656	11,379
City of Key West (p)	44,319	28,979	17,423	44,402	27,041	17,444	44,485	27,103	17,465	44,568	27,185	17,488	44,651	27,227
COUNTY TOTAL (q)	163,916	89,968	74,417	164,385	90,236	74,533	164,769	90,442	74,622	165,064	90,588	74,685	165,272	90,671

PAED	2013 Seasonal Population	2013 Functional Population	2014 Permanent Resident Population	2014 Seasonal Population	2014 Functional Population	2016 Permanent Resident Population	2016 Seasonal Population	2016 Functional Population
Lower Keys								
1	1,293	6,002	4,678	1,293	5,971	4,642	1,293	5,936
2	1,299	4,704	3,390	1,298	4,688	3,371	1,296	4,667
3	1,790	4,304	2,528	1,793	4,322	2,540	1,797	4,336
4a	3,660	9,571	5,960	3,686	9,645	6,003	3,709	9,712
4b	36	127	84	37	131	96	38	135
5	3,484	9,121	5,655	3,492	9,147	5,668	3,497	9,166
6	1,896	2,317	416	1,888	2,315	412	1,900	2,312
Subtotal	13,459	36,146	22,721	13,497	36,218	22,733	13,530	36,263
Middle Keys								
7	-	-	-	-	-	-	-	-
8	-	-	-	-	-	-	-	-
9	-	-	-	-	-	-	-	-
10	890	1,773	782	891	1,773	781	992	1,773
11	2,044	2,438	393	2,043	2,436	391	2,042	2,433
12a	-	-	-	-	-	-	-	-
12b	-	-	-	-	-	-	-	-
13	-	-	-	-	-	-	-	-
Subtotal	3,036	4,211	1,175	3,034	4,209	1,172	3,034	4,206
Upper Keys								
14	-	-	-	-	-	-	-	-
15	1,914	5,221	3,314	1,918	5,232	3,318	1,921	5,239
16	4,591	6,889	2,280	4,564	6,854	2,270	4,545	6,815
17	2,897	6,504	3,634	2,809	6,543	3,657	2,918	6,576
18	4,662	9,347	4,671	4,660	9,331	4,653	4,657	9,310
19-20	2,485	5,414	2,927	2,484	5,411	2,921	2,483	5,404
21	3,181	4,880	1,893	3,173	4,866	1,885	3,163	4,849
22	105	171	65	106	170	64	106	170
Subtotal	19,826	38,426	18,694	19,815	38,408	18,569	19,793	38,362
TOTAL	36,319	78,783	42,489	36,347	78,836	42,474	36,357	78,831
Village of Islamorada								
City of Laysan	8,717	16,877	8,157	8,694	16,851	8,145	8,667	16,812
City of Key Colony B.	175	407	232	175	407	232	175	408
City of Marathon	1,793	3,003	1,211	1,794	3,005	1,210	1,794	3,004
City of Key West (p)	10,210	21,589	11,316	10,191	21,507	11,241	10,170	21,411
City of Key West (p)	17,507	44,734	27,289	17,528	44,817	27,351	17,549	44,900
COUNTY TOTAL (q)	74,720	165,392	90,693	74,730	165,423	90,654	74,712	165,366

Prepared by the Monroe County Planning Department. See Footnotes for sources.



Monroe County Planning Department

Appendix 4

Summary Table of Permanent Resident Population Figures by PAED from 1990 to 2015

1	2	3	4	5	6	7	8	9	10	11	12	13	14
PAED	1990 Census Tract(s)	1990 Census Block Groups	April 1, 1990 STF 1A Total Population	April 1, 1990 STF 1A Total Housing Units	April 1, 1990 STF 1A Total Occupied Housing Units	April 1, 1990 STF 1A Total Owner-Occupied Housing Units	April 1, 1990 STF 1A Total Renter-Occupied Housing Units	April 1, 1990 STF 1A Number of Vacant Housing Units	April 1, 1990 Housing Unit Vacant Percent (9/8)	April 1, 1990 STF 1A Total Number of Seasonal Units	April 1, 1990 Percent of Total Units Used as Seasonal (11/5)	Persons per Total Housing Unit (4/6)	Total Number of Dwelling Units Completed 4/290 - 12/31/90 Based on # of CO's Issued
Lower Keys													
1	9718 & 9719 pt.	N/A	4,539	1,944	1,778	1,137	641	166	8.5%	43	2.2%	2.33	9
2	9717	N/A	3,108	1,352	1,098	686	412	254	18.8%	142	10.5%	2.30	14
3	9716	N/A	1,786	869	728	553	175	141	16.2%	86	9.9%	2.06	28
4a	9715	N/A	3,952	2,723	1,784	1,408	376	939	34.5%	654	24.0%	1.45	84
4b	9714 pt.	BG 4 (a)	31	27	15	13	2	12	44.4%	4	14.8%	1.15	5
5	9714 pt.	BG 1,2,3,4,5 (a)	4,206	2,453	1,799	1,385	414	654	26.7%	402	16.4%	1.71	85
6	9714 pt. & 9713 pt.	9714 BG 1 (b)	440	33	31	30	1	2	6.1%	0	0.0%	13.33	0
Subtotal	-	-	18,062	9,401	7,233	5,212	2,021	2,168	23.1%	1,331	14.2%	1.92	225
Middle Keys													
7	9713, 9712, & 9711	N/A	8,864	5,212	3,955	2,580	1,365	1,257	24.1%	777	14.9%	1.70	40
8	9710 pt.	BG 3 (c)	697	575	330	392	183	245	42.6%	197	34.3%	1.21	8
9	9710 pt.	BG 2 (d)	1,086	665	462	519	146	203	30.5%	90	13.5%	1.63	9
10	9710 pt.	BG 2 (d)	629	491	341	383	108	150	30.5%	66	13.4%	1.28	19
11	9710 pt.	BG 1(e)	358	412	185	324	88	227	55.1%	176	42.7%	0.86	1
12a	9709 pt.	BG 5	956	855	458	355	103	397	46.4%	292	34.2%	1.12	18
12b	9709 pt.	BG 1,2 (f)	140	130	81	58	23	49	37.7%	38	29.2%	1.08	0
13	9709 pt.	BG 1,2,3,4 (f)	1,220	966	646	389	257	320	33.1%	220	22.8%	1.26	5
Subtotal	-	-	13,948	9,306	6,458	5,010	2,273	2,848	30.6%	1,856	19.9%	1.50	100
Upper Keys													
14	9708	N/A	4,405	2,961	1,937	1,457	480	1,024	34.6%	777	26.2%	1.49	73
15	9707	N/A	2,433	1,623	1,109	726	383	514	31.7%	383	23.6%	1.50	118
16	9708	N/A	2,287	1,987	1,061	800	281	926	46.6%	793	39.9%	1.15	3
17	9705	N/A	2,465	1,565	1,077	714	363	488	31.2%	319	20.4%	1.58	50
18	9704	N/A	4,127	2,440	1,737	1,313	424	703	28.8%	489	20.0%	1.69	21
19-20 (g)	9703	N/A	2,457	1,602	1,070	814	256	532	33.2%	371	23.2%	1.53	24
21	9702.98 pt.	BG 1,2,3 (h)	1,505	1,597	672	570	110	925	57.9%	706	44.2%	0.94	26
22	9701 pt. & 9702.98 pt.	BG 1 (h)	61	36	36	23	5	0	0.0%	0	0.0%	1.69	0
Subtotal	-	-	19,740	13,811	8,599	6,417	2,282	6,112	37.0%	3,838	27.8%	1.43	315
UNINC. TOTAL													
	-	-	51,750	32,518	22,390	16,639	6,576	10,128	31.1%	7,025	21.6%	1.59	640
Village of Islamorada													
	9708	N/A	-	-	-	-	-	-	-	-	-	-	-
City of Lorton	9710	BG 1	183	145	77	48	29	68	46.9%	28	19.3%	1.26	2
City of Key Colony B.	9710	BG 3	977	1,152	518	318	137	634	55.0%	441	38.3%	0.85	14
City of Marathon	9710-9713	N/A	-	-	-	-	-	-	-	-	-	-	-
City of Key West (p)	9719-9726	N/A	24,832	12,221	10,424	4,384	6,040	1,797	14.7%	440	3.6%	2.03	96
COUNTY TOTAL (q)													
	-	-	77,742	46,036	33,409	21,389	12,782	12,627	27.4%	7,934	17.2%	1.69	752

SEE FINAL PAGE FOR FOOTNOTES
 SOURCE: 1990 Census of Population; Certificate of Occupancy Data from Monroe County, Islamorada, Lorton, Key Colony Beach and Key West Building Departments; Rate-of-Growth Ordinance guidelines

Permanent Residents

1	15	16	17	18	19	20	21	22	23	24	25	26
	December 31, 1990 Total Housing Units (5 x 14)	December 31, 1990 Total Housing Units (12 x 18)	DECEMBER 31, 1990 PERMANENT RESIDENT POPULATION (f) (13 x 15)	Total Number of Dwelling Units Completed 1/1/91 - 12/31/91 Based on # of CO's Issued	December 31, 1991 Total Housing Units (18 x 18)	December 31, 1991 Total Number of Seasonal Housing Units (12 x 19)	DECEMBER 31, 1991 PERMANENT RESIDENT POPULATION (f) (13 x 19)	Total Number of Dwelling Units Completed 1/1/92 - 12/31/92 Based on # of CO's Issued	December 31, 1992 Total Housing Units (19 x 22)	December 31, 1992 Total Number of Seasonal Housing Units (12 x 23)	DECEMBER 31, 1992 PERMANENT RESIDENT POPULATION (f) (13 x 23)	Total Number of Dwelling Units Completed 1/1/93 - 12/31/93 Based on # of CO's Issued
PAED												
Lower Keys												
1	1,953	43	4,560	9	1,962	43	4,581	7	1,969	44	4,597	3
2	1,366	143	3,140	17	1,363	145	3,179	7	1,390	146	3,186	5
3	897	89	1,844	16	913	90	1,876	19	932	92	1,915	24
4a	2,807	674	4,074	93	2,900	697	4,209	67	2,967	713	4,306	72
4b	32	5	37	4	36	5	41	2	38	6	44	3
5	2,536	416	4,352	76	2,614	428	4,482	50	2,684	437	4,568	74
6	33	0	440	0	33	0	440	0	33	0	440	0
Subtotal	9,626	1,370	18,446	216	9,841	1,409	18,809	152	9,993	1,437	19,086	181
Middle Keys												
7	5,252	783	8,932	29	5,281	787	8,981	35	5,316	793	9,041	23
8	583	200	707	6	589	202	714	4	593	203	719	5
9	674	91	1,101	8	682	92	1,114	3	685	93	1,119	10
10	510	69	863	8	518	70	864	8	526	71	874	9
11	413	176	357	0	413	176	357	1	414	177	358	1
12a	873	298	976	26	899	307	1,005	32	931	318	1,041	12
12b	130	38	140	9	139	41	150	0	139	41	160	0
13	971	221	1,226	12	983	224	1,241	7	990	225	1,250	13
Subtotal	9,406	1,876	14,092	98	9,604	1,899	14,226	90	9,694	1,920	14,351	73
Upper Keys												
14	3,034	796	4,514	91	3,125	820	4,649	61	3,186	838	4,740	43
15	1,741	411	2,610	69	1,810	427	2,713	17	1,827	431	2,739	58
16	1,990	794	2,290	6	1,996	797	2,297	6	2,002	799	2,304	5
17	1,615	329	2,544	45	1,660	338	2,616	42	1,702	347	2,681	80
18	2,461	493	4,163	26	2,487	498	4,208	16	2,503	502	4,234	76
19-20 (g)	1,626	377	2,494	53	1,679	389	2,676	33	1,712	396	2,626	26
21	1,623	717	1,530	14	1,637	724	1,543	11	1,648	729	1,563	10
22	36	0	61	0	36	0	61	0	36	0	61	1
Subtotal	14,126	3,918	20,205	304	14,430	3,993	20,660	186	14,616	4,040	20,937	299
UNINC. TOTAL												
	33,158	7,164	52,743	617	33,775	7,301	53,694	428	34,203	7,396	54,354	553
Village of Islamorada												
	-	-	-	-	-	-	-	-	-	-	-	-
City of Lorton	147	28	186	3	150	29	189	1	151	29	191	1
City of Key Colony B.	1,166	446	989	5	1,171	448	993	15	1,186	454	1,006	20
City of Marathon	-	-	-	-	-	-	-	-	-	-	-	-
City of Key West (p)	12,317	443	24,938	96	12,413	447	25,043	96	12,509	450	25,149	96
COUNTY TOTAL (g)												
	46,788	8,082	78,855	721	47,509	8,225	79,920	540	48,049	8,330	80,699	670

1 27 28 29 30 31 32 33 34 35 36 37 38

PAED	December 31, 1993 Total Housing Units (23 + 26)	December 31, 1993 Total Number of Seasonal Housing Units (12 x 27)	DECEMBER 31, 1993 PERMANENT RESIDENT POPULATION (I) (13 x 27)	Total Number of Dwelling Units Completed 1/1/84 - 12/31/84 Based on # of CO's Issued	December 31, 1994 Total Housing Units (27 + 30)	December 31, 1994 Total Number of Seasonal Housing Units (12 x 31)	DECEMBER 31, 1994 PERMANENT RESIDENT POPULATION (I) (13 x 31)	Total Number of Dwelling Units Completed 1/1/95 - 12/31/95 Based on # of CO's Issued	December 31, 1995 Total Housing Units (31 + 34)	December 31, 1995 Total Number of Seasonal Housing Units (12 x 35)	DECEMBER 31, 1995 PERMANENT RESIDENT POPULATION (I) (13 x 35)	Total Number of Dwelling Units Completed 1/1/96 - 12/31/96 Based on # of CO's Issued
------	--	---	--	---	--	---	--	---	--	---	--	---

Lower Keys

1	1,972	44	4,604	7	1,379	44	4,621	3	1,982	44	4,628	13
2	1,395	147	3,207	15	1,410	148	3,241	6	1,416	149	3,255	11
3	956	95	1,965	20	976	97	2,006	16	992	98	2,039	20
4a	3,039	730	4,411	64	3,103	745	4,604	75	3,178	763	4,612	70
4b	41	6	47	1	42	6	48	1	43	6	49	1
5	2,738	449	4,695	41	2,779	455	4,765	37	2,816	461	4,828	47
6	33	0	440	0	33	0	440	0	33	0	440	0
Subtotal	10,174	1,468	19,368	148	10,322	1,495	19,625	138	10,460	1,622	19,852	162

Middle Keys

7	5,339	796	9,080	21	5,360	799	9,116	29	5,389	803	9,155	18
8	598	205	726	5	603	207	731	5	608	208	737	5
9	695	94	1,135	3	698	94	1,140	5	703	95	1,148	7
10	535	72	685	9	544	73	697	2	546	73	699	1
11	415	177	359	0	415	177	359	0	415	177	359	16
12a	943	322	1,054	12	955	326	1,068	16	971	332	1,086	10
12b	139	41	160	0	139	41	150	2	141	41	152	0
13	1,003	228	1,267	1	1,004	229	1,268	4	1,008	230	1,273	4
Subtotal	9,667	1,936	14,455	61	9,718	1,946	14,528	63	9,781	1,960	14,619	61

Upper Keys

14	3,229	847	4,804	35	3,264	857	4,866	33	3,297	865	4,905	24
15	1,885	445	2,826	58	1,943	459	2,913	8	1,951	460	2,925	15
16	2,007	801	2,310	11	2,018	805	2,323	7	2,025	808	2,331	6
17	1,782	363	2,807	36	1,818	371	2,863	33	1,851	377	2,915	32
18	2,579	517	4,362	11	2,590	519	4,381	16	2,606	522	4,408	14
19-20 (g)	1,738	402	2,666	8	1,746	404	2,678	10	1,756	407	2,693	13
21	1,658	733	1,662	3	1,661	734	1,665	7	1,668	737	1,672	16
22	37	0	63	0	37	0	63	0	37	0	63	0
Subtotal	14,916	4,109	21,399	162	15,077	4,149	21,641	114	15,191	4,177	21,811	120

UNINC. TOTAL	34,756	7,513	55,222	361	35,117	7,590	55,793	315	35,432	7,659	56,282	343
--------------	--------	-------	--------	-----	--------	-------	--------	-----	--------	-------	--------	-----

Village of Islamorada	-	-	-	-	-	-	-	-	-	-	-	-
City of Laysan	152	29	192	2	154	30	194	2	156	30	197	1
City of Key Colony B.	1,206	462	1,023	8	1,214	465	1,030	18	1,232	472	1,045	6
City of Marathon	-	-	-	-	-	-	-	-	-	-	-	-
City of Key West (p)	12,605	454	25,255	96	12,701	457	25,360	96	12,797	461	25,466	96

COUNTY TOTAL (q)	48,719	8,458	81,691	467	49,186	8,542	82,378	431	49,617	8,622	82,990	446
------------------	--------	-------	--------	-----	--------	-------	--------	-----	--------	-------	--------	-----

SEE FINAL PAGE FOR FOOTNOTES

SOURCE: 1990 Census of Population, Certificate of Occupancy Data from Monroe County, Islamorada, Laysan, Key Colony Beach and Key West Building Departments; Rate-of-Growth Ordinance guidelines

Permanent Residents

1	39	40	41	42	43	44	45	46	47	48	49	50
	December 31, 1996 Total Housing Units (35 + 38)	December 31, 1996 Total Number of Seasonal Housing Units (12 x 38)	DECEMBER 31, 1996 PERMANENT RESIDENT POPULATION (U) (13 x 39)	Total Number of Dwelling Units Completed 1/1/97 - 12/31/97 Based on # of CO's issued	December 31, 1997 Total Housing Units (39 + 42)	December 31, 1997 Total Number of Seasonal Housing Units (12 x 43)	DECEMBER 31, 1997 PERMANENT RESIDENT POPULATION (U) (13 x 43)	Total Number of Dwelling Units Completed 1/1/98 - 12/31/98 Based on # of CO's issued	December 31, 1998 Total Housing Units (43 + 46)	December 31, 1998 Total Number of Seasonal Housing Units (12 x 47)	DECEMBER 31, 1998 PERMANENT RESIDENT POPULATION (U) (13 x 47)	Total Number of Dwelling Units Completed 1/1/99 - 12/31/99 Based on # of CO's issued (U)
PAED												
Lower Keys												
1	1,995	44	4,558	11	2,006	44	4,684	10	2,016	45	4,707	5
2	1,427	150	3,280	7	1,434	151	3,297	7	1,441	151	3,313	3
3	1,012	100	2,080	12	1,024	101	2,105	14	1,038	103	2,133	13
4a	3,248	780	4,714	62	3,310	795	4,804	47	3,357	806	4,872	30
4b	44	7	51	4	48	7	55	1	49	7	56	0
5	2,863	469	4,909	16	2,879	472	4,936	16	2,895	474	4,964	6
6	33	0	440	0	33	0	440	0	33	0	440	0
Subtotal	10,522	1,550	20,132	112	10,734	1,570	20,320	95	10,829	1,567	20,485	57
Middle Keys												
7	5,407	806	9,196	22	5,429	809	9,233	16	5,445	812	9,280	14
8	613	210	743	4	617	211	748	3	620	212	762	3
9	710	96	1,159	6	716	97	1,169	2	718	97	1,173	1
10	547	74	701	4	551	74	706	2	553	74	708	2
11	431	184	372	5	436	186	377	0	436	186	377	0
12a	981	335	1,097	6	987	337	1,104	-	-	-	-	-
12b	141	41	152	1	142	42	153	-	-	-	-	-
13	1,012	230	1,278	1	1,013	231	1,279	-	-	-	-	-
Subtotal	9,842	1,977	14,598	49	9,891	1,987	14,769	23	7,772	1,392	12,270	20
Upper Keys												
14	3,321	871	4,941	45	3,366	883	5,008	-	-	-	-	-
15	1,966	464	2,947	3	1,969	465	2,952	6	1,975	466	2,961	5
16	2,031	811	2,338	3	2,034	812	2,341	4	2,038	813	2,346	3
17	1,883	384	2,966	24	1,907	389	3,004	29	1,936	395	3,049	16
18	2,620	525	4,431	18	2,638	529	4,462	13	2,651	531	4,484	10
19-20 (g)	1,789	410	2,713	9	1,778	412	2,727	7	1,785	413	2,738	9
21	1,684	744	1,587	10	1,694	749	1,596	24	1,718	759	1,619	24
22	37	0	63	1	38	0	64	0	38	0	64	0
Subtotal	15,311	4,209	21,986	113	15,424	4,238	22,154	83	12,141	3,378	17,261	87
UNINC. TOTAL												
	35,775	7,736	56,816	274	36,049	7,795	57,243	201	30,742	6,347	50,016	144
Village of Islamorada												
	-	-	-	-	-	-	-	34	5,542	1,497	7,590	30
City of Laysan	157	30	198	2	159	31	201	2	161	31	203	2
City of Key Colony B.	1,238	474	1,050	10	1,248	478	1,058	18	1,266	485	1,074	18
City of Marathon	-	-	-	-	-	-	-	-	-	-	-	-
City of Key West (p)	12,893	464	25,572	96	12,988	468	25,677	96	13,085	471	25,783	81
COUNTY TOTAL (q)												
	50,063	8,704	83,635	382	50,445	8,771	84,179	351	50,796	8,831	84,665	275

1	51	52	53	54	55	56	57	58	59	60	61	62
PAED	December 31, 1999 Total Housing Units (47 + 50)	December 31, 1999 Total Number of Seasonal Housing Units (12 x 61)	DECEMBER 31, 1999 PERMANENT RESIDENT POPULATION (K) (13 x 61)	Total Number of Dwelling Units Built from 4/2000 to 12/31/99 (14+16+22+26+30+ 34+38+42+46+50)	Historical Percentage of Regional Total of Dwelling Units Built (54 / Subtotal)	Total Number of Dwelling Units Completed 1/1/00 - 12/31/00 Based on # of Permits Available (I)	December 31, 2000 Total Housing Units (51 + 56)	December 31, 2000 Total Number of Seasonal Housing Units (12 x 57)	DECEMBER 31, 2000 PERMANENT RESIDENT POPULATION (K) (13 x 57)	Total Number of Dwelling Units Completed 1/1/01 - 12/31/01 Based on # of Permits Available (I)	December 31, 2001 Total Housing Units (57 + 60)	December 31, 2001 Total Number of Seasonal Housing Units (12 x 61)
Lower Keys												
1	2,021	45	4,719	77	5.2%	5	2,026	45	4,730	5	2,031	45
2	1,444	152	3,319	92	6.2%	6	1,450	152	3,333	6	1,455	153
3	1,051	104	2,160	182	12.3%	11	1,052	105	2,183	11	1,074	106
4a	3,367	813	4,916	664	44.7%	41	3,428	823	4,975	41	3,469	833
4b	49	7	56	22	1.5%	1	50	7	58	1	52	8
5	2,901	475	4,974	448	30.2%	28	2,929	480	5,022	28	2,957	485
8	33	0	440	0	0.0%	0	33	0	440	0	33	0
Subtotal	10,886	1,597	20,584	1,485	100.0%	92	10,978	1,613	20,741	92	11,070	1,629
Middle Keys												
7	5,459	614	9,284	247	56.5%	-	-	-	-	-	-	-
8	623	213	755	48	11.0%	-	-	-	-	-	-	-
9	718	97	1,174	54	12.4%	-	-	-	-	-	-	-
10	555	75	711	64	14.6%	6	561	75	719	6	567	76
11	438	186	377	24	5.5%	3	439	188	379	3	442	189
12a	-	-	-	-	-	-	-	-	-	-	-	-
12b	-	-	-	-	-	-	-	-	-	-	-	-
13	-	-	-	-	-	-	-	-	-	-	-	-
Subtotal	7,792	1,385	12,301	437	100.0%	9	1,000	263	1,098	9	1,009	265
Upper Keys												
14	-	-	-	-	-	-	-	-	-	-	-	-
15	1,980	487	2,968	357	26.3%	15	1,995	471	2,991	15	2,010	474
16	2,041	815	2,349	54	4.0%	2	2,043	815	2,352	2	2,046	816
17	1,952	398	3,075	387	28.5%	18	1,968	401	3,100	16	1,984	405
18	2,881	533	4,501	221	16.3%	8	2,670	535	4,516	9	2,680	537
19-20 (g)	1,794	415	2,751	192	14.1%	8	1,802	417	2,764	8	1,810	419
21	1,742	770	1,642	145	10.7%	8	1,748	773	1,647	6	1,754	775
22	38	0	64	2	0.1%	0	38	0	65	0	38	0
Subtotal	12,208	3,399	17,350	1,358	100.0%	57	12,265	3,413	17,435	57	12,322	3,427
UNINC. TOTAL	30,886	6,381	50,236	3,280	100.0%	158	24,243	5,289	39,273	158	24,401	5,321
Village of Islamorada												
Village of Islamorada	5,560	1,507	7,641	668	100.0%	22	5,602	1,513	7,665	22	5,624	1,519
City of Laysan	163	31	206	18	100.0%	2	165	32	208	2	167	32
City of Key Colony B.	1,284	492	1,089	132	100.0%	14	1,298	497	1,101	14	1,312	502
City of Marathon	-	-	-	-	-	24	6,831	1,127	11,272	24	6,855	1,130
City of Key West (p)	13,168	474	25,942	945	100.0%	81	13,247	477	26,102	81	13,328	480
COUNTY TOTAL (q)	51,079	8,885	85,114	5,043	100.0%	301	51,386	8,934	85,622	301	51,687	8,986

SEE FINAL PAGE FOR FOOTNOTES
SOURCE: 1990 Census of Population; Certificate of Occupancy Data from Monroe County, Islamorada, Laysan, Key Colony Beach and Key West Building Departments; Rate-of-Growth Ordinance guidelines

Permanent Residents

1	63	64	65	66	67	68	69	70	71	72	73
PAED	DECEMBER 31, 2001 PERMANENT RESIDENT POPULATION (K) (13 x 61)	Total Number of Dwelling Units Completed 1/1/02 - 12/31/02 Based on # of Permits Available (I)	December 31, 2002 Total Housing Units (81 x 64)	December 31, 2002 Total Number of Seasonal Housing Units (12 x 65)	DECEMBER 31, 2002 PERMANENT RESIDENT POPULATION (K) (13 x 65)	Total Number of Dwelling Units Completed 1/1/03 - 12/31/03 Based on # of Permits Available (I)	December 31, 2003 Total Housing Units (85 x 68)	December 31, 2003 Total Number of Seasonal Housing Units (12 x 69)	DECEMBER 31, 2003 PERMANENT RESIDENT POPULATION (K) (13 x 69)	% Increase in Population from 12/31/02 to 12/31/03 ((21 - 17) / 17)	% Increase in Population from 12/31/01 to 12/31/03 ((25 - 21) / 21)
Lower Keys											
1	4,741	5	2,035	45	4,762	5	2,040	45	4,763	0.46%	0.36%
2	3,346	6	1,461	153	3,359	6	1,487	154	3,372	1.24%	0.51%
3	2,206	11	1,085	107	2,230	11	1,096	108	2,253	1.78%	2.08%
4a	5,035	41	3,510	843	5,035	41	3,552	853	5,155	3.31%	2.31%
4b	59	1	53	8	61	1	54	8	63	12.50%	5.56%
5	5,069	28	2,984	489	5,117	28	3,012	494	5,165	2.98%	1.91%
6	440	0	33	0	440	0	33	0	440	0.00%	0.00%
Subtotal	20,897	92	11,162	1,646	21,053	92	11,264	1,662	21,210	1.97%	1.37%
Middle Keys											
7	-	-	-	-	-	-	-	-	-	0.55%	0.66%
8	-	-	-	-	-	-	-	-	-	1.03%	0.88%
9	-	-	-	-	-	-	-	-	-	1.19%	0.44%
10	726	6	573	77	734	6	579	78	742	1.57%	1.54%
11	382	3	445	190	385	3	448	191	387	0.00%	0.24%
12a	-	-	-	-	-	-	-	-	-	2.98%	3.56%
12b	-	-	-	-	-	-	-	-	-	6.92%	0.00%
13	-	-	-	-	-	-	-	-	-	1.24%	0.71%
Subtotal	1,108	9	1,018	267	1,119	9	1,027	269	1,129	0.95%	0.88%
Upper Keys											
14	-	-	-	-	-	-	-	-	-	3.00%	1.95%
15	3,013	15	2,025	478	3,036	15	2,040	481	3,058	3.96%	0.94%
16	2,354	2	2,048	817	2,357	2	2,050	818	2,360	0.30%	0.30%
17	3,126	16	2,001	408	3,151	16	2,017	411	3,177	2.79%	2.53%
18	4,532	9	2,689	539	4,548	9	2,696	541	4,564	1.06%	0.84%
19-20 (g)	2,776	8	1,818	421	2,789	8	1,826	423	2,801	3.28%	1.87%
21	1,553	6	1,760	778	1,559	6	1,768	781	1,565	0.86%	0.87%
22	65	0	38	0	65	0	38	0	65	0.00%	0.00%
Subtotal	17,519	57	12,379	3,441	17,804	57	12,436	3,455	17,889	2.25%	1.34%
UNINC. TOTAL	39,525	158	24,559	5,354	39,776	158	24,717	5,387	40,027	1.80%	1.23%
County Totals											
Village of Islamorada	7,695	22	5,646	1,525	7,725	22	5,666	1,531	7,755	-	-
City of Layan	211	2	169	33	213	2	171	33	216	2.04%	0.67%
City of Key Colony B.	1,113	14	1,326	508	1,125	14	1,340	513	1,136	0.43%	1.28%
City of Marathon	11,312	24	6,879	1,134	11,352	24	6,903	1,138	11,391	-	-
City of Key West (p)	26,261	81	13,409	483	26,421	0	13,409	483	26,624	0.42%	0.42%
COUNTY TOTAL (q)	86,117	301	51,988	9,037	86,612	220	52,208	9,085	87,050	1.35%	0.97%

	74	75	76	77	78	79	80	81	82	83	84
PAED	% Increase in Population from 12/31/92 to 12/31/93 [(29 - 23) / 23]	% Increase in Population from 12/31/93 to 12/31/94 [(33 - 29) / 29]	% Increase in Population from 12/31/94 to 12/31/95 [(37 - 33) / 33]	% Increase in Population from 12/31/95 to 12/31/96 [(41 - 37) / 37]	% Increase in Population from 12/31/96 to 12/31/97 [(45 - 41) / 41]	% Increase in Population from 12/31/97 to 12/31/98 [(49 - 45) / 45]	% Increase in Population from 12/31/98 to 12/31/99 [(53 - 49) / 49]	% Increase in Population from 12/31/99 to 12/31/00 [(58 - 53) / 53]	% Increase in Population from 12/31/00 to 12/31/01 [(63 - 58) / 58]	% Increase in Population from 12/31/01 to 12/31/02 [(67 - 63) / 63]	% Increase in Population from 12/31/02 to 12/31/03 [(71 - 67) / 67]

Lower Keys

1	0.15%	0.35%	0.15%	0.65%	0.55%	0.50%	0.25%	0.24%	0.24%	0.23%	0.23%
2	0.36%	1.08%	0.43%	0.78%	0.49%	0.49%	0.21%	0.39%	0.39%	0.39%	0.39%
3	2.58%	2.08%	1.64%	2.02%	1.19%	1.37%	1.25%	1.07%	1.06%	1.05%	1.04%
4a	2.43%	2.11%	2.42%	2.20%	1.91%	1.42%	0.89%	1.21%	1.20%	1.19%	1.17%
4b	7.89%	2.44%	2.38%	2.33%	9.09%	2.08%	0.00%	2.78%	2.71%	2.63%	2.57%
5	2.78%	1.50%	1.33%	1.67%	0.56%	0.56%	0.21%	0.86%	0.95%	0.94%	0.93%
6	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
Subtotal	1.69%	1.32%	1.16%	1.41%	0.94%	0.81%	0.48%	0.76%	0.75%	0.75%	0.74%

Middle Keys

7	0.43%	0.39%	0.54%	0.33%	0.41%	0.29%	0.26%	-	-	-	-
8	0.84%	0.84%	0.83%	0.82%	0.65%	0.49%	0.48%	-	-	-	-
9	1.46%	0.43%	0.72%	1.00%	0.85%	0.28%	0.14%	-	-	-	-
10	1.71%	1.68%	0.37%	0.18%	0.73%	0.36%	0.36%	1.08%	1.07%	1.06%	1.05%
11	0.24%	0.00%	0.00%	3.86%	1.16%	0.00%	0.00%	0.69%	0.68%	0.66%	0.67%
12a	1.29%	1.27%	1.68%	1.03%	0.61%	-	-	-	-	-	-
12b	0.00%	0.00%	1.44%	0.00%	0.71%	-	-	-	-	-	-
13	1.31%	0.10%	0.40%	0.40%	0.10%	-	-	-	-	-	-
Subtotal	0.72%	0.50%	0.63%	0.54%	0.48%	0.30%	0.26%	0.92%	0.94%	0.93%	0.92%

Upper Keys

14	1.35%	1.08%	1.01%	0.73%	1.36%	-	-	-	-	-	-
15	3.17%	3.08%	0.41%	0.77%	0.15%	0.30%	0.25%	0.76%	0.75%	0.75%	0.74%
16	0.25%	0.55%	0.35%	0.30%	0.15%	0.20%	0.15%	0.11%	0.11%	0.11%	0.11%
17	4.70%	2.02%	1.82%	1.73%	1.27%	1.52%	0.83%	0.63%	0.83%	0.82%	0.81%
18	3.04%	0.43%	0.62%	0.54%	0.69%	0.49%	0.38%	0.35%	0.35%	0.35%	0.34%
19-20 (g)	1.52%	0.46%	0.57%	0.74%	0.51%	0.39%	0.50%	0.45%	0.45%	0.45%	0.44%
21	0.61%	0.18%	0.42%	0.96%	0.59%	1.42%	1.40%	0.35%	0.35%	0.35%	0.35%
22	2.78%	0.00%	0.00%	0.00%	2.70%	0.00%	0.00%	0.22%	0.22%	0.22%	0.22%
Subtotal	2.21%	1.13%	0.79%	0.80%	0.76%	0.67%	0.52%	0.10%	0.49%	0.48%	0.48%

UNINC. TOTAL	1.60%	1.03%	0.88%	0.95%	0.75%	0.64%	0.44%	0.64%	0.64%	0.64%	0.63%
--------------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------

Village of Islamorada	-	-	-	-	-	0.61%	0.67%	0.31%	0.39%	0.39%	0.39%
City of Layan	0.66%	1.32%	1.30%	0.64%	1.27%	1.26%	1.24%	1.23%	1.21%	1.20%	1.16%
City of Key Colony B.	1.69%	0.66%	1.48%	0.49%	0.81%	1.44%	1.42%	1.09%	1.08%	1.07%	1.06%
City of Marathon	-	-	-	-	-	-	-	0.44%	0.44%	0.44%	0.44%
City of Key West (p)	0.42%	0.42%	0.42%	0.41%	0.41%	0.41%	0.52%	0.61%	0.61%	0.61%	0.39%

COUNTY TOTAL (q)	1.23%	0.84%	0.74%	0.78%	0.65%	0.58%	0.53%	0.60%	0.58%	0.57%	0.51%
------------------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------

SEE FINAL PAGE FOR FOOTNOTES

SOURCE: 1990 Census of Population, Certificate of Occupancy Data from Monroe County, Islamorada, Layan, Key Colony Beach and Key West Building Departments; Rate-of-Growth Ordinance guidelines

Permanent Residents

1	85	86	87	88	89	90	91	92	93	94
	Mean Average Percent Increase from 12/31/80 to 12/31/03 [(72+73+74+75+76+77+78+79+80+81+82+83+84) / 14 of Observations]	DECEMBER 31, 2004 PERMANENT RESIDENT POPULATION (n) [71 + (71 x 85)]	DECEMBER 31, 2005 PERMANENT RESIDENT POPULATION (o) [86 + (86 x 85.5 10%)]	DECEMBER 31, 2006 PERMANENT RESIDENT POPULATION (o) [87 + (87 x 85.5 20%)]	DECEMBER 31, 2007 PERMANENT RESIDENT POPULATION (o) [88 + (88 x 85.5 30%)]	DECEMBER 31, 2008 PERMANENT RESIDENT POPULATION (o) [89 + (89 x 85.5 40%)]	DECEMBER 31, 2009 PERMANENT RESIDENT POPULATION (o) [90 + (90 x 85.5 50%)]	DECEMBER 31, 2010 PERMANENT RESIDENT POPULATION (o) [91 + (91 x 85.5 60%)]	DECEMBER 31, 2011 PERMANENT RESIDENT POPULATION (o) [92 + (92 x 85.5 70%)]	DECEMBER 31, 2012 PERMANENT RESIDENT POPULATION (o) [93 + (93 x 85.5 80%)]
PAED										
Lower Keys										
1	0.34%	4,779	4,791	4,797	4,799	4,796	4,788	4,775	4,758	4,738
2	0.55%	3,390	3,406	3,418	3,426	3,431	3,433	3,431	3,428	3,417
3	1.56%	2,288	2,321	2,353	2,382	2,410	2,435	2,458	2,479	2,498
4a	1.83%	5,249	5,338	5,426	5,509	5,588	5,662	5,732	5,797	5,866
4b	4.23%	65	68	71	73	76	79	82	86	88
5	1.33%	5,233	5,297	5,357	5,412	5,463	5,508	5,548	5,583	5,613
6	0.00%	440	440	439	437	436	433	431	428	424
Subtotal	1.08%	21,445	21,662	21,860	22,040	22,199	22,339	22,468	22,555	22,632
Middle Keys										
7	-	-	-	-	-	-	-	-	-	-
8	-	-	-	-	-	-	-	-	-	-
9	-	-	-	-	-	-	-	-	-	-
10	0.98%	749	756	762	767	771	775	778	780	781
11	0.63%	390	392	393	395	396	396	396	396	395
12a	-	-	-	-	-	-	-	-	-	-
12b	-	-	-	-	-	-	-	-	-	-
13	-	-	-	-	-	-	-	-	-	-
Subtotal	0.69%	1,139	1,147	1,155	1,161	1,167	1,171	1,174	1,176	1,177
Upper Keys										
14	-	-	-	-	-	-	-	-	-	-
15	1.23%	3,096	3,131	3,163	3,193	3,219	3,243	3,264	3,281	3,295
16	0.23%	2,365	2,368	2,369	2,367	2,363	2,357	2,348	2,337	2,323
17	1.73%	3,232	3,285	3,335	3,382	3,427	3,470	3,509	3,545	3,578
18	0.71%	4,596	4,624	4,648	4,667	4,682	4,692	4,697	4,697	4,693
19-20 (g)	0.90%	2,826	2,849	2,868	2,886	2,900	2,912	2,921	2,927	2,930
21	0.65%	1,675	1,686	1,692	1,698	1,703	1,705	1,706	1,705	1,703
22	0.49%	65	66	68	66	66	66	68	66	65
Subtotal	0.92%	17,858	18,007	18,142	18,260	18,361	18,444	18,510	18,568	18,588
UNINC. TOTAL	0.91%	40,439	40,816	41,157	41,461	41,726	41,954	42,142	42,290	42,397
Village of Islamorada	0.96%	7,830	7,897	7,957	8,010	8,055	8,092	8,121	8,142	8,155
City of Lorton	1.17%	218	221	223	225	226	228	229	230	231
City of Key Colony B.	1.08%	1,149	1,160	1,170	1,179	1,187	1,194	1,200	1,204	1,207
City of Marathon	0.44%	11,441	11,480	11,508	11,524	11,528	11,522	11,503	11,473	11,432
City of Key West (p)	0.48%	26,628	26,731	26,793	26,855	26,917	26,979	27,041	27,103	27,165
COUNTY TOTAL (q)	0.76%	87,705	88,305	88,808	89,253	89,640	89,968	90,236	90,442	90,588

1	95	96	97
	DECEMBER 31, 2013 PERMANENT RESIDENT POPULATION (o) [94-104] (85-90%)	DECEMBER 31, 2014 PERMANENT RESIDENT POPULATION (o) [95-105] (85-90%)	DECEMBER 31, 2016 PERMANENT RESIDENT POPULATION (o) [96-106] (85-90%)
PAEO			

Lower Keys

1	4,709	4,578	4,642
2	3,405	3,390	3,371
3	2,514	2,528	2,540
4a	5,911	5,960	6,003
4b	91	94	96
5	5,637	5,655	5,668
6	421	416	412
Subtotal	22,687	22,721	22,733

Middle Keys

7	-	-	-
8	-	-	-
9	-	-	-
10	782	782	781
11	394	393	391
12a	-	-	-
12b	-	-	-
13	-	-	-
Subtotal	1,176	1,175	1,172

Upper Keys

14	-	-	-
15	3,306	3,314	3,318
16	2,308	2,290	2,270
17	3,608	3,634	3,657
18	4,685	4,671	4,653
19-20 (g)	2,930	2,927	2,921
21	1,699	1,693	1,685
22	65	65	64
Subtotal	18,600	18,584	18,569

UNINC. TOTAL	42,464	42,489	42,474
--------------	--------	--------	--------

Village of Islamorada	8,160	8,157	8,145
City of Layton	232	232	232
City of Key Colony B.	1,210	1,211	1,210
City of Marathon	11,379	11,316	11,241
City of Key West (p)	27,227	27,289	27,351

COUNTY TOTAL (q)	90,671	90,693	90,654
------------------	--------	--------	--------



Monroe County Planning Department

Appendix 5

Summary Table of Peak Number of Seasonal Residents and Visitors by PAED from 1990 to 2015

1	2	3	4	5	6	7	8	9	10	11
PAED	1990 Census Tract (a)	1990 Census Block Groups	Peak Number of Persons Staying in Seasonal Dwelling Units During 1990	Peak Number of Persons Staying in Hotel and Motel Rooms During 1990	1990 Peak Number of Persons Staying in RVs or Campsites	1990 Peak Number of Persons Staying with Friends and Relatives (sh)	1990 Peak Number of People on Liveaboard Vessels	TOTAL 1990 PEAK SEASONAL POPULATION (4+5+6+7+8)	Peak Number of Persons Staying in Seasonal Dwelling Units During 1991	Peak Number of People Staying in Hotel and Motel Rooms During 1991
Lower Keys										
1	9718 & 9719 pl.	N/A	115	0	600	111	448	1,273	116	0
2	9717	N/A	383	86	455	149	145	1,257	388	83
3	9716	N/A	237	134	1,089	226	0	1,686	241	131
4a	9715	N/A	1,800	259	276	362	32	2,730	1,860	253
4b	9714 pl.	BG 4 (a)	13	0	0	2	0	15	14	0
5	9714 pl.	BG 1,2,3,4,5 (a)	1,111	134	1,268	390	193	3,096	1,144	131
6	9714 pl. & 9713 pl.	9714 BG 1 (b)	0	0	1,630	253	0	1,883	0	0
Subtotal	-	-	3,659	613	5,358	1,493	818	11,940	3,763	598
Middle Keys										
7	9713, 9712 & 9711	N/A	2,091	1,686	1,683	846	425	6,730	2,102	1,644
8	9710 pl.	BG 3 (c)	533	865	180	245	229	2,051	539	844
9	9710 pl.	BG 2 (d)	244	127	608	152	0	1,130	246	124
10	9710 pl.	BG 2 (d)	183	110	0	45	0	338	186	107
11	9710 pl.	BG 1 (e)	471	68	1,147	261	0	1,948	471	67
12a	9709 pl.	BG 5	796	247	6	162	0	1,211	820	241
12b	9709 pl.	BG 1,2 (f)	101	721	0	127	0	950	108	703
13	9709 pl.	BG 1,2,3,4 (f)	590	1,833	235	412	13	3,083	598	1,883
Subtotal	-	-	5,009	5,656	3,858	2,251	666	17,441	5,070	5,613
Upper Keys										
14	9708	N/A	2,126	242	174	394	0	2,936	2,189	236
15	9707	N/A	1,097	244	0	208	35	1,585	1,140	238
16	9706	N/A	2,121	718	1,072	606	3	4,520	2,127	701
17	9705	N/A	879	1,197	0	322	116	2,514	903	1,168
18	9704	N/A	1,317	364	1,912	557	0	4,150	1,331	355
19-20 (g)	9703	N/A	1,005	66	757	283	13	2,125	1,038	64
21	9702.98 pl.	BG 1,2,3 (h)	1,916	347	119	369	193	2,944	1,932	338
22	9701 pl. & 9702.98 pl.	BG 1 (h)	0	0	0	0	103	103	0	0
Subtotal	-	-	10,460	3,179	4,034	2,739	464	20,876	10,661	3,101
TOTAL	-	-	19,128	9,448	13,250	6,483	1,948	50,258	19,494	9,312
Village of Islamorada	9709	N/A	-	-	-	-	-	-	-	-
City of Lorton	9710	BG 1	76	59	0	21	0	155	77	57
City of Key Colony B.	9710	BG 3	1,192	98	0	200	0	1,489	1,197	95
City of Marathon	9710-9713	N/A	-	-	-	-	-	-	-	-
City of Key West (p)	9719-9726	N/A	2,139	13,188	293	2,421	551	18,591	2,153	12,864
COUNTY TOTAL (q)	-	-	22,535	22,793	13,543	9,125	2,498	70,493	22,922	22,328

Peak Seasonal Population

1	12	13	14	15	16	17	18	19	20	21	22
PAED	1991 Peak Number of Persons Staying in RVs or Campsites	1991 Peak Persons Staying with Friends and Relatives (eh)	1991 Peak Number of People on Livesboard Vessels	TOTAL 1991 PEAK SEASONAL POPULATION (10 + 11 + 12 + 13 + 14)	Peak Number of Persons Staying in Seasonal Dwelling Units During 1992	Peak Number of People Staying in Hotel and Motel Rooms During 1992	1992 Peak Number of Persons Staying in RVs or Campsites	1992 Peak Number of Persons Staying with Friends and Relatives (eh)	1992 Peak Number of People on Livesboard Vessels	TOTAL 1992 PEAK SEASONAL POPULATION (16 + 17 + 18 + 19 + 20)	Peak Number of Persons Staying in Seasonal Dwelling Units During 1993

Lower Keys

1	600	111	448	1,274	116	0	600	111	448	1,275	116
2	495	150	145	1,261	390	80	495	150	145	1,260	391
3	1,089	226	0	1,688	246	126	1,089	227	0	1,688	253
4a	276	370	32	2,791	1,903	244	276	376	32	2,830	1,949
4b	0	2	0	16	15	0	0	2	0	17	16
5	1,268	394	193	3,131	1,166	126	1,268	397	194	3,151	1,198
6	1,630	253	0	1,883	0	0	1,630	253	0	1,883	0
Subtotal	5,358	1,506	819	12,044	3,836	577	5,358	1,514	819	12,105	3,923

Middle Keys

7	1,683	842	425	6,696	2,116	1,586	1,683	835	426	6,645	2,125
8	180	242	229	2,033	542	814	180	238	229	2,003	547
9	608	152	0	1,130	248	120	608	151	0	1,128	251
10	0	45	0	339	189	103	0	45	0	338	192
11	1,147	261	0	1,946	472	64	1,147	261	0	1,944	473
12a	6	165	0	1,231	849	232	6	168	0	1,255	860
12b	0	126	0	937	108	678	0	122	0	909	108
13	235	421	13	3,149	602	1,816	235	411	13	3,077	610
Subtotal	3,858	2,254	667	17,461	5,126	5,413	3,858	2,232	668	17,297	5,167

Upper Keys

14	174	403	0	3,002	2,232	228	174	408	0	3,042	2,262
15	0	214	35	1,628	1,151	230	0	214	35	1,631	1,188
16	1,072	604	3	4,507	2,133	676	1,072	602	3	4,486	2,139
17	0	321	116	2,508	926	1,126	0	318	116	2,487	970
18	1,912	558	0	4,156	1,339	343	1,912	557	0	4,151	1,380
19-20 (g)	757	288	13	2,161	1,059	191	757	311	13	2,330	1,075
21	119	370	193	2,953	1,945	326	119	371	194	2,955	1,957
22	0	0	103	103	0	0	0	0	103	103	0
Subtotal	4,034	2,758	464	21,019	10,786	3,119	4,034	2,781	465	21,185	10,970

TOTAL	13,250	6,519	1,950	50,524	19,748	9,110	13,250	6,527	1,952	50,586	20,060
-------	--------	-------	-------	--------	--------	-------	--------	-------	-------	--------	--------

Village of Islamorada	0	21	0	155	78	55	0	21	0	154	78
City of Layan	0	200	0	1,493	1,212	92	0	202	0	1,506	1,233
City of Key Colony B.	0	0	0	0	0	0	0	0	0	0	0
City of Marathon	0	0	0	0	0	0	0	0	0	0	0
City of Key West (p)	293	2,373	551	18,233	2,167	12,407	293	2,304	552	17,723	2,181

COUNTY TOTAL (q)	13,543	9,113	2,501	70,406	23,205	21,663	13,543	9,054	2,503	69,969	23,553
------------------	--------	-------	-------	--------	--------	--------	--------	-------	-------	--------	--------

1	23	24	25	26	27	28	29	30	31	32	33
	Peak Number of People Staying in Hotel and Motel Rooms During 1993	1993 Peak Number of Persons Staying in RVs or Campsites	1993 Peak Number of Persons Staying with Friends and Relatives (ah)	1993 Peak Number of People on Livaboard Vessels	TOTAL 1993 PEAK SEASONAL POPULATION (22 + 23 + 24 + 25 + 26)	Peak Number of Persons Staying in Seasonal Dwelling Units During 1994	Peak Number of People Staying in Hotel and Motel Rooms During 1994	1994 Peak Number of Persons Staying in RVs or Campsites	1994 Peak Number of Persons Staying with Friends and Relatives (ah)	1994 Peak Number of People on Livaboard Vessels	TOTAL 1994 PEAK SEASONAL POPULATION (28 + 29 + 30 + 31 + 32)
PAED											

Lower Keys

1	0	600	111	449	1,276	117	0	600	111	449	1,277
2	87	495	151	145	1,269	395	83	495	151	145	1,269
3	137	1,089	229	0	1,708	258	130	1,089	229	0	1,705
4a	264	276	386	32	2,908	1,990	250	276	390	32	2,939
4b	0	0	3	0	19	17	0	0	3	0	19
5	137	1,268	404	194	3,201	1,216	130	1,268	405	194	3,213
6	0	1,630	253	0	1,883	0	0	1,630	253	0	1,883
Subtotal	626	5,358	1,536	820	12,264	3,993	592	5,358	1,541	821	12,305

Middle Keys

7	1,722	1,683	857	426	6,813	2,134	1,628	1,683	844	427	6,714
8	883	180	250	229	2,089	552	835	180	243	230	2,038
9	130	608	153	0	1,142	252	123	608	152	0	1,135
10	112	0	47	0	351	195	106	0	47	0	348
11	100	1,147	267	0	1,986	473	94	1,147	266	0	1,980
12a	252	6	173	0	1,291	871	238	6	173	0	1,287
12b	736	0	131	0	975	108	696	0	125	0	929
13	1,971	235	436	13	3,265	611	1,863	235	420	13	3,142
Subtotal	5,906	3,858	2,314	668	17,913	5,196	5,583	3,858	2,269	669	17,574

Upper Keys

14	247	174	416	0	3,099	2,287	234	174	418	0	3,112
15	250	0	223	36	1,696	1,224	236	0	226	36	1,722
16	734	1,072	611	3	4,558	2,150	693	1,072	607	3	4,526
17	1,223	0	340	116	2,649	989	1,156	0	333	116	2,594
18	664	1,912	613	0	4,589	1,386	627	1,912	608	0	4,534
19-20 (g)	207	757	316	13	2,368	1,080	196	757	315	13	2,360
21	354	119	377	194	3,001	1,961	335	119	374	194	2,982
22	0	0	0	103	103	0	0	0	0	103	103
Subtotal	3,678	4,034	2,896	465	22,043	11,077	3,477	4,034	2,881	465	21,935

TOTAL	10,210	13,250	6,746	1,954	52,220	20,265	9,652	13,250	6,691	1,956	51,814
--------------	---------------	---------------	--------------	--------------	---------------	---------------	--------------	---------------	--------------	--------------	---------------

Village of Islamorada	-	-	-	-	-	-	-	-	-	-	-
City of Lagoon	60	0	21	0	160	79	57	0	21	0	157
City of Key Colony B.	100	0	207	0	1,539	1,241	94	0	207	0	1,542
City of Marathon	-	-	-	-	-	-	-	-	-	-	-
City of Key West (p)	13,468	293	2,471	552	18,965	2,195	12,731	293	2,359	553	18,131

COUNTY TOTAL (q)	23,838	13,543	9,445	2,506	72,884	23,781	22,534	13,543	9,278	2,508	71,644
-------------------------	---------------	---------------	--------------	--------------	---------------	---------------	---------------	---------------	--------------	--------------	---------------

Peak Seasonal Population

1	34	35	36	37	38	39	40	41	42	43
PAED	Peak Number of Persons Staying in Seasonal Dwelling Units During 1995	Peak Number of People Staying in Hotel and Motel Rooms During 1995	1995 Peak Number of Persons Staying in RVs or Campsites	1995 Peak Number of Persons Staying with Friends and Relatives (eh)	1995 Peak Number of People on Liveboard Vessels	TOTAL 1995 PEAK POPULATION (34 + 35 + 36 + 37 + 38)	Peak Number of Persons Staying in Seasonal Dwelling Units During 1996	Peak Number of People Staying in Hotel and Motel Rooms During 1996	1996 Peak Number of Persons Staying in RVs or Campsites	1996 Peak Number of Persons Staying with Friends and Relatives (eh)
Lower Keys										
1	117	0	600	111	450	1,278	118	0	600	111
2	397	81	495	151	146	1,269	400	83	495	152
3	262	127	1,089	229	0	1,706	267	130	1,089	230
4a	2,038	244	276	397	32	2,987	2,083	251	276	405
4b	17	0	0	3	0	20	17	0	0	3
5	1,232	127	1,268	407	194	3,228	1,253	130	1,268	411
6	0	0	1,630	253	0	1,883	0	0	1,630	253
Subtotal	4,063	578	5,358	1,550	822	12,371	4,138	594	5,358	1,564
Middle Keys										
7	2,145	1,588	1,663	839	427	6,682	2,152	1,633	1,683	848
8	556	815	180	240	230	2,021	561	838	180	245
9	254	120	608	152	0	1,134	257	123	608	153
10	196	104	0	46	0	346	196	107	0	47
11	473	92	1,147	265	0	1,978	492	95	1,147	269
12a	865	232	6	174	0	1,298	895	239	6	177
12b	110	679	0	122	0	911	110	698	0	125
13	613	1,818	235	413	13	3,092	615	1,870	235	422
Subtotal	5,233	5,447	3,858	2,253	670	17,461	5,277	5,602	3,858	2,284
Upper Keys										
14	2,310	228	174	420	0	3,132	2,327	234	174	424
15	1,229	230	0	226	36	1,721	1,239	237	0	229
16	2,158	677	1,072	606	3	4,515	2,164	696	1,072	609
17	1,007	1,128	0	331	116	2,582	1,025	1,160	0	339
18	1,394	612	1,912	607	0	4,528	1,402	630	1,912	611
19-20 (g)	1,086	191	757	315	13	2,362	1,094	196	757	317
21	1,969	327	119	374	194	2,983	1,988	336	119	379
22	0	0	0	0	104	104	0	0	0	0
Subtotal	11,154	3,392	4,034	2,880	466	21,926	11,238	3,489	4,034	2,808
TOTAL	20,450	9,417	13,250	6,683	1,958	51,758	20,654	9,685	13,250	6,756
Village of Islamorada	-	-	-	-	-	-	-	-	-	-
City of Lorton	80	55	0	21	0	157	81	57	0	21
City of Key Colony B.	1,259	92	0	209	0	1,561	1,265	95	0	211
City of Marathon	-	-	-	-	-	-	-	-	-	-
City of Key West (p)	2,210	12,422	293	2,313	553	17,790	2,224	12,775	293	2,370
COUNTY TOTAL (q)	23,999	21,986	13,543	9,227	2,511	71,266	24,224	22,612	13,543	9,359

1	44	45	46	47	48	49	50	51	52	53	54
PAED	1996 Peak Number of People on Livesboard Vessels	TOTAL 1996 PEAK SEASONAL POPULATION (40 + 41 + 42 + 43 + 44)	Peak Number of Persons Staying in Seasonal Dwelling Units During 1997	Peak Number of People Staying in Hotel and Motel Rooms During 1997	1997 Peak Number of Persons Staying in RVs or Campsites	1997 Peak Number of Persons Staying with Friends and Relatives (eh)	1997 Peak Number of Livesboard Vessels	TOTAL 1997 PEAK SEASONAL POPULATION (40 + 47 + 48 + 49 + 50)	Peak Number of Persons Staying in Seasonal Dwelling Units During 1998	Peak Number of People Staying in Hotel and Motel Rooms During 1998	1998 Peak Number of Persons Staying in RVs or Campsites
Lower Keys											
1	450	1,279	118	0	600	111	451	1,280	119	0	600
2	146	1,275	402	83	495	152	146	1,277	404	78	495
3	0	1,717	271	130	1,089	231	0	1,720	274	122	1,089
4a	32	3,047	2,123	251	276	411	32	3,093	2,153	236	276
4b	0	20	19	0	0	3	0	22	19	0	0
5	194	3,257	1,260	130	1,268	412	195	3,265	1,267	122	1,268
6	0	1,883	0	0	1,630	253	0	1,883	0	0	1,630
Subtotal	823	12,477	4,193	594	5,358	1,572	824	12,541	4,236	558	5,358
Middle Keys											
7	428	6,743	2,161	1,633	1,683	849	428	6,754	2,167	1,535	1,683
8	230	2,053	564	838	180	245	230	2,057	567	788	180
9	0	1,141	259	123	608	153	0	1,143	259	116	608
10	0	350	198	154	0	54	0	406	198	414	0
11	0	2,002	497	95	1,147	270	0	2,008	497	89	1,147
12a	0	1,316	900	239	6	177	0	1,322	-	-	-
12b	0	934	111	698	0	125	0	934	-	-	-
13	13	3,155	616	1,870	235	422	13	3,155	-	-	-
Subtotal	670	17,692	5,306	5,650	3,858	2,296	671	17,781	3,690	2,941	3,617
Upper Keys											
14	0	3,159	2,356	234	174	429	0	3,196	-	-	-
15	36	1,740	1,241	237	0	229	36	1,742	1,244	222	0
16	3	4,545	2,167	696	1,072	610	3	4,549	2,172	654	1,072
17	117	2,640	1,038	1,160	0	341	117	2,655	1,054	1,090	0
18	0	4,555	1,412	630	1,912	613	0	4,566	1,419	592	1,912
19-20 (g)	13	2,378	1,099	196	757	318	13	2,384	1,104	185	757
21	194	3,018	2,000	336	119	380	195	3,029	2,028	316	119
22	104	104	0	0	0	0	104	104	0	0	0
Subtotal	466	22,136	11,315	3,489	4,034	2,920	467	22,225	9,020	3,059	3,860
TOTAL	1,960	52,305	20,813	9,733	13,250	6,788	1,962	52,546	16,946	6,559	12,835
Village of Islamorada	-	-	-	-	-	-	-	-	3,998	2,859	415
City of Lorton	0	159	82	57	0	22	0	160	83	53	0
City of Key Colony B.	0	1,571	1,276	95	0	212	0	1,583	1,294	89	0
City of Marathon	-	-	-	-	-	-	-	-	-	-	-
City of Key West (p)	554	18,216	2,238	12,775	293	2,372	554	18,233	2,252	12,009	293
COUNTY TOTAL (q)	2,513	72,251	24,409	22,659	13,543	9,395	2,516	72,521	24,572	21,570	13,543

Peak Seasonal Population

1	55	56	57	58	59	60	61	62	63	64
	1998 Peak Number of Persons Staying with Friends and Relatives (eh)	1998 Peak Number of People on Livesboard Vessels	TOTAL 1998 PEAK SEASONAL POPULATION (52 + 53 + 54 + 55 + 56)	Peak Number of Persons Staying in Seasonal Dwelling Units During 1999	Peak Number of People Staying in Hotel and Motel Rooms During 1999	1999 Peak Number of Persons Staying in RVs or Campsites	1998 Peak Number of Persons with Friends and Relatives (eh)	1999 Peak Number of People on Livesboard Vessels	TOTAL 1999 PEAK SEASONAL POPULATION (59 + 59 + 60 + 61 + 62)	Peak Number of Persons Staying in Seasonal Dwelling Units During 2000
PAED										

Lower Keys

1	111	451	1,281	119	0	600	111	452	1,282	120
2	151	146	1,274	405	78	495	152	146	1,276	407
3	230	0	1,716	278	123	1,089	231	0	1,721	281
4a	413	32	3,110	2,172	238	276	416	32	3,135	2,188
4b	3	0	22	19	0	0	3	0	22	20
5	412	195	3,264	1,269	123	1,268	412	195	3,268	1,282
6	253	0	1,883	0	0	1,630	253	0	1,883	0
Subtotal	1,574	824	12,551	4,283	563	5,358	1,578	825	12,587	4,307

Middle Keys

7	835	428	6,649	2,173	1,730	1,683	866	429	6,881	-
8	238	230	2,003	570	793	180	239	231	2,013	-
9	152	0	1,135	260	117	608	153	0	1,137	-
10	95	0	707	199	444	0	100	0	743	201
11	269	0	2,002	497	90	1,147	269	0	2,002	501
12a	-	-	-	-	-	-	-	-	-	-
12b	-	-	-	-	-	-	-	-	-	-
13	-	-	-	-	-	-	-	-	-	-
Subtotal	1,588	659	12,496	3,699	3,174	3,617	1,626	659	12,775	702

Upper Keys

14	-	-	-	-	-	-	-	-	-	-
15	227	36	1,730	1,248	224	0	228	36	1,736	1,257
16	604	3	4,505	2,175	659	1,072	605	3	4,515	2,177
17	332	117	2,593	1,062	1,098	0	335	117	2,612	1,071
18	608	0	4,531	1,424	596	1,912	610	0	4,542	1,429
19-20 (g)	317	13	2,376	1,109	186	757	318	13	2,384	1,114
21	382	195	3,039	2,056	318	119	386	195	3,075	2,083
22	0	104	104	0	0	0	0	104	104	0
Subtotal	2,471	467	18,877	9,074	3,082	3,860	2,483	468	18,987	9,112

TOTAL	5,633	1,951	43,924	17,036	6,818	12,835	5,687	1,952	44,329	14,121
-------	-------	-------	--------	--------	-------	--------	-------	-------	--------	--------

Village of Islamorada	1,127	13	8,411	4,025	2,880	415	1,135	13	8,467	4,041
City of Layan	21	0	158	84	54	0	21	0	159	85
City of Key Colony B.	214	0	1,597	1,312	90	0	217	0	1,619	1,327
City of Marathon	-	-	-	-	-	-	-	-	-	3,008
City of Key West (p)	2,256	555	17,365	2,266	12,097	293	2,272	556	17,483	2,280

COUNTY TOTAL (q)	9,251	2,518	71,454	24,723	21,939	13,543	9,332	2,521	72,058	24,860
------------------	-------	-------	--------	--------	--------	--------	-------	-------	--------	--------

1	65	66	67	68	69	70	71	72	73	74	75
PAED	Peak Number of People Staying in Hotel and Motel Rooms During 2000	2000 Peak Number of Persons Staying in RVs or Campsites	2000 Peak Number of Persons Staying with Friends and Relatives (sh)	2000 Peak Number of People on Liveboard Vessels	TOTAL 2000 PEAK SEASONAL POPULATION (64 + 65 + 66 + 67 + 68)	Peak Number of Persons Staying in Seasonal Dwelling Units During 2001	Peak Number of People Staying in Hotel and Motel Rooms During 2001	2001 Peak Number of Persons Staying in RVs or Campsites	2001 Peak Number of Persons Staying with Friends and Relatives (sh)	2001 Peak Number of People on Liveboard Vessels	TOTAL 2001 PEAK SEASONAL POPULATION (70 + 71 + 72 + 73 + 74)

Lower Keys

1	0	600	111	452	1,283	120	0	600	112	452	1,284
2	82	495	152	146	1,282	408	82	495	153	146	1,284
3	129	1,089	232	0	1,731	284	129	1,089	233	0	1,734
4a	249	276	422	33	3,178	2,225	249	276	426	33	3,209
4b	0	0	3	0	23	20	0	0	3	0	24
5	129	1,268	415	195	3,289	1,294	129	1,268	417	195	3,304
8	0	1,630	253	0	1,883	0	0	1,630	253	0	1,883
Subtotal	589	5,358	1,589	826	12,669	4,351	589	5,358	1,596	827	12,721

Middle Keys

7	-	-	-	-	-	-	-	-	-	-	-
8	-	-	-	-	-	-	-	-	-	-	-
9	-	-	-	0	-	-	-	-	-	0	-
10	521	0	112	0	835	203	578	0	121	0	902
11	94	1,147	270	0	2,011	504	94	1,147	270	0	2,015
12a	-	-	-	-	-	-	-	-	-	-	-
12b	-	-	-	-	-	-	-	-	-	-	-
13	-	-	-	-	-	-	-	-	-	-	-
Subtotal	615	1,147	382	0	2,846	708	672	1,147	392	0	2,917

Upper Keys

14	-	-	-	-	-	-	-	-	-	-	-
15	235	0	231	36	1,759	1,266	235	0	233	36	1,770
16	690	1,072	611	3	4,554	2,180	690	1,072	611	3	4,556
17	1,151	0	344	117	2,683	1,080	1,151	0	346	117	2,694
18	625	1,912	615	0	4,580	1,434	625	1,912	615	0	4,586
19-20 (g)	195	757	320	13	2,400	1,119	195	757	321	13	2,405
21	333	119	390	195	3,101	2,071	333	119	391	195	3,109
22	0	0	0	104	104	0	0	0	0	104	104
Subtotal	3,229	3,860	2,511	468	19,180	9,150	3,229	3,860	2,517	469	19,224

TOTAL	4,433	10,365	4,482	1,294	34,696	14,208	4,490	10,365	4,505	1,296	34,863
-------	-------	--------	-------	-------	--------	--------	-------	--------	-------	-------	--------

Village of Islamorada	3,017	415	1,158	13	8,644	4,057	3,017	415	1,161	13	8,662
City of Laysan	56	0	22	0	163	86	56	0	22	0	165
City of Key Colony B.	94	0	220	0	1,641	1,341	94	0	222	0	1,657
City of Marathon	2,766	2,471	1,278	659	10,182	3,018	2,766	2,471	1,280	660	10,195
City of Key West (p)	12,673	293	2,363	556	18,165	2,293	12,673	293	2,365	557	18,182

COUNTY TOTAL (q)	23,040	13,544	9,524	2,522	73,491	25,003	23,096	13,544	9,555	2,525	73,723
------------------	--------	--------	-------	-------	--------	--------	--------	--------	-------	-------	--------

Peak Seasonal Population

1	76	77	78	79	80	81	82	83	84	85
PAED	Peak Number of Persons Staying in Seasonal Dwelling Units During 2002	Peak Number of People Staying in Hotel and Motel Rooms During 2002	2002 Peak Number of Persons Staying in RVs or Campsites	2002 Peak Number of Persons Staying with Relatives (eh)	2002 Peak Number of People on Livaboard Vessels	TOTAL 2002 PEAK SEASONAL POPULATION (76 + 77 + 78 + 79 + 80)	Peak Number of Persons Staying in Seasonal Dwelling Units During 2003	Peak Number of People Staying in Hotel and Motel Rooms During 2003	2003 Peak Number of Persons Staying in RVs or Campsites	2003 Peak Number of Persons Staying with Relatives (eh)
Lower Keys										
1	120	0	600	112	453	1,284	120	0	600	112
2	410	82	495	153	147	1,286	411	82	495	153
3	287	129	1,089	233	0	1,738	290	129	1,089	234
4a	2,251	249	276	430	33	3,239	2,278	249	276	434
4b	21	0	0	3	0	24	22	0	0	3
5	1,306	129	1,268	419	196	3,318	1,318	129	1,268	421
6	0	0	1,630	253	0	1,883	0	0	1,630	253
Subtotal	4,395	589	5,358	1,603	828	12,773	4,438	589	5,358	1,610
Middle Keys										
7	-	-	-	-	-	-	-	-	-	-
8	-	-	-	-	-	-	-	-	-	-
9	-	-	-	-	0	-	-	-	-	-
10	206	634	0	130	0	970	208	634	0	130
11	508	94	1,147	271	0	2,019	511	94	1,147	272
12a	-	-	-	-	-	-	-	-	-	-
12b	-	-	-	-	-	-	-	-	-	-
13	-	-	-	-	-	-	-	-	-	-
Subtotal	713	728	1,147	401	0	2,989	719	728	1,147	402
Upper Keys										
14	-	-	-	-	-	-	-	-	-	-
15	1,276	235	0	234	36	1,781	1,285	235	0	236
16	2,182	690	1,072	611	3	4,559	2,185	742	1,072	620
17	1,089	1,151	0	347	117	2,704	1,098	1,151	0	348
18	1,439	625	1,912	616	0	4,592	1,444	625	1,912	817
19-20 (g)	1,124	195	757	322	13	2,411	1,129	195	757	323
21	2,078	333	119	392	196	3,118	2,085	333	119	393
22	0	0	0	0	104	104	0	0	0	0
Subtotal	9,188	3,229	3,860	2,523	469	19,269	9,225	3,280	3,860	2,537
TOTAL	14,295	4,546	10,365	4,527	1,297	35,030	14,383	4,598	10,365	4,549
Village of Islamorada	4,073	3,017	415	1,163	13	8,680	4,088	3,017	415	1,166
City of Layton	87	56	0	22	0	166	88	56	0	22
City of Key Colony B.	1,355	94	0	225	0	1,674	1,370	94	0	227
City of Marathon	3,029	2,766	2,471	1,281	661	10,208	3,039	2,766	2,471	1,283
City of Key West (p)	2,307	12,673	293	2,367	557	18,198	2,316	12,673	293	2,369
COUNTY TOTAL (q)	25,146	23,153	13,544	9,586	2,527	73,956	25,284	23,204	13,544	9,615

1	86	87	88	89	90	91	92	93	94	95
PAED	2003 Peak Number of People on Livesboard Vessels	TOTAL 2003 PEAK SEASONAL POPULATION (82 + 83 + 84 + 85 + 86)	Peak Number of Persons Staying In Seasonal Dwelling Units During 2004	Peak Number of People Staying In Hotel and Motel Rooms During 2004 (ea)	2004 Peak Number of Persons Staying in RVs or Campsites	2004 Peak Number of Persons Staying with Friends and Relatives (eh)	2004 Peak Number of People on Livesboard Vessels	TOTAL 2004 PEAK SEASONAL POPULATION (88 + 89 + 90 + 91 + 92)	Peak Number of Persons Staying In Seasonal Dwelling Units During 2005 (o)	Peak Number of People Staying In Hotel and Motel Rooms During 2005 (ee)

Lower Keys

1	453	1,285	121	0	600	112	454	1,286	121	0
2	147	1,288	414	82	495	154	147	1,291	415	82
3	0	1,741	294	129	1,089	234	0	1,746	298	129
4a	33	3,270	2,319	249	276	441	33	3,318	2,359	249
4b	0	25	22	0	0	3	0	26	23	0
5	196	3,332	1,335	129	1,268	424	196	3,352	1,352	129
6	0	1,883	0	0	1,630	253	0	1,883	0	0
Subtotal	828	12,824	4,506	589	5,356	1,620	829	12,903	4,570	589

Middle Keys

7	-	-	-	-	-	-	-	-	-	-
8	-	-	-	-	-	-	-	-	-	-
9	0	-	-	-	-	-	0	-	-	-
10	0	972	210	634	0	131	0	975	212	634
11	0	2,023	514	94	1,147	272	0	2,027	517	94
12a	-	-	-	-	-	-	-	-	-	-
12b	-	-	-	-	-	-	-	-	-	-
13	-	-	-	-	-	-	-	-	-	-
Subtotal	0	2,995	724	3,494	1,147	403	0	3,002	729	3,494

Upper Keys

14	-	-	-	-	-	-	-	-	-	-
15	36	1,792	1,301	235	0	238	36	1,810	1,316	235
16	3	4,622	2,190	742	1,072	621	3	4,627	2,192	742
17	117	2,714	1,117	1,151	0	351	118	2,736	1,135	1,151
18	0	4,598	1,454	625	1,912	619	0	4,609	1,463	625
19-20 (g)	13	2,417	1,139	195	757	324	13	2,429	1,149	195
21	196	3,126	2,099	333	119	395	196	3,142	2,110	333
22	104	104	0	0	0	0	104	104	0	0
Subtotal	470	19,372	9,299	3,280	3,860	2,548	470	19,458	9,365	3,280

TOTAL	1,298	35,192	14,529	7,364	10,365	4,571	1,299	35,362	14,663	7,364
-------	-------	--------	--------	-------	--------	-------	-------	--------	--------	-------

Village of Islamorada	13	8,689	4,106	3,017	415	1,168	13	8,719	4,120	3,017
City of Laysan	0	167	89	56	0	23	0	168	90	56
City of Key Colony B.	0	1,690	1,384	94	0	229	0	1,707	1,398	94
City of Marathon	661	10,221	3,048	2,766	2,471	1,284	662	10,231	3,053	2,766
City of Key West (p)	558	18,209	2,325	11,914	293	2,252	558	17,343	2,334	11,914

COUNTY TOTAL (q)	2,530	74,177	25,481	25,211	13,544	9,528	2,533	73,531	25,658	25,211
------------------	-------	--------	--------	--------	--------	-------	-------	--------	--------	--------

Peak Seasonal Population

1	96	97	98	99	100	101	102	103	104	105
PAED	2005 Peak Number of Persons Staying in RVs or Campsites	2005 Peak Number of Persons Staying with Friends and Relatives (eh)	2005 Peak Number of Persons on Liveboard Vessels	TOTAL 2005 PEAK POPULATION (94 + 95 + 96 + 97 + 98)	Peak Number of Persons Staying in Seasonal Dwelling Units During 2006 (o)	Peak Number of People Staying in Hotel and Motel Rooms During 2006 (es)	2006 Peak Number of Persons Staying in RVs or Campsites	2006 Peak Number of Persons Staying with Friends and Relatives (eh)	2006 Peak Number of Persons on Liveboard Vessels	TOTAL 2006 PEAK POPULATION (100 + 101 + 102 + 103 + 104)

Lower Keys

1	600	112	454	1,287	121	0	600	112	455	1,287
2	495	154	147	1,293	417	82	495	154	147	1,295
3	1,089	235	0	1,751	302	129	1,089	236	0	1,756
4a	276	447	33	3,364	2,398	249	276	453	33	3,409
4b	0	4	0	27	24	0	0	4	0	28
5	1,268	426	196	3,372	1,367	129	1,268	429	196	3,389
6	1,630	253	0	1,883	0	0	1,630	253	0	1,883
Subtotal	5,358	1,630	630	12,977	4,630	589	5,358	1,639	831	13,048

Middle Keys

7	-	-	-	-	-	-	-	-	-	-
8	-	-	-	-	-	-	-	-	-	-
9	-	-	0	-	-	-	-	-	0	-
10	0	131	0	977	213	634	0	131	0	979
11	1,147	272	0	2,030	519	94	1,147	273	0	2,033
12a	-	-	-	-	-	-	-	-	-	-
12b	-	-	-	-	-	-	-	-	-	-
13	-	-	-	-	-	-	-	-	-	-
Subtotal	1,147	404	0	3,007	733	3,494	1,147	404	0	3,011

Upper Keys

14	-	-	-	-	-	-	-	-	-	-
15	0	240	36	1,827	1,330	235	0	242	36	1,843
16	1,072	621	3	4,631	2,193	742	1,072	621	3	4,632
17	0	354	118	2,757	1,152	1,151	0	357	118	2,778
18	1,912	620	0	4,620	1,470	625	1,912	621	0	4,628
19-20 (g)	757	326	13	2,439	1,157	195	757	327	13	2,449
21	119	397	196	3,156	2,120	333	119	399	196	3,167
22	0	0	105	105	0	0	0	0	105	105
Subtotal	3,860	2,558	471	19,534	9,422	3,280	3,860	2,567	471	19,600

TOTAL	10,365	4,592	1,301	35,518	14,784	7,364	10,365	4,611	1,302	35,659
--------------	---------------	--------------	--------------	---------------	---------------	--------------	---------------	--------------	--------------	---------------

Village of Islamorada	415	1,170	13	8,735	4,129	3,017	415	1,172	13	8,746
City of Laysan	0	23	0	169	91	56	0	23	0	170
City of Key Colony B.	0	231	0	1,723	1,410	94	0	233	0	1,737
City of Marathon	2,471	1,285	663	10,238	3,056	2,766	2,471	1,285	663	10,241
City of Key West (p)	293	2,254	559	17,354	2,339	11,914	293	2,255	559	17,360

COUNTY TOTAL (q)	13,544	9,555	2,535	73,737	25,809	25,211	13,544	9,579	2,538	73,914
-------------------------	---------------	--------------	--------------	---------------	---------------	---------------	---------------	--------------	--------------	---------------

1	106	107	108	109	110	111	112	113	114	115
	Peak Number of Persons Staying in Seasonal Dwelling Units During 2007 (o)	Peak Number of People Staying in Hotel and Motel Rooms During 2007	2007 Peak Number of Persons Staying in RVs or Campsites	2007 Peak Number of Persons Staying with Friends and Relatives (ah)	2007 Peak Number of People on Liveboard Vessels	TOTAL 2007 PEAK SEASONAL POPULATION (106 + 107 + 108 + 109 + 110)	Peak Number of Persons Staying in Seasonal Dwelling Units During 2008 (o)	Peak Number of People Staying in Hotel and Motel Rooms During 2008	2008 Peak Number of Persons Staying in RVs or Campsites	2008 Peak Number of Persons Staying with Friends and Relatives (ah)
PAEO	4)									
Lower Keys										
1	121	0	600	112	455	1,289	121	0	601	112
2	418	82	495	154	147	1,297	419	82	496	154
3	306	129	1,090	236	0	1,762	310	129	1,091	237
4a	2,434	249	277	459	33	3,452	2,469	249	277	464
4b	25	0	0	4	0	29	26	0	0	4
5	1,381	129	1,270	431	196	3,407	1,394	129	1,271	433
6	0	0	1,632	253	0	1,885	0	0	1,634	253
Subtotal	4,686	590	5,363	1,649	832	13,121	4,739	591	5,369	1,658
Middle Keys										
7	-	-	-	-	-	-	-	-	-	-
8	-	-	-	-	-	-	-	-	-	-
9	-	-	-	-	0	-	-	-	-	-
10	215	635	0	132	0	981	216	635	0	132
11	521	94	1,148	273	0	2,036	522	94	1,149	274
12a	-	-	-	-	-	-	-	-	-	-
12b	-	-	-	-	-	-	-	-	-	-
13	-	-	-	-	-	-	-	-	-	-
Subtotal	736	729	1,148	405	0	3,017	738	729	1,149	406
Upper Keys										
14	-	-	-	-	-	-	-	-	-	-
15	1,342	235	0	244	36	1,857	1,353	235	0	246
16	2,191	743	1,073	621	3	4,632	2,188	743	1,074	621
17	1,169	1,152	0	360	118	2,798	1,184	1,153	0	362
18	1,476	625	1,914	622	0	4,638	1,481	626	1,916	624
19-20 (g)	1,164	195	758	328	13	2,458	1,169	195	759	329
21	2,127	334	119	400	196	3,176	2,133	334	119	401
22	0	0	0	0	105	105	0	0	0	0
Subtotal	9,469	3,284	3,864	2,576	472	19,664	9,508	3,287	3,868	2,583
TOTAL	14,891	4,602	10,375	4,630	1,303	35,802	14,985	4,607	10,386	4,647
Village of Islamorada	4,134	3,020	415	1,173	13	8,756	4,136	3,023	416	1,174
City of Lorton	92	56	0	23	0	171	93	56	0	23
City of Key Colony B.	1,421	94	0	235	0	1,750	1,431	94	0	236
City of Marathon	3,055	2,769	2,473	1,286	664	10,247	3,051	2,772	2,476	1,286
City of Key West (p)	2,345	11,926	293	2,257	560	17,381	2,350	11,938	293	2,260
COUNTY TOTAL (q)	25,938	22,467	13,558	9,604	2,540	74,108	26,045	22,490	13,571	9,626

Peak Seasonal Population

1	116	117	118	119	120	121	122	123	124	125
PAED	2008 Peak Number of People on Liveboard Vessels	TOTAL 2008 PEAK SEASONAL POPULATION (112 + 113 + 114 + 115 + 116)	Peak Number of Persons Staying In Seasonal Dwelling Units During 2008 (o)	Peak Number of People Staying In Hotel and Motel Rooms During 2009	2009 Peak Number of Persons Staying in RVs or Campsites	2009 Peak Number of Persons Staying with Friends and Relatives (ah)	2009 Peak Number of Liveboard Vessels	TOTAL 2009 PEAK SEASONAL POPULATION (118 + 119 + 120 + 121 + 122)	Peak Number of Persons Staying In Seasonal Dwelling Units During 2010 (o)	Peak Number of People Staying In Hotel and Motel Rooms During 2010
Lower Keys										
1	456	1,290	121	0	601	112	456	1,291	121	0
2	148	1,299	419	82	496	155	148	1,300	419	83
3	0	1,767	313	130	1,092	238	0	1,772	316	130
4a	33	3,492	2,502	250	277	469	33	3,531	2,533	250
4b	0	30	27	0	0	4	0	31	28	0
5	197	3,424	1,406	130	1,272	435	197	3,439	1,416	130
6	0	1,887	0	0	1,635	253	0	1,889	0	0
Subtotal	833	13,189	4,788	591	5,374	1,667	833	13,253	4,832	592
Middle Keys										
7	-	-	-	-	-	-	-	-	-	-
8	-	-	-	-	-	-	-	-	-	-
9	0	-	-	-	-	-	0	-	-	-
10	0	983	217	636	0	132	0	985	218	637
11	0	2,039	523	94	1,150	274	0	2,041	523	94
12a	-	-	-	-	-	-	-	-	-	-
12b	-	-	-	-	-	-	-	-	-	-
13	-	-	-	-	-	-	-	-	-	-
Subtotal	0	3,022	740	730	1,150	408	0	3,026	741	731
Upper Keys										
14	-	-	-	-	-	-	-	-	-	-
15	36	1,871	1,363	236	0	248	36	1,882	1,372	236
16	3	4,630	2,192	744	1,075	620	3	4,825	2,174	745
17	118	2,817	1,199	1,154	0	365	118	2,836	1,212	1,155
18	0	4,647	1,484	626	1,918	624	0	4,653	1,486	627
19-20 (g)	13	2,465	1,174	195	759	330	13	2,472	1,178	196
21	197	3,183	2,136	334	119	401	197	3,188	2,137	335
22	105	105	0	0	0	0	105	105	0	0
Subtotal	472	19,718	9,538	3,290	3,872	2,588	473	19,781	9,558	3,293
TOTAL	1,305	35,929	15,065	4,611	10,396	4,661	1,306	36,040	15,131	4,616
Village of Islamorada	13	8,761	4,133	3,026	416	1,174	13	8,762	4,126	3,029
City of Lorton	0	172	93	57	0	23	0	173	94	57
City of Key Colony B.	0	1,761	1,439	94	0	238	0	1,771	1,446	94
City of Marathon	665	10,250	3,044	2,774	2,478	1,286	665	10,249	3,035	2,777
City of Key West (p)	561	17,402	2,355	11,950	294	2,263	561	17,423	2,361	11,962
COUNTY TOTAL (q)	2,543	74,275	26,130	22,512	13,585	9,645	2,545	74,417	26,192	22,535

1	126	127	128	129	130	131	132	133	134	135
PAED	2010 Peak Number of Persons Staying in RVs or Campsites	2010 Peak Number of Persons Staying with Friends and Relatives (ah)	2010 Peak Number of Persons on Livesboard Vessels	TOTAL 2010 PEAK SEASONAL POPULATION (124 + 125 + 126 + 127 + 128)	Peak Number of Persons Staying in Seasonal Dwelling Units During 2011 (o)	Peak Number of People Staying in Hotel and Motel Rooms During 2011	2011 Peak Number of Persons Staying in RVs or Campsites	2011 Peak Number of Persons Staying with Friends and Relatives (ah)	2011 Peak Number of Persons on Livesboard Vessels	TOTAL 2011 PEAK SEASONAL POPULATION (130 + 131 + 132 + 133 + 134)

Lower Keys

1	602	112	457	1,291	120	0	603	112	457	1,292
2	497	155	148	1,300	418	83	497	155	148	1,300
3	1,093	239	0	1,777	319	130	1,094	239	0	1,782
4a	277	474	33	3,567	2,561	250	278	479	33	3,601
4b	0	4	0	33	29	0	0	5	0	34
5	1,273	437	197	3,453	1,425	130	1,275	439	197	3,465
6	1,637	254	0	1,891	0	0	1,639	254	0	1,892
Subtotal	5,379	1,675	834	13,312	4,872	592	5,385	1,682	835	13,366

Middle Keys

7	-	-	-	-	-	-	-	-	-	-
8	-	-	-	-	-	-	-	-	-	-
9	-	-	0	-	-	-	-	-	0	-
10	0	132	0	987	219	637	0	133	0	988
11	1,151	274	0	2,043	523	94	1,153	274	0	2,044
12a	-	-	-	-	-	-	-	-	-	-
12b	-	-	-	-	-	-	-	-	-	-
13	-	-	-	-	-	-	-	-	-	-
Subtotal	1,151	407	0	3,030	741	732	1,153	407	0	3,032

Upper Keys

14	-	-	-	-	-	-	-	-	-	-
15	0	249	36	1,893	1,379	236	0	250	36	1,901
16	1,076	619	3	4,618	2,163	746	1,078	618	3	4,608
17	0	367	118	2,853	1,225	1,156	0	369	118	2,869
18	1,920	625	0	4,658	1,486	628	1,922	626	0	4,661
19-20 (g)	760	331	13	2,477	1,180	196	761	331	13	2,481
21	119	402	197	3,190	2,136	335	119	402	197	3,189
22	0	0	105	105	0	0	0	0	105	105
Subtotal	3,876	2,593	473	19,793	9,569	3,297	3,880	2,596	473	19,815

TOTAL	10,407	4,674	1,307	36,135	15,183	4,621	10,417	4,684	1,309	36,213
--------------	---------------	--------------	--------------	---------------	---------------	--------------	---------------	--------------	--------------	---------------

Village of Islamorada	417	1,174	13	8,758	4,115	3,032	417	1,172	13	8,749
City of Laysan	0	23	0	174	94	57	0	23	0	174
City of Key Colony B.	0	239	0	1,779	1,451	94	0	240	0	1,785
City of Marathon	2,481	1,285	666	10,244	3,022	2,780	2,483	1,284	667	10,236
City of Key West (p)	294	2,266	562	17,444	2,366	11,974	294	2,268	562	17,465

COUNTY TOTAL (q)	13,598	9,660	2,548	74,533	26,231	22,557	13,612	9,672	2,550	74,622
-------------------------	---------------	--------------	--------------	---------------	---------------	---------------	---------------	--------------	--------------	---------------

Peak Seasonal Population

1	136	137	138	139	140	141	142	143	144	145
PAED	Peak Number of Persons Staying in Seasonal Dwelling Units During 2012 (a)	Peak Number of People Staying in Hotel and Motel Rooms During 2012	2012 Peak Number of Persons Staying in RVs or Campsites	2012 Peak Number of Persons Staying with Friends and Relatives (ah)	2012 Peak Number of Persons on Livaboards Vessels	TOTAL 2012 PEAK SEASONAL POPULATION (136 + 137 + 138 + 139 + 140)	Peak Number of Persons Staying in Seasonal Dwelling Units During 2013 (a)	Peak Number of People Staying in Hotel and Motel Rooms During 2013	2013 Peak Number of Persons Staying in RVs or Campsites	2013 Peak Number of Persons Staying with Friends and Relatives (ah)
Lower Keys										
1	120	0	603	112	457	1,293	119	0	604	112
2	417	83	498	155	148	1,300	415	83	498	154
3	321	130	1,095	240	0	1,786	323	130	1,096	240
4a	2,588	250	278	483	33	3,632	2,612	251	278	487
4b	30	0	0	5	0	35	31	0	0	5
5	1,432	130	1,276	440	197	3,476	1,438	130	1,277	441
6	0	0	1,640	254	0	1,894	0	0	1,642	254
Subtotal	4,908	593	5,390	1,688	836	13,415	4,939	594	5,388	1,694
Middle Keys										
7	-	-	-	-	-	-	-	-	-	-
8	-	-	-	-	-	-	-	-	-	-
9	-	-	-	-	0	-	-	-	-	-
10	219	638	0	133	0	990	219	638	0	133
11	522	94	1,154	274	0	2,044	520	95	1,155	274
12a	-	-	-	-	-	-	-	-	-	-
12b	-	-	-	-	-	-	-	-	-	-
13	-	-	-	-	-	-	-	-	-	-
Subtotal	741	732	1,154	407	0	3,034	739	733	1,155	407
Upper Keys										
14	-	-	-	-	-	-	-	-	-	-
15	1,385	236	0	251	36	1,909	1,390	236	0	252
16	2,151	746	1,079	616	3	4,596	2,137	747	1,080	614
17	1,236	1,157	0	371	118	2,883	1,247	1,159	0	373
18	1,485	628	1,924	626	0	4,663	1,482	629	1,928	626
19-20 (g)	1,181	196	762	332	13	2,484	1,181	196	762	332
21	2,133	335	120	401	197	3,187	2,128	336	120	400
22	0	0	0	0	105	105	0	0	0	0
Subtotal	9,571	3,300	3,884	2,597	474	19,826	9,564	3,303	3,887	2,597
TOTAL	15,220	4,625	10,427	4,692	1,310	36,275	15,242	4,630	10,438	4,598
Village of Islamorada	4,099	3,035	417	1,171	13	8,735	4,080	3,038	418	1,168
City of Laysan	94	57	0	23	0	175	95	57	0	23
City of Key Colony B.	1,455	94	0	240	0	1,790	1,458	95	0	241
City of Marathon	3,006	2,783	2,486	1,283	667	10,224	2,987	2,785	2,488	1,280
City of Key West (p)	2,372	11,986	295	2,271	563	17,486	2,377	11,998	295	2,274
COUNTY TOTAL (q)	26,246	22,580	13,625	9,680	2,553	74,685	26,239	22,602	13,639	9,684

1	146	147	148	149	150	151	152	153	154	155
PAED	2013 Peak Number of People on Liveboard Vessels	TOTAL 2013 PEAK SEASONAL POPULATION (142 + 143 + 144 + 145 + 146)	Peak Number of Persons Staying in Seasonal Dwelling Units During 2014 (o)	Peak Number of People Staying in Hotel and Motel Rooms During 2014	2014 Peak Number of Persons Staying in RVs or Campsites	2014 Peak Number of Persons Staying with Friends and Relatives (ah)	2014 Peak Number of People on Liveboard Vessels	TOTAL 2014 PEAK SEASONAL POPULATION (148 + 149 + 150 + 151 + 152)	Peak Number of Persons Staying in Seasonal Dwelling Units During 2015 (o)	Peak Number of People Staying in Hotel and Motel Rooms During 2015

Lower Keys

1	458	1,293	118	0	604	112	458	1,293	117	0
2	148	1,299	414	83	499	154	148	1,298	411	83
3	0	1,790	325	130	1,097	241	0	1,793	327	130
4a	33	3,660	2,633	251	279	490	33	3,686	2,652	251
4b	0	36	32	0	0	5	0	37	33	0
5	198	3,484	1,443	130	1,279	442	198	3,492	1,446	130
6	0	1,896	0	0	1,643	255	0	1,898	0	0
Subtotal	837	13,459	4,968	594	5,401	1,699	838	13,497	4,987	595

Middle Keys

7	-	-	-	-	-	-	-	-	-	-
8	-	-	-	-	-	-	-	-	-	-
9	0	-	-	-	-	-	0	-	-	-
10	0	990	219	639	0	133	0	991	219	640
11	0	2,044	518	95	1,156	274	0	2,043	516	95
12a	-	-	-	-	-	-	-	-	-	-
12b	-	-	-	-	-	-	-	-	-	-
13	-	-	-	-	-	-	-	-	-	-
Subtotal	0	3,035	738	734	1,156	407	0	3,034	735	734

Upper Keys

14	-	-	-	-	-	-	-	-	-	-
15	36	1,914	1,393	237	0	253	36	1,918	1,395	237
16	3	4,581	2,120	748	1,081	612	3	4,564	2,102	749
17	119	2,897	1,256	1,160	0	374	119	2,909	1,264	1,161
18	0	4,662	1,478	630	1,928	625	0	4,660	1,472	630
19-20 (g)	13	2,485	1,180	196	763	332	13	2,484	1,178	197
21	198	3,181	2,120	336	120	399	198	3,173	2,111	336
22	105	105	0	0	0	0	106	108	0	0
Subtotal	474	19,826	9,547	3,307	3,891	2,595	475	19,815	9,521	3,310

TOTAL	1,311	36,319	15,250	4,634	10,448	4,702	1,313	36,347	15,243	4,639
--------------	--------------	---------------	---------------	--------------	---------------	--------------	--------------	---------------	---------------	--------------

Village of Islamorada	13	8,717	4,057	3,041	418	1,165	13	8,694	4,030	3,044
City of Laysan	0	175	95	57	0	24	0	175	95	57
City of Key Colony B.	0	1,793	1,459	95	0	241	0	1,794	1,459	95
City of Marathon	668	10,210	2,966	2,788	2,491	1,278	669	10,191	2,941	2,791
City of Key West (p)	563	17,507	2,382	12,010	295	2,277	564	17,528	2,388	12,022

COUNTY TOTAL (q)	2,555	74,720	26,208	22,625	13,653	9,685	2,558	74,730	26,155	22,648
-------------------------	--------------	---------------	---------------	---------------	---------------	--------------	--------------	---------------	---------------	---------------

1	156	157	158	159
PAED	2015 Peak Number of Persons Staying in RVs or Campsites	2015 Peak Number of Persons Staying with Friends and Relatives (ah)	2015 Peak Number of People on Liveboard Vessels	TOTAL 2015 PEAK SEASONAL POPULATION (154 + 155 + 156 + 157 + 158)

Lower Keys

1	605	112	459	1,293
2	499	154	149	1,296
3	1,099	241	0	1,797
4a	279	493	33	3,709
4b	0	5	0	38
5	1,280	443	198	3,497
6	1,645	255	0	1,900
Subtotal	5,406	1,703	838	13,530

Middle Keys

7	-	-	-	-
8	-	-	-	-
9	-	-	0	-
10	0	133	0	992
11	1,157	274	0	2,042
12a	-	-	-	-
12b	-	-	-	-
13	-	-	-	-
Subtotal	1,157	407	0	3,034

Upper Keys

14	-	-	-	-
15	0	253	36	1,921
16	1,082	609	3	4,545
17	0	376	119	2,919
18	1,929	625	0	4,657
19-20 (g)	764	331	13	2,483
21	120	398	198	3,163
22	0	0	106	106
Subtotal	3,895	2,592	475	19,793

TOTAL	10,459	4,703	1,314	36,357
--------------	---------------	--------------	--------------	---------------

Village of Islamorada	419	1,161	13	8,667
City of Laysan	0	24	0	175
City of Key Colony B.	0	241	0	1,794
City of Marathon	2,493	1,275	669	10,170
City of Key West (p)	296	2,279	564	17,549

COUNTY TOTAL (q)	13,666	9,683	2,561	74,712
-------------------------	---------------	--------------	--------------	---------------



Monroe County Planning Department

Appendix 6

Peak Population in Seasonal Residences by PAED from 1990 to 2015

Peak Number of People in Seasonal Residences

1	2	3	4	5	6	7	8	9	10	11
PAED	1990 Census Tract (e)	1990 Census Block Groups	April 1, 1990 Total Number of Seasonal Housing Units (t)	December 31, 1990 Total Number of Seasonal Housing Units (e)	Peak Number of Persons per Party Staying in a Seasonal Dwelling Unit (i)	Peak Number of Persons Staying in Seasonal Dwelling Units During 1990 (s x e)	December 31, 1991 Total Number of Seasonal Housing Units (e)	Peak Number of Persons Staying in Seasonal Dwelling Units During 1991 (s x e)	December 31, 1992 Total Number of Seasonal Housing Units (e)	Peak Number of Persons Staying in Seasonal Dwelling Units During 1992 (10 x e)
Lower Keys										
1	9718 & 9719 pt.	N/A	43	43	2.67	115	43	116	44	116
2	9717	N/A	142	143	2.67	383	145	388	146	390
3	9716	N/A	86	89	2.67	237	90	241	92	248
4a	9715	N/A	654	674	2.67	1,800	697	1,860	713	1,903
4b	9714 pt.	BG 4 (a)	4	5	2.67	13	5	14	6	15
5	9714 pt.	BG 1,2,3,4,5 (a)	402	416	2.67	1,111	428	1,144	437	1,186
6	9714 pt. & 9713 pt.	9714 BG 1 (b)	0	0	2.67	0	0	0	0	0
Subtotal	-	-	1,331	1,370	2.67	3,659	1,409	3,763	1,437	3,838
Middle Keys										
7	9713, 9712, & 9711	N/A	777	783	2.67	2,091	787	2,102	793	2,116
8	9710 pt.	BG 3 (c)	197	200	2.67	533	202	539	203	542
9	9710 pt.	BG 2 (d)	90	91	2.67	244	92	248	93	248
10	9710 pt.	BG 2 (d)	66	69	2.67	183	70	186	71	189
11	9710 pt.	BG 1 (e)	176	176	2.67	471	176	471	177	472
12a	9709 pt.	BG 5	292	298	2.67	796	307	820	318	849
12b	9709 pt.	BG 1,2 (f)	38	38	2.67	101	41	108	41	108
13	9709 pt.	BG 1,2,3,4 (f)	220	221	2.67	590	224	598	225	602
Subtotal	-	-	1,856	1,876	2.67	5,009	1,999	5,070	1,920	5,128
Upper Keys										
14	9708	N/A	777	796	2.67	2,128	820	2,189	836	2,232
15	9707	N/A	383	411	2.67	1,097	427	1,140	431	1,161
16	9706	N/A	793	794	2.67	2,121	797	2,127	799	2,133
17	9705	N/A	319	329	2.67	879	338	903	347	926
18	9704	N/A	489	493	2.67	1,317	498	1,331	502	1,339
19-20 (g)	9703	N/A	371	377	2.67	1,005	389	1,038	396	1,059
21	9702.98 pt.	BG 1,2,3 (h)	706	717	2.67	1,918	724	1,932	729	1,945
22	9701 pt. & 9702.98 pt.	BG 1 (h)	0	0	2.67	0	0	0	0	0
Subtotal	-	-	3,838	3,918	2.67	10,480	3,993	10,661	4,040	10,786
UNINC. TOTAL										
	-	-	7,025	7,164	2.67	19,128	7,301	19,494	7,396	19,748
Village of Islamorada										
	9709	N/A	-	-	-	-	-	-	-	-
City of Laysan										
	9710	BG 1	28	28	2.67	78	29	77	29	78
City of Key Colony B.										
	9710	BG 3	441	446	2.67	1,192	448	1,197	454	1,212
City of Marathon										
	9710-9713	N/A	-	-	-	-	-	-	-	-
City of Key West (p)										
	9719-9726	N/A	440	737	2.90	2,139	742	2,153	747	2,167
COUNTY TOTAL (q)										
	-	-	7,934	8,376	2.67	22,535	8,520	22,922	8,626	23,205

SEE FINAL PAGE FOR FOOTNOTES

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	
PAED	December 31, 1993 Total Number of Seasonal Housing Units (e)	Peak Number of Persons Staying in Seasonal Dwelling Units During 1993 (12 x e)	December 31, 1994 Total Number of Seasonal Housing Units (e)	Peak Number of Persons Staying in Seasonal Dwelling Units During 1994 (14 x e)	December 31, 1995 Total Number of Seasonal Housing Units (e)	Peak Number of Persons Staying in Seasonal Dwelling Units During 1995 (16 x e)	December 31, 1996 Total Number of Seasonal Housing Units (e)	Peak Number of Persons Staying in Seasonal Dwelling Units During 1996 (18 x e)	December 31, 1997 Total Number of Seasonal Housing Units (e)	Peak Number of Persons Staying in Seasonal Dwelling Units During 1997 (20 x e)											
Lower Keys																					
1	44	116	44	117	44	117	44	118	44	118											
2	147	391	148	395	149	397	150	400	151	402											
3	95	253	97	258	98	262	100	267	101	271											
4a	730	1,949	745	1,990	763	2,038	780	2,083	795	2,123											
4b	6	16	6	17	6	17	7	17	7	19											
5	449	1,198	455	1,216	461	1,232	469	1,253	472	1,260											
8	0	0	0	0	0	0	0	0	0	0											
Subtotal	1,469	3,923	1,495	3,993	1,522	4,063	1,550	4,138	1,570	4,193											
Middle Keys																					
7	796	2,125	799	2,134	803	2,145	806	2,152	809	2,161											
8	205	547	207	552	208	556	210	561	211	564											
9	94	251	94	252	95	254	96	257	97	259											
10	72	192	73	195	73	196	74	196	74	198											
11	177	473	177	473	177	473	184	492	186	497											
12a	322	860	326	871	332	885	335	895	337	900											
12b	41	106	41	108	41	110	41	110	42	111											
13	228	610	229	611	230	613	230	615	231	616											
Subtotal	1,936	5,167	1,946	5,196	1,960	5,233	1,977	5,277	1,987	5,306											
Upper Keys																					
14	847	2,262	857	2,287	865	2,310	871	2,327	883	2,358											
15	445	1,188	459	1,224	460	1,229	464	1,239	465	1,241											
16	801	2,139	805	2,150	808	2,158	811	2,164	812	2,167											
17	363	970	371	989	377	1,007	384	1,025	389	1,038											
18	517	1,380	519	1,386	522	1,394	525	1,402	529	1,412											
19-20 (g)	402	1,075	404	1,080	407	1,086	410	1,094	412	1,099											
21	733	1,957	734	1,961	737	1,969	744	1,988	749	2,000											
22	0	0	0	0	0	0	0	0	0	0											
Subtotal	4,109	10,970	4,149	11,077	4,177	11,164	4,209	11,238	4,238	11,315											
UNINC. TOTAL											7,513	20,060	7,590	20,265	7,659	20,450	7,736	20,654	7,795	20,813	
Village of Islamorada											-	-	-	-	-	-	-	-	-	-	-
City of Lorton											29	78	30	79	30	80	30	81	31	82	82
City of Key Colony B.											462	1,233	465	1,241	472	1,259	474	1,265	478	1,276	1,276
City of Marathon											-	-	-	-	-	-	-	-	-	-	-
City of Key West (p)											752	2,181	757	2,195	761	2,210	766	2,224	771	2,238	2,238
COUNTY TOTAL (q)											8,756	23,553	8,841	23,781	8,922	23,999	9,006	24,224	9,075	24,409	24,409

SEE FINAL PAGE FOR FOOTNOTES

SOURCE: 1990 Census of Population; Monroe County, Lorton, Key Colony Beach, Key West Building Departments; TDC Visitor's Surveys

Peak Number of People in Seasonal Residences

1	22	23	24	25	26	27	28	29	30	31
	December 31, 1998 Total Number of Seasonal Housing Units (e)	Peak Number of Persons Staying in Seasonal Dwelling Units During 1998 (22 x 6)	December 31, 1999 Total Number of Seasonal Housing Units (e)	Peak Number of Persons Staying in Seasonal Dwelling Units During 1999 (24 x 6)	December 31, 2000 Total Number of Seasonal Housing Units (e)	Peak Number of Persons Staying in Seasonal Dwelling Units During 2000 (26 x 6)	December 31, 2001 Total Number of Seasonal Housing Units (e)	Peak Number of Persons Staying in Seasonal Dwelling Units During 2001 (28 x 6)	December 31, 2002 Total Number of Seasonal Housing Units (e)	Peak Number of Persons Staying in Seasonal Dwelling Units During 2002 (30 x 6)
PAED										
Lower Keys										
1	45	119	45	119	45	120	45	120	45	120
2	151	404	152	405	152	407	153	408	153	410
3	103	274	104	278	105	281	106	284	107	287
4a	806	2,153	813	2,172	823	2,198	833	2,225	843	2,251
4b	7	19	7	19	7	20	8	20	8	21
5	474	1,267	475	1,269	480	1,282	485	1,294	489	1,306
6	0	0	0	0	0	0	0	0	0	0
Subtotal	1,587	4,236	1,597	4,263	1,613	4,307	1,629	4,351	1,646	4,395
Middle Keys										
7	812	2,167	814	2,173	-	-	-	-	-	-
8	212	567	213	570	-	-	-	-	-	-
9	97	259	97	260	-	-	-	-	-	-
10	74	198	75	199	75	201	76	203	77	206
11	186	497	186	497	188	501	189	504	190	508
12a	-	-	-	-	-	-	-	-	-	-
12b	-	-	-	-	-	-	-	-	-	-
13	-	-	-	-	-	-	-	-	-	-
Subtotal	1,382	3,690	1,385	3,699	263	702	265	708	267	713
Upper Keys										
14	-	-	-	-	-	-	-	-	-	-
15	466	1,244	467	1,248	471	1,257	474	1,268	478	1,276
16	813	2,172	815	2,175	815	2,177	816	2,180	817	2,182
17	395	1,054	398	1,062	401	1,071	405	1,080	408	1,089
18	531	1,419	533	1,424	535	1,429	537	1,434	539	1,439
19-20 (g)	413	1,104	415	1,109	417	1,114	419	1,119	421	1,124
21	759	2,028	770	2,056	773	2,063	775	2,071	778	2,078
22	0	0	0	0	0	0	0	0	0	0
Subtotal	3,378	9,020	3,399	9,074	3,413	9,112	3,427	9,150	3,441	9,188
UNINC. TOTAL										
	6,347	16,946	6,381	17,036	5,289	14,121	5,321	14,208	5,354	14,295
Village of Islamorada										
	1,497	3,998	1,507	4,025	1,513	4,041	1,519	4,057	1,525	4,073
City of Laysan										
	31	83	31	84	32	85	32	86	33	87
City of Key Colony B.										
	485	1,294	492	1,312	497	1,327	502	1,341	508	1,355
City of Marathon										
	-	-	-	-	1,127	3,008	1,130	3,018	1,134	3,029
City of Key West (p)										
	776	2,252	781	2,268	786	2,280	790	2,293	795	2,307
COUNTY TOTAL (q)										
	9,136	24,572	9,192	24,723	9,243	24,860	9,296	25,003	9,349	25,146

SEE FINAL PAGE FOR FOOTNOTES

1	32	33	34	35	36	37	38	39	40
PAED	December 31, 2003 Total Number of Seasonal Housing Units (e)	Peak Number of Persons Staying in Seasonal Dwelling Units During 2003 (32 x e)	% Increase in Peak Number of Persons in Seasonal Dwellings 1990-1991 [(9 - 7) / 7]	% Increase in Peak Number of Persons in Seasonal Dwellings 1991-1992 [(11 - 9) / 9]	% Increase in Peak Number of Persons in Seasonal Dwellings 1992-1993 [(13 - 11) / 11]	% Increase in Peak Number of Persons in Seasonal Dwellings 1993-1994 [(15 - 13) / 13]	% Increase in Peak Number of Persons in Seasonal Dwellings 1994-1995 [(17 - 15) / 15]	% Increase in Peak Number of Persons in Seasonal Dwellings 1995-1996 [(19 - 17) / 17]	% Increase in Peak Number of Persons in Seasonal Dwellings 1996-1997 [(21 - 19) / 19]

Lower Keys

1	45	120	0.46%	0.36%	0.15%	0.35%	0.15%	0.66%	0.55%
2	154	411	1.24%	0.51%	0.36%	1.08%	0.43%	0.78%	0.49%
3	108	290	1.78%	2.08%	2.58%	2.09%	1.64%	2.02%	1.19%
4a	853	2,276	3.31%	2.31%	2.43%	2.11%	2.42%	2.20%	1.91%
4b	8	22	12.50%	5.56%	7.89%	2.44%	2.38%	2.33%	9.09%
5	494	1,318	2.99%	1.91%	2.78%	1.50%	1.33%	1.67%	0.56%
6	0	0	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
Subtotal	1,662	4,438	2.84%	1.94%	2.29%	1.77%	1.77%	1.85%	1.31%

Middle Keys

7	-	-	0.55%	0.66%	0.43%	0.39%	0.54%	0.33%	0.41%
8	-	-	1.03%	0.68%	0.84%	0.84%	0.83%	0.82%	0.65%
9	-	-	1.19%	0.44%	1.46%	0.43%	0.72%	1.00%	0.85%
10	78	208	1.57%	1.54%	1.71%	1.68%	0.37%	0.18%	0.73%
11	191	511	0.00%	0.24%	0.24%	0.00%	0.00%	3.86%	1.16%
12a	-	-	2.98%	3.56%	1.29%	1.27%	1.68%	1.03%	0.61%
12b	-	-	6.92%	0.00%	0.00%	0.00%	1.44%	0.00%	0.71%
13	-	-	1.24%	0.71%	1.31%	0.10%	0.40%	0.40%	0.10%
Subtotal	269	719	1.21%	1.11%	0.79%	0.56%	0.72%	0.85%	0.54%

Upper Keys

14	-	-	3.00%	1.95%	1.35%	1.08%	1.01%	0.73%	1.36%
15	481	1,285	3.96%	0.94%	3.17%	3.08%	0.41%	0.77%	0.15%
16	818	2,185	0.30%	0.30%	0.25%	0.55%	0.35%	0.30%	0.15%
17	411	1,098	2.79%	2.53%	4.70%	2.02%	1.82%	1.73%	1.27%
18	541	1,444	1.06%	0.64%	3.04%	0.43%	0.62%	0.54%	0.69%
19-20 (g)	423	1,129	3.26%	1.97%	1.52%	0.46%	0.57%	0.74%	0.51%
21	781	2,085	0.86%	0.67%	0.61%	0.18%	0.42%	0.96%	0.59%
22	0	0	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
Subtotal	3,455	9,225	1.92%	1.17%	1.71%	0.97%	0.89%	0.76%	0.68%

UNINC. TOTAL	5,387	14,383	1.91%	1.30%	1.58%	1.02%	0.91%	1.00%	0.77%
--------------	-------	--------	-------	-------	-------	-------	-------	-------	-------

Village of Islamorada	1,531	4,088	-	-	-	-	-	-	-
City of Lorton	33	88	2.04%	0.67%	0.66%	1.32%	1.30%	0.64%	1.27%
City of Key Colony B.	513	1,370	0.43%	1.28%	1.69%	0.66%	1.48%	0.49%	0.81%
City of Marathon	1,138	3,039	-	-	-	-	-	-	-
City of Key West (p)	798	2,316	0.66%	0.66%	0.65%	0.65%	0.64%	0.64%	0.64%

COUNTY TOTAL (q)	9,400	25,284	1.72%	1.24%	1.50%	0.97%	0.92%	0.94%	0.76%
------------------	-------	--------	-------	-------	-------	-------	-------	-------	-------

SEE FINAL PAGE FOR FOOTNOTES

SOURCE: 1990 Census of Population; Monroe County, Lorton, Key Colony Beach, Key West Building Departments; TDC Visitor's Surveys

Peak Number of People in Seasonal Residences

1	41	42	43	44	45	46	47	48
	% Increase In Peak Number of Persons In Seasonal Dwellings 1997-1998 [(23 - 21) / 21]	% Increase In Peak Number of Persons In Seasonal Dwellings 1998-1999 [(25 - 23) / 23]	% Increase In Peak Number of Persons In Seasonal Dwellings 1999-2000 [(27 - 25) / 25]	% Increase In Peak Number of Persons In Seasonal Dwellings 2000-2001 [(29 - 27) / 27]	% Increase In Peak Number of Persons In Seasonal Dwellings 2001-2002 [(31 - 29) / 29]	% Increase In Peak Number of Persons In Seasonal Dwellings 2002-2003 [(33 - 31) / 31]	Mean Average Percent Increase from 1990 to 2003 [(34+35+36+37+38+39+ 40+41+42+43+44+45+46) / # of Observations]	Peak Number of Persons Staying In Seasonal Dwelling Units During 2004 [33 + (33 x 47)]
PAED								
Lower Keys								
1	0.50%	0.25%	0.24%	0.24%	0.23%	0.23%	0.34%	121
2	0.49%	0.21%	0.39%	0.39%	0.39%	0.39%	0.55%	414
3	1.37%	1.25%	1.07%	1.06%	1.05%	1.04%	1.56%	294
4a	1.42%	0.89%	1.21%	1.20%	1.19%	1.17%	1.83%	2,319
4b	2.08%	0.00%	2.78%	2.71%	2.63%	2.57%	4.23%	22
5	0.56%	0.21%	0.96%	0.95%	0.94%	0.93%	1.33%	1,335
6	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0
Subtotal	1.04%	0.62%	1.03%	1.02%	1.01%	1.00%	1.60%	4,506
Middle Keys								
7	0.29%	0.26%	-	-	-	-	-	-
8	0.49%	0.48%	-	-	-	-	-	-
9	0.28%	0.14%	-	-	-	-	-	-
10	0.36%	0.36%	1.08%	1.07%	1.05%	1.05%	0.98%	210
11	0.00%	0.00%	0.69%	0.68%	0.68%	0.67%	0.63%	514
12a	-	-	-	-	-	-	-	-
12b	-	-	-	-	-	-	-	-
13	-	-	-	-	-	-	-	-
Subtotal	0.30%	0.25%	0.73%	0.79%	0.79%	0.78%	0.72%	724
Upper Keys								
14	-	-	-	-	-	-	-	-
15	0.30%	0.25%	0.76%	0.75%	0.75%	0.74%	1.23%	1,301
16	0.20%	0.15%	0.11%	0.11%	0.11%	0.11%	0.23%	2,190
17	1.52%	0.83%	0.83%	0.83%	0.82%	0.81%	1.73%	1,117
18	0.49%	0.38%	0.35%	0.35%	0.35%	0.34%	0.71%	1,454
19-20 (g)	0.39%	0.50%	0.45%	0.45%	0.45%	0.44%	0.90%	1,139
21	1.42%	1.40%	0.35%	0.35%	0.35%	0.35%	0.65%	2,099
22	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0
Subtotal	0.70%	0.60%	0.42%	0.42%	0.41%	0.41%	0.84%	9,299
UNINC. TOTAL	0.70%	0.53%	0.59%	0.62%	0.61%	0.61%	0.94%	14,529
Village of Islamorada	0.33%	0.69%	0.39%	0.39%	0.39%	0.39%	0.43%	4,106
City of Laysan	1.26%	1.24%	1.23%	1.21%	1.20%	1.18%	1.17%	89
City of Key Colony B.	1.44%	1.42%	1.09%	1.08%	1.07%	1.06%	1.08%	1,384
City of Marathon	-	-	0.06%	0.35%	0.35%	0.35%	0.28%	3,048
City of Key West (p)	0.62%	0.61%	0.61%	0.60%	0.60%	0.58%	0.61%	2,325
COUNTY TOTAL (g)	0.67%	0.61%	0.56%	0.57%	0.57%	0.55%	0.89%	25,481

SEE FINAL PAGE FOR FOOTNOTES

SOURCE: 1990 Census of Population; Monroe County; Laidlaw; Key Colony Beach; Key West; Building Permits; TRM; Village Census

1	49	50	51	52	53	54	55	56
PAED	Peak Number of Persons Staying in Seasonal Dwelling Units During 2006 (o) 48 + (48 x (47 - 0.10%))	Peak Number of Persons Staying in Seasonal Dwelling Units During 2006 (o) 49 + (49 x (47 - 0.20%))	Peak Number of Persons Staying in Seasonal Dwelling Units During 2007 (o) 50 + (50 x (47 - 0.30%))	Peak Number of Persons Staying in Seasonal Dwelling Units During 2008 (o) 51 + (51 x (47 - 0.40%))	Peak Number of Persons Staying in Seasonal Dwelling Units During 2008 (o) 52 + (52 x (47 - 0.50%))	Peak Number of Persons Staying in Seasonal Dwelling Units During 2010 (o) 53 + (53 x (47 - 0.60%))	Peak Number of Persons Staying in Seasonal Dwelling Units During 2011 (o) 54 + (54 x (47 - 0.70%))	Peak Number of Persons Staying in Seasonal Dwelling Units During 2012 (o) 55 + (55 x (47 - 0.80%))

Lower Keys

1	121	121	121	121	121	121	120	120
2	416	417	418	419	419	419	418	417
3	298	302	306	310	313	316	319	321
4a	2,359	2,398	2,434	2,469	2,502	2,533	2,561	2,588
4b	23	24	25	26	27	28	29	30
5	1,352	1,367	1,381	1,394	1,406	1,416	1,425	1,432
6	0	0	0	0	0	0	0	0
Subtotal	4,570	4,630	4,686	4,739	4,788	4,832	4,872	4,908

Middle Keys

7	-	-	-	-	-	-	-	-
8	-	-	-	-	-	-	-	-
9	-	-	-	-	-	-	-	-
10	212	213	215	216	217	218	219	219
11	517	519	521	522	523	523	523	522
12a	-	-	-	-	-	-	-	-
12b	-	-	-	-	-	-	-	-
13	-	-	-	-	-	-	-	-
Subtotal	729	733	736	738	740	741	741	741

Upper Keys

14	-	-	-	-	-	-	-	-
15	1,316	1,330	1,342	1,353	1,363	1,372	1,379	1,385
16	2,192	2,193	2,191	2,188	2,182	2,174	2,163	2,151
17	1,135	1,152	1,169	1,184	1,199	1,212	1,225	1,236
18	1,463	1,470	1,476	1,481	1,484	1,486	1,486	1,485
19-20 (g)	1,149	1,157	1,164	1,169	1,174	1,178	1,180	1,181
21	2,110	2,120	2,127	2,133	2,136	2,137	2,136	2,133
22	0	0	0	0	0	0	0	0
Subtotal	9,355	9,422	9,469	9,508	9,538	9,558	9,569	9,571

UNINC. TOTAL	14,663	14,784	14,891	14,985	15,065	15,131	15,183	15,220
--------------	--------	--------	--------	--------	--------	--------	--------	--------

Village of Islamorada	4,120	4,129	4,134	4,136	4,133	4,126	4,115	4,099
City of Lorton	90	91	92	93	93	94	94	94
City of Key Colony B.	1,398	1,410	1,421	1,431	1,439	1,446	1,451	1,455
City of Marathon	3,053	3,056	3,055	3,051	3,044	3,035	3,022	3,006
City of Key West (p)	2,334	2,339	2,345	2,350	2,355	2,361	2,366	2,372

COUNTY TOTAL (q)	25,658	25,809	25,938	26,045	26,130	26,192	26,231	26,246
------------------	--------	--------	--------	--------	--------	--------	--------	--------

SEE FINAL PAGE FOR FOOTNOTES

SOURCE: 1990 Census of Population; Monroe County, Lorton, Key Colony Beach, Key West Building Departments; TDC Visitor's Surveys

Peak Number of People In Seasonal Residences

1	57	58	59
PAED	Peak Number of Persons Staying In Seasonal Dwelling Units During 2013 (o) $56 \div (56 \times (47 - 0.90\%))$	Peak Number of Persons Staying In Seasonal Dwelling Units During 2014 (o) $57 \div (57 \times (47 - 1.0\%))$	Peak Number of Persons Staying In Seasonal Dwelling Units During 2015 (o) $58 \div (58 \times (47 - 1.1\%))$
Lower Keys			
1	119	118	117
2	415	414	411
3	323	325	327
4a	2,612	2,633	2,652
4b	31	32	33
5	1,438	1,443	1,446
6	0	0	0
Subtotal	4,939	4,966	4,987
Middle Keys			
7	-	-	-
8	-	-	-
9	-	-	-
10	219	219	219
11	520	518	516
12a	-	-	-
12b	-	-	-
13	-	-	-
Subtotal	739	738	735
Upper Keys			
14	-	-	-
15	1,390	1,393	1,395
16	2,137	2,120	2,102
17	1,247	1,256	1,264
18	1,482	1,478	1,472
19-20 (g)	1,181	1,180	1,178
21	2,128	2,120	2,111
22	0	0	0
Subtotal	9,564	9,547	9,521
UNINC. TOTAL	15,242	15,250	15,243
Village of Islamorada	4,080	4,057	4,030
City of Lorton	95	95	95
City of Key Colony B.	1,458	1,459	1,459
City of Marathon	2,987	2,966	2,941
City of Key West (p)	2,377	2,382	2,388
COUNTY TOTAL (q)	26,239	26,208	26,155

SEE FINAL PAGE FOR FOOTNOTES



Monroe County Planning Department

Appendix 7

Peak Population in Hotels and Motels by PAED from 1990 to 2015

Peak Number of People in Hotels and Motels

1	2	3	4	5	6	7	8	9	10	11	12
PAED	1990 Census Tract (e)	1990 Census Block Groups	Number of Hotel and Motel Rooms in 1990 (u)	Peak Number of Persons per Room (v)	Peak Occupancy Rate for 1990 (s)	Peak Number of Persons Staying in Hotel and Motel Rooms During 1990 [(4 x 5) x 6]	Number of Hotel and Motel Rooms in 1991 (u)	Peak Occupancy Rate for 1991 (s)	Peak Number of Persons Staying in Hotel and Motel Rooms During 1991 [(8 x 9) x 9]	Number of Hotel and Motel Rooms in 1992 (u)	Peak Occupancy Rate for 1992 (s)
Lower Keys											
1	9718 & 9719 pl.	N/A	0	2.73	89.5%	0	0	87.3%	0	0	84.2%
2	9717	N/A	35	2.73	89.5%	86	35	87.3%	83	35	84.2%
3	9716	N/A	55	2.73	89.5%	134	55	87.3%	131	55	84.2%
4a	9715	N/A	106	2.73	89.5%	269	106	87.3%	253	106	84.2%
4b	9714 pl.	BG 4 (a)	0	2.73	89.5%	0	0	87.3%	0	0	84.2%
5	9714 pl.	BG 1,2,3,4,5 (a)	55	2.73	89.5%	134	55	87.3%	131	55	84.2%
6	9714 pl. & 9713 pl.	9714 BG 1 (b)	0	2.73	89.5%	0	0	87.3%	0	0	84.2%
Subtotal	-	-	251	2.73	89.5%	613	251	87.3%	698	251	84.2%
Middle Keys											
7	9713, 9712, & 9711	N/A	690	2.73	89.5%	1,686	690	87.3%	1,644	890	84.2%
8	9710 pl.	BG 3 (c)	354	2.73	89.5%	865	354	87.3%	844	354	84.2%
9	9710 pl.	BG 2 (d)	52	2.73	89.5%	127	52	87.3%	124	52	84.2%
10	9710 pl.	BG 2 (d)	45	2.73	89.5%	110	45	87.3%	107	45	84.2%
11	9710 pl.	BG 1 (e)	28	2.73	89.5%	68	28	87.3%	67	28	84.2%
12a	9709 pl.	BG 5	101	2.73	89.5%	247	101	87.3%	241	101	84.2%
12b	9709 pl.	BG 1,2 (f)	295	2.73	89.5%	721	295	87.3%	703	295	84.2%
13	9709 pl.	BG 1,2,3,4 (f)	750	2.73	89.5%	1,833	790	87.3%	1,883	790	84.2%
Subtotal	-	-	2,315	2.73	89.5%	5,656	2,355	87.3%	5,613	2,355	84.2%
Upper Keys											
14	9708	N/A	99	2.73	89.5%	242	99	87.3%	236	89	84.2%
15	9707	N/A	100	2.73	89.5%	244	100	87.3%	238	100	84.2%
16	9706	N/A	294	2.73	89.5%	718	294	87.3%	701	294	84.2%
17	9705	N/A	490	2.73	89.5%	1,197	490	87.3%	1,188	490	84.2%
18	9704	N/A	149	2.73	89.5%	364	149	87.3%	355	149	84.2%
19-20 (g)	9703	N/A	27	2.73	89.5%	68	27	87.3%	84	83	84.2%
21	9702.98 pl.	BG 1,2,3 (h)	142	2.73	89.5%	347	142	87.3%	338	142	84.2%
22	9701 pl. & 9702.98 pl.	BG 1 (h)	0	2.73	89.5%	0	0	87.3%	0	0	84.2%
Subtotal	-	-	1,301	2.73	89.5%	3,179	1,301	87.3%	3,101	1,357	84.2%
UNINC. TOTAL	-	-	3,867	2.73	89.5%	9,448	3,907	87.3%	9,312	3,963	84.2%
Village of Islamorada	9709	N/A	-	-	-	-	-	-	-	-	-
City of Lorton	9710	BG 1	24	2.73	89.5%	59	24	87.3%	57	24	84.2%
City of Key Colony B.	9710	BG 3	40	2.73	89.5%	98	40	87.3%	96	40	84.2%
City of Marathon	9710-9713	N/A	-	-	-	-	-	-	-	-	-
City of Key West (p)	9719-9726	N/A	5,074	2.90	89.5%	13,188	5,074	87.3%	12,864	5,074	84.2%
COUNTY TOTAL (q)	-	-	9,005	2.73	89.5%	22,793	9,045	87.3%	22,328	9,101	84.2%

1 13 14 15 16 17 18 19 20 21 22 23 24

1	13	14	15	16	17	18	19	20	21	22	23	24
PAED	Peak Number of People Staying In Hotel and Motel Rooms During 1992 [(11 x 5) x 12]	Number of Hotel and Motel Rooms In 1993 (u)	Peak Occupancy Rate for 1993 (z)	Peak Number of People Staying In Hotel and Motel Rooms During 1993 [(14 x 5) x 15]	Number of Hotel and Motel Rooms In 1994 (u)	Peak Occupancy Rate for 1994 (z)	Peak Number of People Staying In Hotel and Motel Rooms During 1994 [(17 x 5) x 18]	Number of Hotel and Motel Rooms In 1995 (u)	Peak Occupancy Rate for 1995 (z)	Peak Number of People Staying In Hotel and Motel Rooms During 1995 [(20 x 5) x 21]	Number of Hotel and Motel Rooms In 1996 (u)	Peak Occupancy Rate for 1996 (z)

Lower Keys

1	0	0	91.4%	0	0	86.4%	0	0	84.3%	0	0	86.7%
2	80	35	91.4%	87	35	86.4%	83	35	84.3%	81	35	86.7%
3	126	55	91.4%	137	55	86.4%	130	55	84.3%	127	55	86.7%
4a	244	106	91.4%	264	106	86.4%	250	106	84.3%	244	106	86.7%
4b	0	0	91.4%	0	0	86.4%	0	0	84.3%	0	0	86.7%
5	126	55	91.4%	137	55	86.4%	130	55	84.3%	127	55	86.7%
6	0	0	91.4%	0	0	86.4%	0	0	84.3%	0	0	86.7%
Subtotal	577	251	91.4%	626	251	86.4%	592	251	84.3%	578	251	86.7%

Middle Keys

7	1,588	690	91.4%	1,722	690	86.4%	1,528	690	84.3%	1,588	690	86.7%
8	814	354	91.4%	883	354	86.4%	835	354	84.3%	815	354	86.7%
9	120	52	91.4%	130	52	86.4%	123	52	84.3%	120	52	86.7%
10	103	45	91.4%	112	45	86.4%	106	45	84.3%	104	45	86.7%
11	64	40	91.4%	100	40	86.4%	94	40	84.3%	92	40	86.7%
12a	232	101	91.4%	252	101	86.4%	238	101	84.3%	232	101	86.7%
12b	678	295	91.4%	736	295	86.4%	696	295	84.3%	679	295	86.7%
13	1,816	790	91.4%	1,971	790	88.4%	1,863	790	84.3%	1,818	790	86.7%
Subtotal	5,413	2,367	91.4%	5,908	2,367	88.4%	5,583	2,367	84.3%	5,447	2,367	86.7%

Upper Keys

14	228	99	91.4%	247	99	88.4%	234	99	84.3%	228	99	86.7%
15	230	100	91.4%	250	100	86.4%	236	100	84.3%	230	100	86.7%
16	676	294	91.4%	734	294	86.4%	693	294	84.3%	677	294	86.7%
17	1,126	490	91.4%	1,223	490	86.4%	1,156	490	84.3%	1,128	490	86.7%
18	343	266	91.4%	364	266	86.4%	327	266	84.3%	312	266	86.7%
19-20 (g)	191	83	91.4%	207	83	86.4%	195	83	84.3%	191	83	86.7%
21	328	142	91.4%	364	142	86.4%	335	142	84.3%	327	142	86.7%
22	0	0	91.4%	0	0	86.4%	0	0	84.3%	0	0	86.7%
Subtotal	3,119	1,474	91.4%	3,678	1,474	88.4%	3,477	1,474	84.3%	3,392	1,474	86.7%

UNINC. TOTAL	9,110	4,092	91.4%	10,210	4,092	86.4%	9,652	4,092	84.3%	9,417	4,092	86.7%
--------------	-------	-------	-------	--------	-------	-------	-------	-------	-------	-------	-------	-------

Village of Islamorada	-	-	-	-	-	-	-	-	-	-	-	-
City of Lorton	55	24	91.4%	60	24	86.4%	57	24	84.3%	55	24	86.7%
City of Key Colony B.	92	40	91.4%	100	40	86.4%	94	40	84.3%	92	40	86.7%
City of Marathon	-	-	-	-	-	-	-	-	-	-	-	-
City of Key West (p)	12,407	5,074	91.4%	13,468	5,074	88.4%	12,731	5,074	84.3%	12,422	5,074	86.7%

COUNTY TOTAL (q)	21,663	9,230	91.4%	23,838	9,230	86.4%	22,534	9,230	84.3%	21,986	9,230	86.7%
------------------	--------	-------	-------	--------	-------	-------	--------	-------	-------	--------	-------	-------

SEE FINAL PAGE FOR FOOTNOTES

SOURCE: State of Florida Department of Business and Professional Regulation; TDC Visitor Profiles; Florida Keys/Key West Technical Appendix; ROGO Ordinance Guidelines

Peak Number of People in Hotels and Motels

1	25	26	27	28	29	30	31	32	33	34	35
PAED	Peak Number of People Staying in Hotel and Motel Rooms During 1996 [(23 x 5) x 24]	Number of Hotel and Motel Rooms 1997 [u]	Peak Occupancy Rate for 1997 [x]	Peak Number of People Staying in Hotel and Motel Rooms During 1997 [(26 x 5) x 27]	Number of Hotel and Motel Rooms in 1998 [u]	Peak Occupancy Rate for 1998 [x]	Peak Number of People Staying in Hotel and Motel Rooms During 1998 [(29 x 5) x 30]	Number of Hotel and Motel Rooms in 1999 [y]	Peak Occupancy Rate for 1999 [x]	Peak Number of People Staying in Hotel and Motel Rooms During 1999 [(32 x 5) x 33]	Average Peak Occupancy Rate [(6 x 9 + 12 + 16 + 18 + 21 + 24 + 27 + 30 + 33) / # of Observations]
Lower Keys											
1	0	0	86.7%	0	0	81.5%	0	0	82.1%	0	86.0%
2	83	35	86.7%	83	35	81.5%	78	35	82.1%	78	86.0%
3	130	55	86.7%	130	55	81.5%	122	55	82.1%	123	86.0%
4a	251	106	88.7%	251	106	81.5%	236	106	82.1%	238	86.0%
4b	0	0	86.7%	0	0	81.5%	0	0	82.1%	0	86.0%
5	130	55	86.7%	130	55	81.5%	122	55	82.1%	123	86.0%
6	0	0	86.7%	0	0	81.5%	0	0	82.1%	0	86.0%
Subtotal	594	251	86.7%	594	251	81.5%	558	251	82.1%	563	86.0%
Middle Keys											
7	1,633	690	86.7%	1,633	690	81.5%	1,635	772	82.1%	1,730	86.0%
8	838	354	86.7%	838	354	81.5%	788	354	82.1%	793	86.0%
9	123	52	86.7%	123	52	81.5%	116	52	82.1%	117	86.0%
10	107	65	86.7%	154	186	81.5%	414	198	82.1%	444	86.0%
11	95	40	86.7%	95	40	81.5%	89	40	82.1%	90	86.0%
12a	239	101	86.7%	239	-	-	-	-	-	-	-
12b	698	295	86.7%	698	-	-	-	-	-	-	-
13	1,870	790	86.7%	1,870	-	-	-	-	-	-	-
Subtotal	5,602	2,387	86.7%	5,650	1,322	81.5%	2,941	1,416	82.1%	3,174	86.0%
Upper Keys											
14	234	99	86.7%	234	-	-	-	-	-	-	-
15	237	100	86.7%	237	100	81.5%	222	100	82.1%	224	86.0%
16	696	294	86.7%	696	294	81.5%	654	294	82.1%	659	86.0%
17	1,160	490	86.7%	1,160	490	81.5%	1,090	490	82.1%	1,098	86.0%
18	630	266	86.7%	630	266	81.5%	592	266	82.1%	596	86.0%
19-20 (g)	196	83	86.7%	196	83	81.5%	185	83	82.1%	188	86.0%
21	336	142	86.7%	336	142	81.5%	316	142	82.1%	318	86.0%
22	0	0	86.7%	0	0	81.5%	0	0	82.1%	0	86.0%
Subtotal	3,489	1,474	86.7%	3,489	1,375	81.5%	3,059	1,375	82.1%	3,082	86.0%
UNINC. TOTAL	9,685	4,112	86.7%	9,733	2,948	81.5%	6,559	3,042	82.1%	6,818	86.0%
Village of Islamorada	-	-	-	-	1,285	81.5%	2,869	1,285	82.1%	2,880	86.0%
City of Lagoon	57	24	86.7%	57	24	81.5%	53	24	82.1%	54	86.0%
City of Key Colony B.	95	40	88.7%	95	40	81.5%	89	40	82.1%	90	86.0%
City of Marathon	-	-	-	-	-	-	-	-	-	-	-
City of Key West (p)	12,775	5,074	86.7%	12,775	5,074	81.5%	12,009	5,074	82.1%	12,097	86.0%
COUNTY TOTAL (q)	22,612	9,250	86.7%	22,659	9,371	81.5%	21,570	9,465	82.1%	21,939	86.0%

PAED	Number of Hotel and Motel Rooms in 2000 (y)	Peak Number of People Staying in Hotel and Motel Rooms During 2000 [(36 x 5) x 35]	Number of Hotel and Motel Rooms in 2001 (y)	Peak Number of People Staying in Hotel and Motel Rooms During 2001 [(38 x 5) x 35]	Number of Hotel and Motel Rooms in 2002 (y)	Peak Number of People Staying in Hotel and Motel Rooms During 2002 [(40 x 5) x 35]	Number of Hotel and Motel Rooms in 2003 (z)	Peak Number of People Staying in Hotel and Motel Rooms During 2003 [(42 x 5) x 35]	Peak Number of People Staying in Hotel and Motel Rooms During 2004 (ee) [(42 x 5) x 35]	Peak Number of People Staying in Hotel and Motel Rooms During 2005 (ee) [(42 x 5) x 35]
------	--	---	--	---	--	---	--	---	--	--

Lower Keys

1	0	0	0	0	0	0	0	0	0	0
2	35	82	35	82	35	82	35	82	82	82
3	55	129	55	129	55	129	55	129	129	129
4a	106	249	106	249	106	249	106	249	249	249
4b	0	0	0	0	0	0	0	0	0	0
5	55	129	55	129	55	129	55	129	129	129
6	0	0	0	0	0	0	0	0	0	0
Subtotal	261	589	261	589	261	589	261	589	589	589

Middle Keys

7	-	-	-	-	-	-	-	-	-	-
8	-	-	-	-	-	-	-	-	-	-
9	-	-	-	-	-	-	-	-	-	-
10	222	621	246	578	270	634	270	634	634	634
11	40	94	40	94	40	94	40	94	94	94
12a	-	-	-	-	-	-	-	-	-	-
12b	-	-	-	-	-	-	-	-	-	-
13	-	-	-	-	-	-	-	-	-	-
Subtotal	262	615	286	672	310	728	310	728	3,494	3,494

Upper Keys

14	-	-	-	-	-	-	-	-	-	-
15	100	235	100	235	100	235	100	235	235	235
16	294	690	294	690	294	690	316	742	742	742
17	480	1,151	490	1,151	490	1,151	490	1,151	1,151	1,151
18	266	625	266	625	266	625	266	625	625	625
19-20 (g)	83	195	83	195	83	195	83	195	195	195
21	142	333	142	333	142	333	142	333	333	333
22	0	0	0	0	0	0	0	0	0	0
Subtotal	1,376	3,229	1,376	3,229	1,376	3,229	1,397	3,280	3,280	3,280

UNINC. TOTAL	1,888	4,433	1,912	4,490	1,936	4,546	1,958	4,598	7,364	7,364
---------------------	--------------	--------------	--------------	--------------	--------------	--------------	--------------	--------------	--------------	--------------

Village of Islamorada	1,285	3,017	1,285	3,017	1,285	3,017	1,285	3,017	3,017	3,017
City of Laysan	24	56	24	56	24	56	24	56	56	56
City of Key Colony B.	40	94	40	94	40	94	40	94	94	94
City of Marathon	1,178	2,766	1,178	2,766	1,178	2,766	1,178	2,766	2,766	2,766
City of Key West (p)	5,074	12,673	5,074	12,673	5,074	12,673	5,074	12,673	11,914	11,914

COUNTY TOTAL (q)	9,489	23,040	9,513	23,096	9,537	23,153	9,559	23,204	25,211	25,211
-------------------------	--------------	---------------	--------------	---------------	--------------	---------------	--------------	---------------	---------------	---------------

SEE FINAL PAGE FOR FOOTNOTES

SOURCE: State of Florida Department of Business and Professional Regulation; TDC Visitor Profiles; Florida Keys/Key West Technical Appendix; ROGO Ordinance Guidelines

Peak Number of People in Hotels and Motels

1	46	47	48	49	50	51	52	53	54	55
PAED	Peak Number of People Staying in Hotel and Motel Rooms During 2006 (a) [(142 x 5) x .35]	Peak Number of People Staying in Hotel and Motel Rooms During 2007 [(40 x 40 x 0.10%)]	Peak Number of People Staying in Hotel and Motel Rooms During 2008 [(47 x 47 x 0.10%)]	Peak Number of People Staying in Hotel and Motel Rooms During 2009 [(48 x 48 x 0.10%)]	Peak Number of People Staying in Hotel and Motel Rooms During 2010 [(49 x 49 x 0.10%)]	Peak Number of People Staying in Hotel and Motel Rooms During 2011 [(50 x 50 x 0.10%)]	Peak Number of People Staying in Hotel and Motel Rooms During 2012 [(51 x 51 x 0.10%)]	Peak Number of People Staying in Hotel and Motel Rooms During 2013 [(52 x 52 x 0.10%)]	Peak Number of People Staying in Hotel and Motel Rooms During 2014 [(53 x 53 x 0.10%)]	Peak Number of People Staying in Hotel and Motel Rooms During 2016 [(54 x 54 x 0.10%)]
Lower Keys										
1	0	0	0	0	0	0	0	0	0	0
2	82	82	82	82	83	83	83	83	83	83
3	129	129	129	130	130	130	130	130	130	130
4a	249	249	249	250	250	250	250	251	251	251
4b	0	0	0	0	0	0	0	0	0	0
5	129	129	129	130	130	130	130	130	130	130
6	0	0	0	0	0	0	0	0	0	0
Subtotal	589	590	591	591	592	592	593	594	594	595
Middle Keys										
7	-	-	-	-	-	-	-	-	-	-
8	-	-	-	-	-	-	-	-	-	-
9	-	-	-	-	-	-	-	-	-	-
10	634	635	635	636	637	637	638	638	639	640
11	94	94	94	94	94	94	94	95	95	95
12a	-	-	-	-	-	-	-	-	-	-
12b	-	-	-	-	-	-	-	-	-	-
13	-	-	-	-	-	-	-	-	-	-
Subtotal	3,494	729	729	730	731	732	732	733	734	734
Upper Keys										
14	-	-	-	-	-	-	-	-	-	-
15	235	235	235	236	236	236	236	236	237	237
16	742	743	743	744	745	746	746	747	748	748
17	1,151	1,152	1,153	1,154	1,155	1,156	1,167	1,169	1,160	1,161
18	625	625	626	626	627	628	628	629	630	630
19-20 (g)	195	195	195	195	196	196	196	196	198	197
21	333	334	334	334	335	335	335	336	336	336
22	0	0	0	0	0	0	0	0	0	0
Subtotal	3,280	3,284	3,287	3,290	3,293	3,297	3,300	3,303	3,307	3,310
UNINC. TOTAL										
	7,364	4,602	4,607	4,611	4,616	4,621	4,625	4,630	4,634	4,639
County of Islamorada										
City of Lagoon	3,017	3,020	3,023	3,026	3,029	3,032	3,036	3,038	3,041	3,044
City of Key Colony B.	56	56	56	57	57	57	57	57	57	57
City of Marathon	94	94	94	94	94	94	94	95	95	95
City of Marathon	2,766	2,769	2,772	2,774	2,777	2,780	2,783	2,785	2,788	2,791
City of Key West (p)	11,914	11,926	11,938	11,960	11,962	11,974	11,986	11,998	12,010	12,022
COUNTY TOTAL (q)										
	25,211	22,467	22,490	22,512	22,535	22,557	22,580	22,602	22,625	22,648



Monroe County Planning Department

Appendix 8

Peak Population in Campsites and Recreational Vehicles by PAED from 1990 to 2015

Peak Number of People in Campsites and Recreational Vehicles

1	2	3	4	5	6	7	8	9	10	11	12
PAED	1990 Census Tract (s)	1990 Census Block Groups	Total Number of Campsites and Recreational Vehicle Sites (ab)	Peak Number of Persons Per Site or Vehicle (ac)	Peak Utilization Rate (ad)	1980 Peak Number of Persons Staying in RVs or Campsites [(1 x e) x 6]	1991 Peak Number of Persons Staying in RVs or Campsites [(1 x e) x 6]	1992 Peak Number of Persons Staying in RVs or Campsites [(1 x e) x 6]	1993 Peak Number of Persons Staying in RVs or Campsites [(1 x e) x 6]	1994 Peak Number of Persons Staying in RVs or Campsites [(1 x e) x 6]	1995 Peak Number of Persons Staying in RVs or Campsites [(1 x e) x 6]
Lower Keys											
1	9718 & 9719 pl.	N/A	217	2.93	94.31%	600	600	600	600	600	600
2	9717	N/A	179	2.93	94.31%	495	495	495	495	495	495
3	9716	N/A	394	2.93	94.31%	1,089	1,089	1,089	1,089	1,089	1,089
4a	9715	N/A	100	2.93	94.31%	276	276	276	276	276	276
4b	9714 pl.	BG 4 (a)	0	2.93	94.31%	0	0	0	0	0	0
5	9714 pl.	BG 1,2,3,4,5 (a)	459	2.93	94.31%	1,268	1,268	1,268	1,268	1,268	1,268
6	9714 pl. & 9713 pl.	9714 BG 1 (b)	590	2.93	94.31%	1,630	1,630	1,630	1,630	1,630	1,630
Subtotal	-	-	1,939	2.93	94.31%	5,358	5,358	5,358	5,358	5,358	5,358
Middle Keys											
7	9713, 9712, & 9711	N/A	609	2.93	94.31%	1,683	1,683	1,683	1,683	1,683	1,683
8	9710 pl.	BG 3 (c)	65	2.93	94.31%	180	180	180	180	180	180
9	9710 pl.	BG 2 (d)	220	2.93	94.31%	608	608	608	608	608	608
10	9710 pl.	BG 2 (d)	0	2.93	94.31%	0	0	0	0	0	0
11	9710 pl.	BG 1 (e)	415	2.93	94.31%	1,147	1,147	1,147	1,147	1,147	1,147
12a	9709 pl.	BG 5	2	2.93	94.31%	6	6	6	6	6	6
12b	9709 pl.	BG 1,2 (f)	0	2.93	94.31%	0	0	0	0	0	0
13	9709 pl.	BG 1,2,3,4 (f)	85	2.93	94.31%	235	235	235	235	235	235
Subtotal	-	-	1,396	2.93	94.31%	3,858	3,858	3,858	3,858	3,858	3,858
Upper Keys											
14	9708	N/A	63	2.93	94.31%	174	174	174	174	174	174
15	9707	N/A	0	2.93	94.31%	0	0	0	0	0	0
16	9706	N/A	388	2.93	94.31%	1,072	1,072	1,072	1,072	1,072	1,072
17	9705	N/A	0	2.93	94.31%	0	0	0	0	0	0
18	9704	N/A	692	2.93	94.31%	1,912	1,912	1,912	1,912	1,912	1,912
19-20	9703	N/A	274	2.93	94.31%	757	757	757	757	757	757
21	9702.98 pl.	BG 1,2,3 (h)	43	2.93	94.31%	119	119	119	119	119	119
22	9701 pl. & 9702.98 pl.	BG 1 (h)	0	2.93	94.31%	0	0	0	0	0	0
Subtotal	-	-	1,460	2.93	94.31%	4,034	4,034	4,034	4,034	4,034	4,034
UNINC. TOTAL											
	-	-	4,795	2.93	94.31%	13,250	13,250	13,250	13,250	13,250	13,250
County Totals											
Village of Islamorada	9709	N/A	-	-	-	-	-	-	-	-	-
City of Lorton	9710	BG 1	0	2.93	94.31%	0	0	0	0	0	0
City of Key Colony B.	9710	BG 3	0	2.93	94.31%	0	0	0	0	0	0
City of Marathon	9710-9713	N/A	-	-	-	-	-	-	-	-	-
City of Key West	9719-9726	N/A	106	2.93	94.31%	293	293	293	293	293	293
COUNTY TOTAL (q)	-	-	4,901	2.93	94.31%	13,543	13,543	13,543	13,543	13,543	13,543

1	13	14	15	16	17	18	19	20	21	22	23	24
PAEO	1994 Peak Number of Persons Staying in RVs or Campsites [(4 x 5) x 6]	1997 Peak Number of Persons Staying in RVs or Campsites [(4 x 5) x 6]	1998 Peak Number of Persons Staying in RVs or Campsites [(4 x 5) x 6]	1999 Peak Number of Persons Staying in RVs or Campsites [(4 x 5) x 6]	2000 Peak Number of Persons Staying in RVs or Campsites [(4 x 5) x 6]	2001 Peak Number of Persons Staying in RVs or Campsites [(4 x 5) x 6]	2002 Peak Number of Persons Staying in RVs or Campsites [(4 x 5) x 6]	2003 Peak Number of Persons Staying in RVs or Campsites [(4 x 5) x 6]	2004 Peak Number of Persons Staying in RVs or Campsites [(4 x 5) x 6]	2005 Peak Number of Persons Staying in RVs or Campsites [(4 x 5) x 6]	2006 Peak Number of Persons Staying in RVs or Campsites [(4 x 5) x 6]	2007 Peak Number of Persons Staying in RVs or Campsites [(4 x 5) x 6]

Lower Keys

1	600	600	600	600	600	600	600	600	600	600	600	600
2	495	495	495	495	495	495	495	495	495	495	495	495
3	1,089	1,089	1,089	1,089	1,089	1,089	1,089	1,089	1,089	1,089	1,089	1,090
4a	276	276	276	276	276	276	276	276	276	276	276	277
4b	0	0	0	0	0	0	0	0	0	0	0	0
5	1,268	1,268	1,268	1,268	1,268	1,268	1,268	1,268	1,268	1,268	1,268	1,270
6	1,630	1,630	1,630	1,630	1,630	1,630	1,630	1,630	1,630	1,630	1,630	1,632
Subtotal	5,358	5,358	5,358	5,358	5,358	5,358	5,358	5,358	5,358	5,358	5,358	5,363

Middle Keys

7	1,683	1,683	1,683	1,683	-	-	-	-	-	-	-	-
8	180	180	180	180	-	-	-	-	-	-	-	-
9	608	608	608	608	-	-	-	-	-	-	-	-
10	0	0	0	0	0	0	0	0	0	0	0	0
11	1,147	1,147	1,147	1,147	1,147	1,147	1,147	1,147	1,147	1,147	1,147	1,148
12a	6	6	-	-	-	-	-	-	-	-	-	-
12b	0	0	-	-	-	-	-	-	-	-	-	-
13	235	235	-	-	-	-	-	-	-	-	-	-
Subtotal	3,858	3,858	3,617	3,617	1,147	1,147	1,147	1,147	1,147	1,147	1,147	1,148

Upper Keys

14	174	174	-	-	-	-	-	-	-	-	-	-
15	0	0	0	0	0	0	0	0	0	0	0	0
16	1,072	1,072	1,072	1,072	1,072	1,072	1,072	1,072	1,072	1,072	1,072	1,073
17	0	0	0	0	0	0	0	0	0	0	0	0
18	1,912	1,912	1,912	1,912	1,912	1,912	1,912	1,912	1,912	1,912	1,912	1,914
19-20	757	757	757	757	757	757	757	757	757	757	757	758
21	119	119	119	119	119	119	119	119	119	119	119	119
22	0	0	0	0	0	0	0	0	0	0	0	0
Subtotal	4,034	4,034	3,860	3,860	3,860	3,860	3,860	3,860	3,860	3,860	3,860	3,864

UNINC. TOTAL	13,250	13,250	12,835	12,835	10,365	10,365	10,365	10,365	10,365	10,365	10,365	10,375
--------------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------

Village of Islamorada	-	-	415	415	415	415	415	415	415	415	415	415
City of Laysan	0	0	0	0	0	0	0	0	0	0	0	0
City of Key Colony B.	0	0	0	0	0	0	0	0	0	0	0	0
City of Marathon	-	-	-	-	2,471	2,471	2,471	2,471	2,471	2,471	2,471	2,473
City of Key West	293	293	293	293	293	293	293	293	293	293	293	293

COUNTY TOTAL (q)	13,543	13,543	13,543	13,543	13,544	13,544	13,544	13,544	13,544	13,544	13,544	13,558
------------------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------

SEE FINAL PAGE FOR FOOTNOTES

SOURCE: TDC 1996 Visitor Profiles: Florida Keys/Key West Technical Appendix: Sampling Methodologies and Estimation Methods

Peak Number of People in Campsites and Recreational Vehicles

1	25	26	27	28	29	30	31	32
PAED	2008 Peak Number of Persons Staying in RVs or Campsites $22 + (22 \times 0.10\%)$	2009 Peak Number of Persons Staying in RVs or Campsites $23 + (23 \times 0.10\%)$	2010 Peak Number of Persons Staying in RVs or Campsites $24 + (24 \times 0.10\%)$	2011 Peak Number of Persons Staying in RVs or Campsites $25 + (25 \times 0.10\%)$	2012 Peak Number of Persons Staying in RVs or Campsites $26 + (26 \times 0.10\%)$	2013 Peak Number of Persons Staying in RVs or Campsites $27 + (27 \times 0.10\%)$	2014 Peak Number of Persons Staying in RVs or Campsites $28 + (28 \times 0.10\%)$	2015 Peak Number of Persons Staying in RVs or Campsites $29 + (29 \times 0.10\%)$
Lower Keys								
1	601	601	602	603	603	604	604	605
2	496	496	497	497	498	498	499	499
3	1,091	1,092	1,093	1,094	1,095	1,096	1,097	1,099
4a	277	277	277	278	278	278	279	279
4b	0	0	0	0	0	0	0	0
5	1,271	1,272	1,273	1,275	1,276	1,277	1,279	1,280
6	1,634	1,635	1,637	1,639	1,640	1,642	1,643	1,645
Subtotal	5,369	5,374	5,379	5,385	5,390	5,396	5,401	5,406
Middle Keys								
7	-	-	-	-	-	-	-	-
8	-	-	-	-	-	-	-	-
9	-	-	-	-	-	-	-	-
10	0	0	0	0	0	0	0	0
11	1,149	1,150	1,151	1,153	1,154	1,155	1,156	1,157
12a	-	-	-	-	-	-	-	-
12b	-	-	-	-	-	-	-	-
13	-	-	-	-	-	-	-	-
Subtotal	1,149	1,150	1,151	1,153	1,154	1,155	1,156	1,157
Upper Keys								
14	-	-	-	-	-	-	-	-
15	0	0	0	0	0	0	0	0
16	1,074	1,075	1,076	1,078	1,079	1,080	1,081	1,082
17	0	0	0	0	0	0	0	0
18	1,916	1,918	1,920	1,922	1,924	1,926	1,928	1,929
19-20	759	759	760	761	762	762	763	764
21	119	119	119	119	120	120	120	120
22	0	0	0	0	0	0	0	0
Subtotal	3,868	3,872	3,876	3,880	3,884	3,887	3,891	3,895
UNINC. TOTAL	10,386	10,396	10,407	10,417	10,427	10,438	10,448	10,459
Village of Islamorada	416	416	417	417	417	418	418	419
City of Lorton	0	0	0	0	0	0	0	0
City of Key Colony B.	0	0	0	0	0	0	0	0
City of Marathon	2,476	2,478	2,481	2,483	2,486	2,488	2,491	2,493
City of Key West	293	294	294	294	295	295	295	296
COUNTY TOTAL (q)	13,571	13,585	13,598	13,612	13,625	13,639	13,653	13,666



Monroe County Planning Department

Appendix 9

Peak Population Staying with Friends and/or Relatives by PAED from 1990 to 2015

Peak Number of Persons Staying with Friends and Relatives

1	2	3	4	5	6	7	8	9	10
PAED	1990 Census Tract (e)	1990 Census Block Groups	Peak Number of Persons Staying in Seasonal Dwelling Units During 1990 (ee)	Peak Number of Persons Staying in Hotel and Motel Rooms During 1990 (ef)	1990 Peak Number of Persons Staying in RVs or Campsites (eg)	1990 Peak Number of Persons Staying with Friends and Relatives (eh) [(d)+(e)+(f)+(g)+(h)]	Peak Number of Persons Staying in Seasonal Dwelling Units During 1991 (ee)	Peak Number of Persons Staying in Hotel and Motel Rooms During 1991 (ef)	1991 Peak Number of Persons Staying in RVs or Campsites (eg)
Lower Keys									
1	9718	N/A	115	0	600	111	116	0	600
2	9717	N/A	383	86	495	149	388	83	495
3	9716	N/A	237	134	1,089	226	241	131	1,089
4a	9715	N/A	1,800	289	276	362	1,860	253	276
4b	9714 pt.	BG 4 (a)	13	0	0	2	14	0	0
5	9714 pl.	BG 1,2,3,4,5 (a)	1,111	134	1,268	390	1,144	131	1,268
6	9714 pt. & 9713 pl.	9714 BG 1 (b)	0	0	1,630	253	0	0	1,630
Subtotal	-	-	3,659	613	5,358	1,493	3,763	598	5,358
Middle Keys									
7	9713, 9712, & 9711	N/A	2,091	1,686	1,583	846	2,102	1,644	1,683
8	9710 pt.	BG 3 (c)	533	865	180	245	539	844	180
9	9710 pt.	BG 2 (d)	244	127	608	152	246	124	608
10	9710 pt.	BG 2 (d)	183	110	0	45	186	107	0
11	9710 pt.	BG 1 (e)	471	68	1,147	261	471	67	1,147
12a	9709 pl.	BG 5	796	247	6	162	820	241	6
12b	9709 pl.	BG 1,2 (f)	101	721	0	127	108	703	0
13	9709 pl.	BG 1,2,3,4 (f)	590	1,833	235	412	598	1,883	235
Subtotal	-	-	5,009	5,656	3,858	2,251	5,070	5,613	3,858
Upper Keys									
14	9708	N/A	2,126	242	174	394	2,189	236	174
15	9707	N/A	1,097	244	0	208	1,140	238	0
16	9706	N/A	2,121	718	1,072	606	2,127	701	1,072
17	9705	N/A	879	1,197	0	322	903	1,168	0
18	9704	N/A	1,317	364	1,912	557	1,331	355	1,912
19-20 (g)	9703	N/A	1,005	66	757	283	1,038	64	757
21	9702.98 pl.	BG 1,2,3 (h)	1,916	347	119	369	1,932	338	119
22	9701 pt. & 9702.98 pl.	BG 1 (h)	0	0	0	0	0	0	0
Subtotal	-	-	10,460	3,179	4,034	2,739	10,661	3,101	4,034
TOTAL	-	-	19,128	9,448	13,250	6,483	19,494	9,312	13,250
Village of Islamorada	9709	N/A	-	-	-	-	-	-	-
City of Lorton	9710	BG 1	76	59	0	21	77	57	0
City of Key Colony B.	9710	BG 3	1,192	98	0	200	1,197	95	0
City of Marathon	9713-9710	N/A	-	-	-	-	-	-	-
City of Key West	9719-9726	N/A	2,139	13,188	293	2,421	2,153	12,864	293
COUNTY TOTAL (q)	-	-	22,535	22,793	13,543	9,125	22,922	22,328	13,543

SEE FINAL PAGE FOR FOOTNOTES

SOURCE: 1990 Kearney/Centaur Tourism Study; 1998 Visitor Profiles; Florida Keys/Key West Technical Appendix; Monroe County Planning Department Population Tables

1	11	12	13	14	15	16	17	18	19	20
PAED	1991 Peak Number of Persons Staying with Friends and Relatives (eh) [(10 + 10) x 15.5%]	Peak Number of Persons Staying in Seasonal Dwelling Units During 1992 (ee)	Peak Number of People Staying in Hotel and Motel Rooms During 1992 (ef)	1992 Peak Number of Persons Staying in RVs or Campsites (eg)	1992 Peak Number of Persons Staying with Friends and Relatives (eh) [(12 + 13 + 14) x 15.5%]	Peak Number of Persons Staying in Seasonal Dwelling Units During 1993 (ee)	Peak Number of People Staying in Hotel and Motel Rooms During 1993 (ef)	1993 Peak Number of Persons Staying in RVs or Campsites (eg)	1993 Peak Number of Persons Staying with Friends and Relatives (eh) [(19 + 17 + 18) x 15.5%]	Peak Number of Persons Staying in Seasonal Dwelling Units During 1994 (ee)
Lower Keys										
1	111	116	0	600	111	116	0	600	111	117
2	150	390	80	495	150	391	87	495	151	395
3	226	246	126	1,089	227	253	137	1,089	229	258
4a	370	1,903	244	276	376	1,949	264	276	386	1,990
4b	2	15	0	0	2	16	0	0	3	17
5	394	1,166	126	1,268	397	1,198	137	1,268	404	1,216
6	253	0	0	1,630	253	0	0	1,630	253	0
Subtotal	1,506	3,836	577	5,358	1,514	3,923	626	5,358	1,536	3,993
Middle Keys										
7	842	2,116	1,586	1,683	835	2,125	1,722	1,683	857	2,134
8	242	542	814	180	238	547	883	180	250	552
9	152	248	120	608	151	251	130	608	153	252
10	45	189	103	0	45	192	112	0	47	195
11	261	472	64	1,147	261	473	100	1,147	267	473
12a	185	849	232	6	188	860	252	6	173	871
12b	126	108	678	0	122	108	736	0	131	108
13	421	602	1,816	235	411	610	1,971	235	436	611
Subtotal	2,254	5,126	5,413	3,858	2,232	5,167	5,906	3,858	2,314	5,196
Upper Keys										
14	403	2,232	228	174	408	2,262	247	174	416	2,287
15	214	1,151	230	0	214	1,188	250	0	223	1,224
16	604	2,133	676	1,072	602	2,139	734	1,072	611	2,150
17	321	926	1,126	0	318	970	1,223	0	340	989
18	558	1,339	343	1,912	557	1,380	664	1,912	613	1,386
19-20 (g)	288	1,059	191	757	311	1,075	207	757	316	1,080
21	370	1,945	326	119	371	1,957	354	119	377	1,961
22	0	0	0	0	0	0	0	0	0	0
Subtotal	2,758	10,786	3,119	4,034	2,781	10,970	3,678	4,034	2,896	11,077
TOTAL	6,519	19,748	9,110	13,250	6,527	20,060	10,210	13,250	6,746	20,265
Village of Islamorada	-	-	-	-	-	-	-	-	-	-
City of Laysan	21	78	55	0	21	78	60	0	21	79
City of Key Colony B.	200	1,212	92	0	202	1,233	100	0	207	1,241
City of Marathon	-	-	-	-	-	-	-	-	-	-
City of Key West	2,373	2,167	12,407	293	2,304	2,181	13,468	293	2,471	2,195
COUNTY TOTAL (q)	9,113	23,205	21,663	13,543	9,054	23,553	23,838	13,543	9,445	23,781

SEE FINAL PAGE FOR FOOTNOTES
SOURCE: 1990 Kearney/Centaur Tourism Study; 1996 Visitor Profiles; Florida Keys/Key West Technical Appendix; Monroe County Planning Department Population Tables

Peak Number of Persons Staying with Friends and Relatives

1	21	22	23	24	25	26	27	28	29	30
PAED	Peak Number of People Staying in Hotel and Motel Rooms During 1994 (ef)	1994 Peak Number of Persons Staying in RVs or Campsites (eg)	1994 Peak Number of Persons Staying with Friends and Relatives (eh) [(120 + 21 + 22) x 15 %]	Peak Number of Persons Staying in Seasonal Dwelling Units During 1995 (ee)	Peak Number of People Staying in Hotel and Motel Rooms During 1995 (af)	1995 Peak Number of Persons Staying in RVs or Campsites (eg)	1995 Peak Number of Persons Staying with Friends and Relatives (eh) [(124 + 25 + 26) x 15 %]	Peak Number of Persons Staying in Seasonal Dwelling Units During 1996 (ee)	Peak Number of People Staying in Hotel and Motel Rooms During 1996 (af)	1996 Peak Number of Persons Staying in RVs or Campsites (eg)

Lower Keys

1	0	600	111	117	0	600	111	118	0	600
2	83	495	151	397	81	495	151	400	83	495
3	130	1,089	229	262	127	1,089	229	267	130	1,089
4a	250	276	390	2,038	244	276	397	2,083	251	276
4b	0	0	3	17	0	0	3	17	0	0
5	130	1,268	405	1,232	127	1,268	407	1,253	130	1,268
6	0	1,630	253	0	0	1,630	253	0	0	1,630
Subtotal	592	5,358	1,541	4,063	578	5,358	1,550	4,138	594	5,358

Middle Keys

7	1,628	1,683	844	2,145	1,588	1,683	839	2,152	1,633	1,683
8	835	180	243	556	815	180	240	561	838	180
9	123	608	152	254	120	608	152	257	123	608
10	106	0	47	196	104	0	46	196	107	0
11	94	1,147	266	473	92	1,147	265	492	95	1,147
12a	238	6	173	885	232	6	174	895	239	6
12b	696	0	125	110	679	0	122	110	698	0
13	1,863	235	420	613	1,818	235	413	615	1,870	235
Subtotal	5,583	3,858	2,269	5,233	5,447	3,858	2,263	5,277	5,602	3,858

Upper Keys

14	234	174	418	2,310	228	174	420	2,327	234	174
15	236	0	226	1,229	230	0	226	1,239	237	0
16	693	1,072	607	2,158	677	1,072	606	2,164	696	1,072
17	1,156	0	333	1,007	1,128	0	331	1,025	1,160	0
18	627	1,912	608	1,394	612	1,912	607	1,402	630	1,912
19-20 (g)	196	757	315	1,086	191	757	315	1,094	196	757
21	335	119	374	1,969	327	119	374	1,988	336	119
22	0	0	0	0	0	0	0	0	0	0
Subtotal	3,477	4,034	2,881	11,154	3,392	4,034	2,880	11,238	3,489	4,034

TOTAL	9,652	13,250	6,691	20,450	9,417	13,250	6,683	20,654	9,685	13,250
-------	-------	--------	-------	--------	-------	--------	-------	--------	-------	--------

Village of Islamorada	-	-	-	-	-	-	-	-	-	-
City of Laysan	57	0	21	80	55	0	21	81	57	0
City of Key Colony B.	94	0	207	1,259	92	0	209	1,265	95	0
City of Marathon	-	-	-	-	-	-	-	-	-	-
City of Key West	12,731	293	2,359	2,210	12,422	293	2,313	2,224	12,775	293

COUNTY TOTAL (g)	22,534	13,543	9,278	23,999	21,986	13,543	9,227	24,224	22,612	13,543
------------------	--------	--------	-------	--------	--------	--------	-------	--------	--------	--------

1	31	32	33	34	35	36	37	38	39	40
PAED	1996 Peak Number of Persons Staying with Friends and Relatives (ah) ((26 + 20 + 30) x 15.5%)	Peak Number of Persons Staying in Seasonal Dwelling Units During 1997 (ee)	Peak Number of People Staying in Hotel and Motel Rooms During 1997 (ef)	1997 Peak Number of Persons Staying in RVs or Campsites (eg)	1997 Peak Number of Persons Staying with Friends and Relatives (ah) (((32 + 33 + 24) x 15.5%))	Peak Number of Persons Staying in Seasonal Dwelling Units During 1998 (ee)	Peak Number of People Staying in Hotel and Motel Rooms During 1998 (ef)	1998 Peak Number of Persons Staying in RVs or Campsites (eg)	1998 Peak Number of Persons Staying with Friends and Relatives (ah) ((38 + 37 + 38) x 15.5%)	Peak Number of Persons Staying in Seasonal Dwelling Units During 1999 (ee)
Lower Keys										
1	111	118	0	600	111	119	0	600	111	119
2	152	402	83	495	152	404	78	495	151	405
3	230	271	130	1,089	231	274	122	1,089	230	278
4a	405	2,123	251	276	411	2,153	236	276	413	2,172
4b	3	19	0	0	3	19	0	0	3	19
5	411	1,260	130	1,268	412	1,267	122	1,268	412	1,269
6	253	0	0	1,630	253	0	0	1,630	253	0
Subtotal	1,564	4,193	594	5,358	1,572	4,236	558	5,358	1,574	4,263
Middle Keys										
7	848	2,161	1,633	1,683	849	2,167	1,535	1,683	835	2,173
8	245	564	838	180	245	567	788	180	238	570
9	153	259	123	608	153	259	116	608	152	260
10	47	198	154	0	54	198	414	0	95	199
11	269	497	95	1,147	270	497	89	1,147	269	497
12a	177	900	239	6	177	-	-	-	-	-
12b	125	111	698	0	125	-	-	-	-	-
13	422	616	1,870	235	422	-	-	-	-	-
Subtotal	2,284	5,306	5,650	3,858	2,296	3,690	2,941	3,617	1,588	3,699
Upper Keys										
14	424	2,358	234	174	429	-	-	-	-	-
15	228	1,241	237	0	229	1,244	222	0	227	1,248
16	609	2,167	696	1,072	610	2,172	654	1,072	604	2,175
17	339	1,038	1,160	0	341	1,054	1,090	0	332	1,062
18	811	1,412	630	1,912	813	1,419	592	1,912	608	1,424
19-20 (g)	317	1,099	196	757	318	1,104	185	757	317	1,109
21	379	2,000	336	119	380	2,028	316	119	382	2,056
22	0	0	0	0	0	0	0	0	0	0
Subtotal	2,808	11,315	3,489	4,034	2,920	9,020	3,059	3,860	2,471	9,074
TOTAL	6,756	20,813	9,733	13,250	6,788	16,946	6,559	12,835	5,633	17,036
Village of Islamorada	-	-	-	-	-	3,998	2,859	415	1,127	4,025
City of Laysan	21	82	57	0	22	83	53	0	21	84
City of Key Colony B.	211	1,276	95	0	212	1,294	89	0	214	1,312
City of Marathon	-	-	-	-	-	-	-	-	-	-
City of Key West	2,370	2,238	12,775	293	2,372	2,252	12,009	293	2,256	2,266
COUNTY TOTAL (q)	9,359	24,409	22,659	13,543	9,395	24,572	21,570	13,543	9,251	24,723

SEE FINAL PAGE FOR FOOTNOTES

SOURCE: 1990 Kearney/Centaur Tourism Study; 1996 Visitor Profiles; Florida Keys/Key West Technical Appendix; Monroe County Planning Department Population Tables

Peak Number of Persons Staying with Friends and Relatives

1	41	42	43	44	45	46	47	48	49	50
PAED	Peak Number of People Staying in Hotel and Motel Rooms During 1999 (af)	1999 Peak Number of Persons Staying in RVs or Campsites (ag)	1999 Peak Number of Persons Staying with Friends and Relatives (ah) $(40 + 41 + 42) \times 15.5\%$	Peak Number of Persons Staying in Seasonal Dwelling Units During 2000 (ae)	Peak Number of People Staying in Hotel and Motel Rooms During 2000 (af)	2000 Peak Number of Persons Staying in RVs or Campsites (ag)	2000 Peak Number of Persons Staying with Friends and Relatives (ah) $(44 + 45 + 46) \times 15.5\%$	Peak Number of Persons Staying in Seasonal Dwelling Units During 2001 (ae)	Peak Number of People Staying in Hotel and Motel Rooms During 2001 (af)	2001 Peak Number of Persons Staying in RVs or Campsites (ag)
Lower Keys										
1	0	600	111	120	0	600	111	120	0	600
2	78	495	152	407	82	495	152	408	82	495
3	123	1,089	231	281	129	1,089	232	284	129	1,089
4a	238	276	416	2,198	249	276	422	2,225	249	276
4b	0	0	3	20	0	0	3	20	0	0
5	123	1,268	412	1,282	129	1,268	415	1,294	129	1,268
6	0	1,630	253	0	0	1,630	253	0	0	1,630
Subtotal	563	5,358	1,578	4,307	589	5,358	1,589	4,351	589	5,358
Middle Keys										
7	1,730	1,683	866	-	-	-	-	-	-	-
8	793	180	239	-	-	-	-	-	-	-
9	117	608	153	-	-	-	-	-	-	-
10	444	0	100	201	521	0	112	203	578	0
11	90	1,147	269	501	94	1,147	270	504	94	1,147
12a	-	-	-	-	-	-	-	-	-	-
12b	-	-	-	-	-	-	-	-	-	-
13	-	-	-	-	-	-	-	-	-	-
Subtotal	3,174	3,617	1,626	702	615	1,147	382	708	672	1,147
Upper Keys										
14	-	-	-	-	-	-	-	-	-	-
15	224	0	228	1,257	235	0	231	1,266	235	0
16	659	1,072	605	2,177	690	1,072	611	2,180	690	1,072
17	1,098	0	335	1,071	1,151	0	344	1,080	1,151	0
18	596	1,912	610	1,429	625	1,912	615	1,434	625	1,912
19-20 (g)	186	757	318	1,114	195	757	320	1,119	195	757
21	318	119	386	2,063	333	119	390	2,071	333	119
22	0	0	0	0	0	0	0	0	0	0
Subtotal	3,082	3,860	2,483	9,112	3,229	3,860	2,511	9,150	3,229	3,860
TOTAL	6,818	12,835	5,687	14,121	4,433	10,365	4,482	14,208	4,490	10,365
Village of Islamorada	2,880	415	1,135	4,041	3,017	415	1,158	4,057	3,017	415
City of Lorton	54	0	21	85	56	0	22	86	56	0
City of Key Colony B.	90	0	217	1,327	94	0	220	1,341	94	0
City of Marathon	-	-	-	3,008	2,766	2,471	1,278	3,018	2,766	2,471
City of Key West	12,097	293	2,272	2,280	12,673	293	2,363	2,293	12,673	293
COUNTY TOTAL (q)	21,939	13,543	9,332	24,860	23,040	13,544	9,524	25,003	23,096	13,544

SEE FINAL PAGE FOR FOOTNOTES

SOURCE: 1990 Keamev/Centaur Tourism Study; 1996 Visitor Profiles; Florida Keys West Technical Appendix; Monroe County Planning Department Population Tables

1	51	52	53	54	55	56	57	58	59
PAED	Number of Persons Staying with Friends and Relatives (ah) (48 + 48 + 50) x 15.5%	Peak Number of Persons Staying in Seasonal Dwelling Units During 2002 (ea)	Peak Number of People Staying in Hotel and Motel Rooms During 2002 (ef)	2002 Peak Number of Persons Staying in RVs or Campsites (eg)	2002 Peak Number of Persons Staying with Friends and Relatives (ah) (52 + 53 + 54) x 15.5%	Peak Number of Persons Staying in Seasonal Dwelling Units During 2003 (ea)	Peak Number of People Staying in Hotel and Motel Rooms During 2003 (ef)	2003 Peak Number of Persons Staying in RVs or Campsites (eg)	2003 Peak Number of Persons Staying with Friends and Relatives (ah) (50 + 55 + 56) x 15.5%

Lower Keys

1	112	120	0	600	112	120	0	600	112
2	153	410	82	495	153	411	82	495	153
3	233	287	129	1,089	233	290	129	1,089	234
4a	426	2,251	249	276	430	2,278	249	276	434
4b	3	21	0	0	3	22	0	0	3
5	417	1,306	129	1,268	419	1,318	129	1,268	421
6	253	0	0	1,630	253	0	0	1,630	253
Subtotal	1,596	4,395	589	5,358	1,603	4,438	589	5,358	1,610

Middle Keys

7	-	-	-	-	-	-	-	-	-
8	-	-	-	-	-	-	-	-	-
9	-	-	-	-	-	-	-	-	-
10	121	206	634	0	130	208	634	0	130
11	270	508	94	1,147	271	511	94	1,147	272
12a	-	-	-	-	-	-	-	-	-
12b	-	-	-	-	-	-	-	-	-
13	-	-	-	-	-	-	-	-	-
Subtotal	392	713	728	1,147	401	719	728	1,147	402

Upper Keys

14	-	-	-	-	-	-	-	-	-
15	233	1,276	235	0	234	1,285	235	0	236
16	611	2,182	690	1,072	611	2,185	742	1,072	620
17	346	1,089	1,151	0	347	1,098	1,151	0	348
18	615	1,439	625	1,912	616	1,444	625	1,912	617
19-20 (g)	321	1,124	195	757	322	1,129	195	757	323
21	391	2,078	333	119	392	2,085	333	119	393
22	0	0	0	0	0	0	0	0	0
Subtotal	2,517	9,188	3,229	3,860	2,523	9,225	3,280	3,860	2,537

TOTAL	4,505	14,295	4,546	10,365	4,527	14,383	4,598	10,365	4,549
--------------	--------------	---------------	--------------	---------------	--------------	---------------	--------------	---------------	--------------

Village of Islamorada	1,161	4,073	3,017	415	1,163	4,088	3,017	415	1,166
City of Lorton	22	87	56	0	22	88	56	0	22
City of Key Colony B.	222	1,355	94	0	225	1,370	94	0	227
City of Marathon	1,280	3,029	2,766	2,471	1,281	3,039	2,766	2,471	1,283
City of Key West	2,365	2,307	12,673	293	2,367	2,316	12,673	293	2,369

COUNTY TOTAL (q)	9,555	25,146	23,153	13,544	9,586	25,284	23,204	13,544	9,615
-------------------------	--------------	---------------	---------------	---------------	--------------	---------------	---------------	---------------	--------------

SEE FINAL PAGE FOR FOOTNOTES

SOURCE: 1990 Kearney/Centaur Tourism Study, 1996 Visitor Profiles: Florida Keys/Key West Technical Appendix; Monroe County Planning Department Population Tables

Peak Number of Persons Staying with Friends and Relatives

1	60	61	62	63	64	65	66	67	68	69
PAED	Peak Number of Persons Staying in Seasonal Dwelling Units During 2004 (ae)	Peak Number of People Staying in Hotel and Motel Rooms During 2004 (af)	2004 Peak Number of Persons Staying in RVs or Campsites (ag)	2004 Peak Number of Persons Staying with Friends and Relatives (ah) (60 + 61 + 62) x 15.5%	Peak Number of Persons Staying in Seasonal Dwelling Units During 2005 (o) (ae)	Peak Number of People Staying in Hotel and Motel Rooms During 2005 (af)	2005 Peak Number of Persons Staying in RVs or Campsites (ag)	2005 Peak Number of Persons Staying with Friends and Relatives (ah) (64 + 65 + 66) x 15.5%	Peak Number of Persons Staying in Seasonal Dwelling Units During 2006 (o) (ae)	Peak Number of People Staying in Hotel and Motel Rooms During 2006 (af)
Lower Keys										
1	121	0	600	112	121	0	600	112	121	0
2	414	82	495	154	415	82	495	154	417	82
3	294	129	1,089	234	298	129	1,089	235	302	129
4a	2,319	249	276	441	2,359	249	276	447	2,398	249
4b	22	0	0	3	23	0	0	4	24	0
5	1,335	129	1,268	424	1,352	129	1,268	426	1,367	129
6	0	0	1,630	253	0	0	1,630	253	0	0
Subtotal	4,506	589	5,358	1,620	4,570	589	5,358	1,630	4,630	589
Middle Keys										
7	-	-	-	-	-	-	-	-	-	-
8	-	-	-	-	-	-	-	-	-	-
9	-	-	-	-	-	-	-	-	-	-
10	210	634	0	131	212	634	0	131	213	634
11	514	94	1,147	272	517	94	1,147	272	519	94
12a	-	-	-	-	-	-	-	-	-	-
12b	-	-	-	-	-	-	-	-	-	-
13	-	-	-	-	-	-	-	-	-	-
Subtotal	724	3,494	1,147	403	729	3,494	1,147	404	733	3,494
Upper Keys										
14	-	-	-	-	-	-	-	-	-	-
15	1,301	235	0	238	1,316	235	0	240	1,330	235
16	2,190	742	1,072	621	2,192	742	1,072	621	2,193	742
17	1,117	1,151	0	351	1,135	1,151	0	354	1,152	1,151
18	1,454	625	1,912	619	1,463	625	1,912	620	1,470	625
19-20 (g)	1,139	195	757	324	1,149	195	757	326	1,157	195
21	2,099	333	119	395	2,110	333	119	397	2,120	333
22	0	0	0	0	0	0	0	0	0	0
Subtotal	9,299	3,280	3,860	2,548	9,365	3,280	3,860	2,558	9,422	3,280
TOTAL	14,529	7,364	10,365	4,571	14,663	7,364	10,365	4,592	14,784	7,364
Village of Islamorada	4,106	3,017	415	1,168	4,120	3,017	415	1,170	4,129	3,017
City of Laysan	89	56	0	23	90	56	0	23	91	56
City of Key Colony B.	1,384	94	0	229	1,398	94	0	231	1,410	94
City of Marathon	3,048	2,766	2,471	1,284	3,053	2,766	2,471	1,285	3,056	2,766
City of Key West	2,325	11,914	293	2,252	2,334	11,914	293	2,254	2,339	11,914
COUNTY TOTAL (g)	25,481	25,211	13,544	9,528	25,658	25,211	13,544	9,555	25,809	25,211

SEE FINAL PAGE FOR FOOTNOTES

SOURCE: 1990 Kearney/Centaur Tourism Study; 1996 Visitor Profiles; Florida Keys/Key West Technical Appendix; Monroe County Planning Department Population Tables

1	70	71	72	73	74	75	76	77	78	79
PAED	2008 Peak Number of Persons Staying in RVs or Campsites (eg)	2008 Peak Number of Persons Staying with Friends and Relatives (eh) (88 + 69 + 70) x 15.5%	Peak Number of Persons Staying in Seasonal Dwelling Units During 2007 (o) (ee)	Peak Number of People Staying in Hotel and Motel Rooms During 2007 (ef)	2007 Peak Number of Persons Staying in RVs or Campsites (eg)	2007 Peak Number of Persons Staying with Friends and Relatives (eh) (71 + 72 + 73) x 15.5%	Peak Number of Persons Staying in Seasonal Dwelling Units During 2008 (o) (ee)	Peak Number of People Staying in Hotel and Motel Rooms During 2008 (ef)	2008 Peak Number of Persons Staying in RVs or Campsites (eg)	2008 Peak Number of Persons Staying with Friends and Relatives (eh) (78 + 77 + 78) x 15.5%

Lower Keys

1	600	112	121	0	600	112	121	0	601	112
2	495	154	418	82	495	154	419	82	496	154
3	1,089	236	306	129	1,090	236	310	129	1,091	237
4a	276	453	2,434	249	277	459	2,469	249	277	464
4b	0	4	25	0	0	4	26	0	0	4
5	1,268	429	1,381	129	1,270	431	1,394	129	1,271	433
6	1,630	253	0	0	1,632	253	0	0	1,634	253
Subtotal	5,358	1,639	4,686	590	5,363	1,649	4,739	591	5,369	1,658

Middle Keys

7	-	-	-	-	-	-	-	-	-	-
8	-	-	-	-	-	-	-	-	-	-
9	-	-	-	-	-	-	-	-	-	-
10	0	131	215	635	0	132	216	635	0	132
11	1,147	273	521	94	1,148	273	522	94	1,149	274
12a	-	-	-	-	-	-	-	-	-	-
12b	-	-	-	-	-	-	-	-	-	-
13	-	-	-	-	-	-	-	-	-	-
Subtotal	1,147	404	736	729	1,148	405	738	729	1,149	406

Upper Keys

14	-	-	-	-	-	-	-	-	-	-
15	0	242	1,342	235	0	244	1,353	235	0	246
16	1,072	621	2,191	743	1,073	621	2,188	743	1,074	621
17	0	357	1,169	1,152	0	360	1,184	1,153	0	362
18	1,912	621	1,476	625	1,914	622	1,481	626	1,916	624
19-20 (g)	757	327	1,164	195	758	328	1,169	195	759	329
21	119	399	2,127	334	119	400	2,133	334	119	401
22	0	0	0	0	0	0	0	0	0	0
Subtotal	3,860	2,567	9,469	3,284	3,864	2,576	9,508	3,287	3,868	2,583

TOTAL	10,365	4,611	14,891	4,602	10,375	4,630	14,985	4,607	10,386	4,647
--------------	---------------	--------------	---------------	--------------	---------------	--------------	---------------	--------------	---------------	--------------

Village of Islamorada	415	1,172	4,134	3,020	415	1,173	4,136	3,023	416	1,174
City of Laysan	0	23	92	56	0	23	93	56	0	23
City of Key Colony B.	0	233	1,421	94	0	235	1,431	94	0	236
City of Marathon	2,471	1,285	3,055	2,789	2,473	1,286	3,051	2,772	2,476	1,286
City of Key West	293	2,255	2,345	11,926	293	2,257	2,350	11,938	293	2,260

COUNTY TOTAL (q)	13,544	9,579	25,938	22,467	13,558	9,604	26,045	22,490	13,571	9,626
-------------------------	---------------	--------------	---------------	---------------	---------------	--------------	---------------	---------------	---------------	--------------

SEE FINAL PAGE FOR FOOTNOTES

SOURCE: 1990 Kearney/Centaur Tourism Study; 1996 Visitor Profiles: Florida Keys/Key West Technical Appendix; Monroe County Planning Department Population Tables

Peak Number of Persons Staying with Friends and Relatives

1	80	81	82	83	84	85	86	87	88	89
PAED	Peak Number of Persons Staying in Seasonal Dwelling Units During 2009 (e)	Peak Number of People Staying in Hotel and Motel Rooms During 2009 (af)	2009 Peak Number of Persons Staying in RVs or Campsites (ag)	2009 Peak Number of Persons Staying with Friends and Relatives (ah) (80 + 81 + 82) x 15.5%	Peak Number of Persons Staying in Seasonal Dwelling Units During 2010 (aj)	Peak Number of People Staying in Hotel and Motel Rooms During 2010 (ak)	2010 Peak Number of Persons Staying in RVs or Campsites (al)	2010 Peak Number of Persons Staying with Friends and Relatives (am) (84 + 85 + 86) x 15.5%	Peak Number of Persons Staying in Seasonal Dwelling Units During 2011 (an)	Peak Number of People Staying in Hotel and Motel Rooms During 2011 (ao)
Lower Keys										
1	121	0	601	112	121	0	602	112	120	0
2	419	82	496	155	419	83	497	155	418	83
3	313	130	1,092	238	316	130	1,093	239	319	130
4a	2,502	250	277	469	2,533	250	277	474	2,561	250
4b	27	0	0	4	28	0	0	4	29	0
5	1,406	130	1,272	435	1,416	130	1,273	437	1,425	130
6	0	0	1,635	253	0	0	1,637	254	0	0
Subtotal	4,788	591	5,374	1,667	4,832	592	5,379	1,675	4,872	592
Middle Keys										
7	-	-	-	-	-	-	-	-	-	-
8	-	-	-	-	-	-	-	-	-	-
9	-	-	-	-	-	-	-	-	-	-
10	217	636	0	132	218	637	0	132	219	637
11	523	94	1,150	274	523	94	1,151	274	523	94
12a	-	-	-	-	-	-	-	-	-	-
12b	-	-	-	-	-	-	-	-	-	-
13	-	-	-	-	-	-	-	-	-	-
Subtotal	740	730	1,150	406	741	731	1,151	407	741	732
Upper Keys										
14	-	-	-	-	-	-	-	-	-	-
15	1,363	236	0	246	1,372	236	0	249	1,379	236
16	2,182	744	1,075	620	2,174	745	1,076	619	2,163	746
17	1,199	1,154	0	365	1,212	1,155	0	367	1,225	1,158
18	1,484	626	1,918	624	1,486	627	1,920	625	1,486	628
19-20 (g)	1,174	195	759	330	1,178	196	760	331	1,180	196
21	2,136	334	119	401	2,137	335	119	402	2,136	335
22	0	0	0	0	0	0	0	0	0	0
Subtotal	9,538	3,290	3,872	2,588	9,558	3,293	3,876	2,593	9,569	3,297
TOTAL	15,065	4,611	10,396	4,661	15,131	4,616	10,407	4,674	15,183	4,621
Village of Islamorada	4,133	3,026	416	1,174	4,126	3,029	417	1,174	4,115	3,032
City of Laysan	93	57	0	23	94	57	0	23	94	57
City of Key Colony B.	1,439	94	0	238	1,446	94	0	239	1,451	94
City of Marathon	3,044	2,774	2,478	1,286	3,035	2,777	2,481	1,285	3,022	2,780
City of Key West	2,355	11,950	294	2,263	2,361	11,962	294	2,266	2,366	11,974
COUNTY TOTAL (q)	26,130	22,512	13,585	9,645	26,192	22,535	13,598	9,660	26,231	22,557

SEE FINAL PAGE FOR FOOTNOTES

SOURCE: 1990 Kearney/Centaur Tourism Study; 1996 Visitor Profiles; Florida Keys/Key West Technical Appendix; Monroe County Planning Department Population Tables

1	90	91	92	93	94	95	96	97	98	99
PAED	2011 Peak Number of Persons Staying in RVs or Campsites (eg)	2011 Peak Number of Persons Staying with Friends and Relatives (ah) (98 + 99 + 90) x 15.5%	Peak Number of Persons Staying in Seasonal Dwelling Units During 2012 (o)	Peak Number of People Staying in Hotel and Motel Rooms During 2012 (af)	2012 Peak Number of Persons Staying in RVs or Campsites (ag)	2012 Peak Number of Persons Staying with Friends and Relatives (ah) (92 + 93 + 94) x 15.5%	Peak Number of Persons Staying in Seasonal Dwelling Units During 2013 (o)	Peak Number of People Staying in Hotel and Motel Rooms During 2013 (af)	2013 Peak Number of Persons Staying in RVs or Campsites (ag)	2013 Peak Number of Persons Staying with Friends and Relatives (ah) (96 + 97 + 98) x 15.5%
Lower Keys										
1	603	112	120	0	603	112	119	0	604	112
2	497	155	417	83	498	155	415	83	498	154
3	1,094	239	321	130	1,095	240	323	130	1,096	240
4a	278	479	2,588	250	278	483	2,612	251	278	487
4b	0	5	30	0	0	5	31	0	0	5
5	1,275	439	1,432	130	1,276	440	1,438	130	1,277	441
6	1,639	254	0	0	1,640	254	0	0	1,642	254
Subtotal	5,385	1,862	4,908	593	5,390	1,688	4,939	594	5,396	1,694
Middle Keys										
7	-	-	-	-	-	-	-	-	-	-
8	-	-	-	-	-	-	-	-	-	-
9	-	-	-	-	-	-	-	-	-	-
10	0	133	219	638	0	133	219	638	0	133
11	1,153	274	522	94	1,154	274	520	95	1,155	274
12a	-	-	-	-	-	-	-	-	-	-
12b	-	-	-	-	-	-	-	-	-	-
13	-	-	-	-	-	-	-	-	-	-
Subtotal	1,153	407	741	732	1,154	407	739	733	1,155	407
Upper Keys										
14	-	-	-	-	-	-	-	-	-	-
15	0	250	1,385	236	0	251	1,390	236	0	252
16	1,078	618	2,151	746	1,079	616	2,137	747	1,080	614
17	0	369	1,236	1,157	0	371	1,247	1,159	0	373
18	1,922	628	1,485	628	1,924	626	1,482	629	1,926	628
19-20 (g)	761	331	1,181	196	762	332	1,181	196	762	332
21	119	402	2,133	335	120	401	2,128	336	120	400
22	0	0	0	0	0	0	0	0	0	0
Subtotal	3,880	2,596	9,571	3,300	3,884	2,597	9,564	3,303	3,887	2,597
TOTAL	10,417	4,684	15,220	4,625	10,427	4,692	15,242	4,630	10,438	4,698
Village of Islamorada	417	1,172	4,099	3,035	417	1,171	4,080	3,038	418	1,168
City of Layan	0	23	94	57	0	23	95	57	0	23
City of Key Colony B.	0	240	1,455	94	0	240	1,458	95	0	241
City of Marathon	2,483	1,284	3,006	2,783	2,486	1,283	2,997	2,785	2,488	1,280
City of Key West	294	2,268	2,372	11,986	295	2,271	2,377	11,998	295	2,274
COUNTY TOTAL (q)	13,612	9,672	26,246	22,580	13,625	9,680	26,239	22,602	13,639	9,684

SEE FINAL PAGE FOR FOOTNOTES

SOURCE: 1990 Kearney/Centaur Tourism Study; 1996 Visitor Profiles; Florida Keys/Key West Technical Appendix; Monroe County Planning Department Population Tables

Peak Number of Persons Staying with Friends and Relatives

1	100	101	102	103	104	105	106	107
PAED	Peak Number of Persons Staying in Seasonal Dwelling Units During 2014 (a)	Peak Number of People Staying in Hotel and Motel Rooms During 2014 (at)	2014 Peak Number of Persons Staying in RVs or Campsites (ag)	2014 Peak Number of Persons Staying with Friends and Relatives (ah) $(100 + 97 + 90) \times 15.5\%$	Peak Number of Persons Staying in Seasonal Dwelling Units During 2015 (ao)	Peak Number of People Staying in Hotel and Motel Rooms During 2015 (at)	2015 Peak Number of Persons Staying in RVs or Campsites (eg)	2015 Peak Number of Persons Staying with Friends and Relatives (eh) $(104 + 105 + 106) \times 15.5\%$
Lower Keys								
1	118	0	604	112	117	0	605	112
2	414	83	499	154	411	83	499	154
3	325	130	1,097	241	327	130	1,099	241
4a	2,633	251	279	480	2,652	251	279	493
4b	32	0	0	5	33	0	0	5
5	1,443	130	1,279	442	1,446	130	1,280	443
6	0	0	1,643	255	0	0	1,645	255
Subtotal	4,966	594	5,401	1,699	4,987	595	5,406	1,703
Middle Keys								
7	-	-	-	-	-	-	-	-
8	-	-	-	-	-	-	-	-
9	-	-	-	-	-	-	-	-
10	219	639	0	133	219	640	0	133
11	518	95	1,156	274	516	95	1,157	274
12a	-	-	-	-	-	-	-	-
12b	-	-	-	-	-	-	-	-
13	-	-	-	-	-	-	-	-
Subtotal	738	734	1,156	407	735	734	1,157	407
Upper Keys								
14	-	-	-	-	-	-	-	-
15	1,393	237	0	253	1,395	237	0	253
16	2,120	748	1,081	612	2,102	749	1,082	609
17	1,256	1,160	0	374	1,264	1,161	0	376
18	1,478	630	1,928	625	1,472	630	1,929	625
19-20 (g)	1,180	196	763	332	1,178	197	764	331
21	2,120	336	120	399	2,111	336	120	398
22	0	0	0	0	0	0	0	0
Subtotal	9,547	3,307	3,891	2,595	9,521	3,310	3,895	2,592
TOTAL	15,250	4,634	10,448	4,702	15,243	4,639	10,459	4,703
Village of Islamorada	4,057	3,041	418	1,165	4,030	3,044	419	1,161
City of Laysan	95	57	0	24	95	57	0	24
City of Key Colony B.	1,459	95	0	241	1,459	95	0	241
City of Marathon	2,966	2,788	2,491	1,278	2,941	2,791	2,493	1,275
City of Key West	2,382	12,010	295	2,277	2,388	12,022	296	2,279
COUNTY TOTAL (q)	26,208	22,625	13,653	9,685	26,155	22,648	13,666	9,683



Monroe County Planning Department

Appendix 10

Peak Population Staying on Live Aboard Vessels by PAED from 1990 to 2015

Peak Number of People on Liveaboard Vessels

1	2	3	4	5	6	7	8	9	10	11	12
PAEO	1990 Census Tract(s)	1990 Census Block Groups	Percentage of the Total Number of Liveaboard Vessels in Monroe County (all)	Average # of Persons Per Liveaboard Vessel (all)	Peak Number of Liveaboard Vessels in 1990 (all)	1990 Peak Number of People on Liveaboard Vessels (5 x 6)	Peak Number of Liveaboard Vessels in 1991 (6 x (0.10%))	1991 Peak Number of People on Liveaboard Vessels (4 x 7)	Peak Number of Liveaboard Vessels in 1992 (8 x (0.10%))	1992 Peak Number of People on Liveaboard Vessels (4 x 10)	Peak Number of Liveaboard Vessels in 1993 (10 x (10 x 0.10%))
Lower Keys											
1	9718 & 9719 pt.	N/A	17.91%	1.8	249	448	249	448	249	448	249
2	9717	N/A	5.80%	1.8	80	145	81	145	81	145	81
3	9716	N/A	0.00%	1.8	0	0	0	0	0	0	0
4a	9715	N/A	1.29%	1.8	18	32	18	32	18	32	18
4b	9714 pt.	BG 4 (a)	0.00%	1.8	0	0	0	0	0	0	0
5	9714 pt.	BG 1,2,3,4,5 (a)	7.73%	1.8	107	193	107	193	108	194	108
6	9714 pt. & 9713 pt.	9714 BG 1 (b)	0.00%	1.8	0	0	0	0	0	0	0
Subtotal	-	-	32.73%	1.8	454	818	455	819	455	819	456
Middle Keys											
7	9713, 9712, & 9711	N/A	17.01%	1.8	236	425	236	425	237	426	237
8	9710 pt.	BG 3 (c)	9.15%	1.8	127	229	127	229	127	229	127
9	9710 pt.	BG 2 (d)	0.00%	1.8	0	0	0	0	0	0	0
10	9710 pt.	BG 2 (d)	0.00%	1.8	0	0	0	0	0	0	0
11	9710 pt.	BG 1 (e)	0.00%	1.8	0	0	0	0	0	0	0
12a	9709 pt.	BG 5	0.00%	1.8	0	0	0	0	0	0	0
12b	9709 pt.	BG 1,2 (f)	0.00%	1.8	0	0	0	0	0	0	0
13	9709 pt.	BG 1,2,3,4 (f)	0.52%	1.8	7	13	7	13	7	13	7
Subtotal	-	-	26.68%	1.8	370	666	371	667	371	668	371
Upper Keys											
14	9708	N/A	0.00%	1.8	0	0	0	0	0	0	0
15	9707	N/A	1.42%	1.8	20	35	20	35	20	35	20
16	9706	N/A	0.13%	1.8	2	3	2	3	2	3	2
17	9705	N/A	4.64%	1.8	64	116	64	116	65	116	65
18	9704	N/A	0.00%	1.8	0	0	0	0	0	0	0
19-20 (g)	9703	N/A	0.52%	1.8	7	13	7	13	7	13	7
21	9702, 98 pt.	BG 1,2,3 (h)	7.73%	1.8	107	193	107	193	108	194	108
22	9701 pt. & 9702, 98 pt.	BG 1 (h)	4.12%	1.8	57	103	57	103	57	103	57
Subtotal	-	-	18.56%	1.8	258	464	258	464	258	465	258
UNINC. TOTALS											
	-	-	77.96%	1.8	1,082	1,948	1,083	1,950	1,084	1,952	1,085
County Totals											
Village of Islamorada	9709	N/A	-	-	-	-	-	-	-	-	-
City of Lagoon	9710	BG 1	0.00%	1.8	0	0	0	0	0	0	0
City of Key Colony B.	9710	BG 3	0.00%	1.8	0	0	0	0	0	0	0
City of Marathon	9710-9713	N/A	-	-	-	-	-	-	-	-	-
City of Key West	9719-9726	N/A	22.04%	1.8	306	551	306	551	306	552	307
COUNTY TOTAL (q)											
	-	-	100.00%	1.8	1,388	2,498	1,389	2,501	1,391	2,503	1,392

SEE FINAL PAGE FOR FOOTNOTES

SOURCE: Monroe County Planning Department: Antonini et. al. "Boat Live-Aboards in the Florida Keys: A New Factor in Waterfront Development"

1	13	14	15	16	17	18	19	20	21	22	23	24	25
PAED	1993 Peak Number of People on Livesboard Vessels (4 x 12)	Peak Number of Livesboard Vessels in 1994 (12 x 12 x 0.10%)	1994 Peak Number of People on Livesboard Vessels (4 x 14)	Peak Number of Livesboard Vessels in 1995 (14 x 14 x 0.10%)	1995 Peak Number of People on Livesboard Vessels (4 x 16)	Peak Number of Livesboard Vessels in 1996 (16 x 16 x 0.10%)	1996 Peak Number of People on Livesboard Vessels (4 x 18)	Peak Number of Livesboard Vessels in 1997 (18 x 18 x 0.10%)	1997 Peak Number of People on Livesboard Vessels (4 x 20)	Peak Number of Livesboard Vessels in 1998 (20 x 20 x 0.10%)	1998 Peak Number of People on Livesboard Vessels (4 x 22)	Peak Number of Livesboard Vessels in 1999 (22 x 22 x 0.10%)	1999 Peak Number of People on Livesboard Vessels (4 x 24)

Lower Keys

1	449	250	449	250	450	250	450	250	451	251	451	251	452
2	145	81	145	81	146	81	146	81	146	81	146	81	146
3	0	0	0	0	0	0	0	0	0	0	0	0	0
4a	32	18	32	18	32	18	32	18	32	18	32	18	32
4b	0	0	0	0	0	0	0	0	0	0	0	0	0
5	194	108	194	108	194	108	194	108	195	108	195	108	195
6	0	0	0	0	0	0	0	0	0	0	0	0	0
Subtotal	820	456	821	457	822	457	823	458	824	458	824	458	825

Middle Keys

7	426	237	427	237	427	238	428	238	428	238	428	238	429
8	229	128	230	128	230	128	230	128	230	128	230	128	231
9	0	0	0	0	0	0	0	0	0	0	0	0	0
10	0	0	0	0	0	0	0	0	0	0	0	0	0
11	0	0	0	0	0	0	0	0	0	0	0	0	0
12a	0	0	0	0	0	0	0	0	0	0	0	0	0
12b	0	0	0	0	0	0	0	0	0	0	0	0	0
13	13	7	13	7	13	7	13	7	13	7	13	7	13
Subtotal	668	372	669	372	670	372	670	373	671	366	659	366	659

Upper Keys

14	0	0	0	0	0	0	0	0	0	0	0	0	0
15	36	20	36	20	36	20	36	20	36	20	36	20	36
16	3	2	3	2	3	2	3	2	3	2	3	2	3
17	116	65	116	65	116	65	117	65	117	65	117	65	117
18	0	0	0	0	0	0	0	0	0	0	0	0	0
19-20 (g)	13	7	13	7	13	7	13	7	13	7	13	7	13
21	194	108	194	108	194	108	194	108	195	108	195	108	195
22	103	57	103	58	104	58	104	58	104	58	104	58	104
Subtotal	465	259	465	259	466	259	466	259	467	260	467	260	468

UNINC. TOTALS	1,954	1,086	1,956	1,088	1,958	1,089	1,960	1,090	1,962	1,084	1,951	1,085	1,952
----------------------	--------------	--------------	--------------	--------------	--------------	--------------	--------------	--------------	--------------	--------------	--------------	--------------	--------------

Village of Islamorada	0	0	0	0	0	0	0	0	0	0	0	0	0
City of Lagoon	0	0	0	0	0	0	0	0	0	0	0	0	0
City of Key Colony B.	0	0	0	0	0	0	0	0	0	0	0	0	0
City of Marathon	0	0	0	0	0	0	0	0	0	0	0	0	0
City of Key West	552	307	553	307	553	308	554	308	554	308	555	309	556

COUNTY TOTAL (q)	2,506	1,394	2,508	1,395	2,511	1,396	2,513	1,398	2,516	1,399	2,518	1,400	2,521
-------------------------	--------------	--------------	--------------	--------------	--------------	--------------	--------------	--------------	--------------	--------------	--------------	--------------	--------------

SEE FINAL PAGE FOR FOOTNOTES
SOURCE: Monroe County Planning Department; Antonini et. al. "Boat Live-Aboards in the Florida Keys: A New Factor in Waterfront Development"

Peak Number of People on Liveboard Vessels

1	26	27	28	29	30	31	32	33	34	35	36	37
PAEO	Peak Number of Liveboard Vessels in 2000 (24 x (24 x 0.10%))	2000 Peak Number of People on Liveboard Vessels (4 x 24)	Peak Number of Liveboard Vessels in 2001 (26 x (26 x 0.10%))	2001 Peak Number of People on Liveboard Vessels (4 x 26)	Peak Number of Liveboard Vessels in 2002 (28 x (28 x 0.10%))	2002 Peak Number of People on Liveboard Vessels (4 x 30)	Peak Number of Liveboard Vessels in 2003 (30 x (30 x 0.10%))	2003 Peak Number of People on Liveboard Vessels (4 x 32)	Peak Number of Liveboard Vessels in 2004 (32 x (32 x 0.10%))	2004 Peak Number of People on Liveboard Vessels (4 x 34)	Peak Number of Liveboard Vessels in 2005 (34 x (34 x 0.10%))	2005 Peak Number of People on Liveboard Vessels (4 x 36)

Lower Keys

1	251	452	251	452	252	453	252	453	252	454	252	454
2	81	146	81	146	81	147	82	147	82	147	82	147
3	0	0	0	0	0	0	0	0	0	0	0	0
4a	18	33	18	33	18	33	18	33	18	33	18	33
4b	0	0	0	0	0	0	0	0	0	0	0	0
5	108	195	109	195	109	196	109	196	109	196	109	196
6	0	0	0	0	0	0	0	0	0	0	0	0
Subtotal	459	826	459	827	460	826	460	828	461	829	461	830

Middle Keys

7	-	-	-	-	-	-	-	-	-	-	-	-
8	-	-	-	-	-	-	-	-	-	-	-	-
9	0	0	0	0	0	0	0	0	0	0	0	0
10	0	0	0	0	0	0	0	0	0	0	0	0
11	0	0	0	0	0	0	0	0	0	0	0	0
12a	-	-	-	-	-	-	-	-	-	-	-	-
12b	-	-	-	-	-	-	-	-	-	-	-	-
13	-	-	-	-	-	-	-	-	-	-	-	-
Subtotal	0	0	0	0	0	0	0	0	0	0	0	0

Upper Keys

14	-	-	-	-	-	-	-	-	-	-	-	-
15	20	36	20	36	20	36	20	36	20	36	20	36
16	2	3	2	3	2	3	2	3	2	3	2	3
17	65	117	65	117	65	117	65	117	65	118	65	118
18	0	0	0	0	0	0	0	0	0	0	0	0
19-20 (g)	7	13	7	13	7	13	7	13	7	13	7	13
21	108	195	109	195	109	196	109	196	109	196	109	196
22	58	104	58	104	58	104	58	104	58	104	58	105
Subtotal	260	468	260	469	261	469	261	470	261	470	261	471

UNINC. TOTALS	719	1,294	720	1,296	720	1,297	721	1,298	722	1,299	723	1,301
---------------	-----	-------	-----	-------	-----	-------	-----	-------	-----	-------	-----	-------

Village of Islamorada	7	13	7	13	7	13	7	13	7	13	7	13
City of Lagoon	0	0	0	0	0	0	0	0	0	0	0	0
City of Key Colony B.	0	0	0	0	0	0	0	0	0	0	0	0
City of Marathon	366	659	367	660	367	661	367	661	368	662	368	663
City of Key West	309	556	309	557	310	557	310	558	310	558	310	559

COUNTY TOTAL (q)	1,401	2,522	1,403	2,525	1,404	2,527	1,406	2,530	1,407	2,533	1,408	2,535
------------------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------

1	38	39	40	41	42	43	44	45	46	47	48	49
PAEO	Peak Number of Liveboard Vessels in 2006 (36 x (30 x 0.10%))	2006 Peak Number of People on Liveboard Vessels (4 x 36)	Peak Number of Liveboard Vessels in 2007 (38 x (30 x 0.10%))	2007 Peak Number of People on Liveboard Vessels (4 x 40)	Peak Number of Liveboard Vessels in 2008 (40 x (40 x 0.10%))	2008 Peak Number of People on Liveboard Vessels (4 x 42)	Peak Number of Liveboard Vessels in 2009 (42 x (42 x 0.10%))	2009 Peak Number of People on Liveboard Vessels (4 x 44)	Peak Number of Liveboard Vessels in 2010 (44 x (44 x 0.10%))	2010 Peak Number of People on Liveboard Vessels (4 x 46)	Peak Number of Liveboard Vessels in 2011 (46 x (46 x 0.10%))	2011 Peak Number of People on Liveboard Vessels (4 x 48)

Lower Keys

1	253	455	253	455	253	456	253	456	254	457	254	457
2	82	147	82	147	82	148	82	148	82	148	82	148
3	0	0	0	0	0	0	0	0	0	0	0	0
4a	18	33	18	33	18	33	18	33	18	33	18	33
4b	0	0	0	0	0	0	0	0	0	0	0	0
5	109	196	109	196	109	197	109	197	109	197	110	197
6	0	0	0	0	0	0	0	0	0	0	0	0
Subtotal	462	831	462	832	463	833	463	833	463	834	464	835

Middle Keys

7	-	-	-	-	-	-	-	-	-	-	-	-
8	-	-	-	-	-	-	-	-	-	-	-	-
9	0	0	0	0	0	0	0	0	0	0	0	0
10	0	0	0	0	0	0	0	0	0	0	0	0
11	0	0	0	0	0	0	0	0	0	0	0	0
12a	-	-	-	-	-	-	-	-	-	-	-	-
12b	-	-	-	-	-	-	-	-	-	-	-	-
13	-	-	-	-	-	-	-	-	-	-	-	-
Subtotal	0	0	0	0	0	0	0	0	0	0	0	0

Upper Keys

14	-	-	-	-	-	-	-	-	-	-	-	-
15	20	36	20	36	20	36	20	36	20	36	20	36
16	2	3	2	3	2	3	2	3	2	3	2	3
17	65	118	65	118	66	118	66	118	66	118	66	118
18	0	0	0	0	0	0	0	0	0	0	0	0
19-20 (g)	7	13	7	13	7	13	7	13	7	13	7	13
21	109	196	109	196	109	197	109	197	109	197	110	197
22	58	105	58	105	58	105	58	105	58	105	58	105
Subtotal	262	471	262	472	262	472	263	473	263	473	263	473

UNINC. TOTALS	723	1,302	724	1,303	725	1,305	726	1,306	726	1,307	727	1,309
---------------	-----	-------	-----	-------	-----	-------	-----	-------	-----	-------	-----	-------

Village of Islamorada	7	13	7	13	7	13	7	13	7	13	7	13
City of Lelyton	0	0	0	0	0	0	0	0	0	0	0	0
City of Key Colony B.	0	0	0	0	0	0	0	0	0	0	0	0
City of Marathon	369	663	369	664	369	665	370	665	370	666	370	667
City of Key West	311	559	311	560	311	561	312	561	312	562	312	562

COUNTY TOTAL (q)	1,410	2,538	1,411	2,540	1,413	2,543	1,414	2,545	1,415	2,548	1,417	2,550
------------------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------

SEE FINAL PAGE FOR FOOTNOTES
SOURCE: Monroe County Planning Department; Antonini et. al. "Boat Live-Aboards in the Florida Keys: A New Factor in Waterfront Development"

Peak Number of People on Liveboard Vessels

1	50	51	52	53	54	55	56	57
	Peak Number of Liveboard Vessels in 2012 (48 ÷ (48 × 0.10%))	2012 Peak Number of People on Liveboard Vessels (4 × 50)	Peak Number of Liveboard Vessels in 2013 (50 ÷ (50 × 0.10%))	2013 Peak Number of People on Liveboard Vessels (4 × 52)	Peak Number of Liveboard Vessels in 2014 (52 ÷ (52 × 0.10%))	2014 Peak Number of People on Liveboard Vessels (4 × 54)	Peak Number of Liveboard Vessels in 2015 (54 ÷ (54 × 0.10%))	2015 Peak Number of People on Liveboard Vessels (4 × 56)
PAED								
Lower Keys								
1	254	457	254	458	255	458	255	459
2	82	148	82	148	82	148	83	149
3	0	0	0	0	0	0	0	0
4a	18	33	18	33	18	33	18	33
4b	0	0	0	0	0	0	0	0
5	110	197	110	198	110	198	110	198
6	0	0	0	0	0	0	0	0
Subtotal	464	836	465	837	465	838	466	838
Middle Keys								
7	-	-	-	-	-	-	-	-
8	-	-	-	-	-	-	-	-
9	0	0	0	0	0	0	0	0
10	0	0	0	0	0	0	0	0
11	0	0	0	0	0	0	0	0
12a	-	-	-	-	-	-	-	-
12b	-	-	-	-	-	-	-	-
13	-	-	-	-	-	-	-	-
Subtotal	0	0	0	0	0	0	0	0
Upper Keys								
14	-	-	-	-	-	-	-	-
15	20	36	20	36	20	36	20	36
16	2	3	2	3	2	3	2	3
17	66	118	66	119	66	119	66	119
18	0	0	0	0	0	0	0	0
19-20 (g)	7	13	7	13	7	13	7	13
21	110	197	110	198	110	198	110	198
22	59	105	59	105	59	106	59	106
Subtotal	263	474	264	474	264	475	264	475
UNINC. TOTALS	728	1,310	728	1,311	729	1,313	730	1,314
Village of Islamorada	7	13	7	13	7	13	7	13
City of Layton	0	0	0	0	0	0	0	0
City of Key Colony B.	0	0	0	0	0	0	0	0
City of Marathon	371	667	371	668	372	669	372	669
City of Key West	313	563	313	563	313	564	314	564
COUNTY TOTAL (q)	1,418	2,553	1,420	2,555	1,421	2,558	1,423	2,561



Monroe County Planning Department

Appendix 11

Footnotes

FOOTNOTES

- (a) The Census places No Name Key within Tract 9714 Block Group 4, but the figures for No Name Key are calculated separately in this model.
- (b) The Census includes W. Summerland, Bahia Honda, Ohio, & Missouri Keys within Tract 9714 Block Group 1. The totals for these islands as well as Pigeon Key have been aggregated separately in this model.
- (c) The City of Key Colony Beach is excluded from the totals for this PAED.
- (d) The Census includes Grassy and Duck Keys within Tract 9710 Block Group 2, but the figures for either PAED are calculated separately in this model.
- (e) The City of Lorton is excluded from the totals for this PAED.
- (f) The Census includes Windley Key (PAED 12b) within Tract 9709 Block Groups 1 and 2. The totals for Windley Key have been aggregated separately in this model.
- (g) PAEDs 19 and 20 are divided by US Highway 1. Neither the Census data nor the Building Department data have been aggregated in this way. As a result, the population figures for both these PAEDs have been aggregated in this model.
- (h) The Census includes Cross Key (PAED 22) within Tracts 9701 and 9702.98, but the figures for Cross Key have been aggregated separately in this model.
- (i) This is a surrogate measurement that compares the total population to the total number of housing units. This figure accounts for persons in group quarters and the number of vacant housing units. This figure is NOT persons per household, which is based upon the number of persons in occupied housing units only.
- (j) This number accounts for persons in group quarters, and accounts for the number of vacant housing units based upon the persons-per-total-housing-units figure (column 13). This number does NOT include seasonal population.
- (k) This number was derived by examining the number of CO's by PAED through December 31, 1999.
- (l) This number uses the total number of residential permits available based on the current ROGO system. PAED totals were derived by multiplying the total number of permits available for a sub-district by a PAED's historical contribution to the number of units built in that sub-district from 1990 to 1999 (column 55).
- (m) The 1999 Total Population is an estimate based on the number of Certificates of Occupancy issued.
- (n) These population forecasts are based on the mean historical percent increases. There are currently no ROGO guidelines for development after 2003.
- (o) The percent increase figure has a .10% reduction (over the previous year's total) which is applied as an assumption that population will tend to level off or decline as a function of reduced carrying capacity and slower growth rates.
- (p) Key West population figures come from Tables 1.1 and 1.3 of their Evaluation and Appraisal Report (EAR). Key West totals in these tables differ from 1990 Census STF1A figures based upon their inclusion of military housing/population (not included in the Census). For consistency, the Key West EAR figures were used in this model, but the military housing/population figures were removed from the 1990 data columns. This data comes from Key West, not the Monroe County Planning Dept. Please note that the Key West Peak Seasonal Tourist Population figures INCLUDE day visitors, while the Monroe County figures do not.
- (q) The County Total figure excludes Mainland Monroe County, the Marquesas, and the Dry Tortugas.

(r) The number of seasonal units is derived from the 1990 Census.

(s) This number is taken from the Permanent Resident Population Estimates and Forecasts model, which is based upon the number of Certificates of Occupancy issued.

Key West figures are taken from their Evaluation and Appraisal Report, not from the Monroe County Planning Department.

(t) This number is taken from Table A.1.32 of the TDC's "Technical Appendix: Sampling Methodologies and Estimation Methods Applied to the Florida Keys/Key West Visitors Surveys" document prepared by Vernon Leeworthy in December of 1996. Key West's figure comes from their Evaluation and Appraisal Report.

(u) This number is derived from the State of Florida Department of Business and Professional Regulation Master List of Hotels, Motels, B&B's and Transient Apartments.

The number of units which were issued Certificates of Occupancy during the year by the Monroe County Building Department have been added to the State's figures.

(v) This number comes from the TDC's Visitor Profiles: Florida Keys/Key West 1996 Study Technical Appendix Table A.1.32 on Page 28.

(x) This number comes from the "Trend Report" prepared by Smith Travel Research for the TDC. This rate includes all of Monroe County including Key West, and is the highest monthly occupancy rate for the year.

(y) This number is derived by including the existing number of rooms plus any projects which may have been vested. The Village at Hawks Cay has approximately 71 units which are not constructed by 1999. These remaining units have been divided up evenly over 2000, 2001, and 2002.

(z) This number includes all vested hotel/motel units remaining.

(aa) This number remains constant as a result of the Year 2010 Comprehensive Plan Policy 101.2.6 (ROGO) which places a moratorium on these units.

(ab) This number comes from the TDC's Visitor Profiles: Florida Keys/Key West 1996 Study Technical Appendix Table A.1.30 Pages 25 and 26. The numbers found in the TDC study are for 1996, but have been used for the period from 1990 to 2015 based upon the moratorium on these types of uses noted in Year 2010 Comprehensive Plan Policy 101.2.6.

(ac) This number comes from the TDC's Visitor Profiles: Florida Keys/Key West 1996 Study Technical Appendix Table A.1.31 "Number per Party" on Page 27.

(ad) This number comes from the TDC's Visitor Profiles: Florida Keys/Key West 1996 Study Technical Appendix Table A.1.31 on Page 27. The figure is the peak "Capacity Utilization Rate", which is "campsite usage" divided by total campsite capacity. This number serves as a peak occupancy rate for this submodel.

(ae) This number is derived from the Peak Number of People in Seasonal Residences table.

(af) This number is derived from the Peak Number of People in Hotels and Motels table.

(ag) This number is derived from the Peak Population in Campsites and Recreational Vehicles Model.

(ah) This number results from the TDC's Visitors Guide: Florida Keys/Key West Technical Appendix Table A.1.34 Page 31. This study has determined that 15.5% of all visitors to the Keys stay with friends and relatives.

(ai) This number is derived from the 1993 Marina Survey performed by the Monroe County Marine Resources Department.

FOOTNOTES

(a) This number is derived from the Antonini et. al. study "Boat Live-Aboards in the Florida Keys: A New Factor in Wtarefront Development" (Page x of the abstract).

(a) This number is derived by dividing the total number of liveaboard vessels (from the Antonini study) by the appropriate percentages found in the Marine Resources 1993 survey.



APPENDIX 2



SECTION 2

Population and Water Demand Forecast Summary

2.1 Introduction

The development of accurate population projections and water use demands for the Florida Keys is challenging because of the high number of seasonal residents (those residing in the Keys for 6 months or less), and day visitors (from cruise ships docking in Key West or visitors from the mainland). The population projections developed by the Monroe County Planning Department (MCPD) and used in the U.S. Army Corps of Engineers (USACE) *Florida Keys Carrying Capacity Study* (USACE, 2003) are used as the basis for the majority of population projections developed by other agencies, and were also used for this analysis.

The MCPD permanent and seasonal population projections were used to develop a functional population (permanent plus seasonal) for FCAA's service area through 2025. The projected population was then multiplied by FCAA's projected per capita demand to project customer demand in the service area. The per capita demand is projected to increase as the changing demographics of the Keys result in higher individual water use (for example, redevelopment of existing property usually involves some level of irrigation or other water-consuming amenities where none previously existed).

2.2 Projected Population

2.2.1 Permanent Population

The MCPD permanent population projections include the most appropriate and applicable information and are viewed as the basis of future projections in this Plan. From 1990 through 1995, the permanent population of Monroe County increased from 78,856 to 79,200 (0.4 percent); from 1995 through 2000, it increased from 79,200 to 79,589 (0.5 percent); and from 2000 through 2005, it increased from 79,589 to 81,701 (2.7 percent).

The MCPD data in the USACE *Carrying Capacity Study* (USACE, 2003) project a permanent population of 79,589 for 2000; 81,701 in 2005; 83,400 in 2010; 83,799 in 2015; 84,200 in 2020; and 84,603 in 2025. Exhibit 2-1 summarizes the MCPD permanent population projections. The permanent population is projected to grow at an overall average rate of 1.2 percent for each 5-year period from 2005 through 2025, with a higher rate (2.1 percent from 2005 to 2010) and a lower rate (0.5 percent) thereafter as Monroe County nears build-out.

2.2.2 Seasonal Population

The MCPD seasonal population projections in the USACE *Carrying Capacity Study* (USACE, 2003) also were used to project the seasonal population for Monroe County. Although there are no exact counts of the seasonal population, the MCPD developed historical seasonal population projections for 1990, 1995, and 2000. The MCPD projected that the 1990 seasonal population of 70,493 increased by 1.1 percent to a 1995 population of 71,266, and further increased by 3.1 percent to a 2000 seasonal population of 73,491. The MCPD continues these seasonal population projections in 5-year increments starting with a seasonal population of 73,737 in 2005; 74,533 in 2010; 74,712 in 2015; 74,891 in 2020; and 75,071 in 2025. The seasonal population is projected to increase at an overall average rate of 0.4 percent for each 5-year period from 2005 through 2025, with a 1.1 percent increase between 2005 and 2010 and a 0.24 percent increase from 2010 through 2025.

2.2.3 Functional Population

The term “functional population” is a concept that incorporates three elements of population: permanent residents, seasonal visitors, and day visitors. Because of the unique nature of the Keys, which has an economy based on seasonal tourism, it is appropriate to use one “population” number that incorporates these three separate population components.

In 2004 and 2005, CH2M HILL developed population projections for the FCAA service area. The population projections were based on those developed by the Monroe County Planning Department, and combined the permanent population with the seasonal population to form a “functional population” that was used to estimate water demand.

As part of this effort, CH2M HILL contacted the agencies or municipalities listed in Exhibit 2-1 to determine if they could provide data that could be used to develop population projections for the FCAA service area. Ultimately, it was decided to use the functional population projections developed by Monroe County.

Exhibit 2-2 presents the MCPD permanent, seasonal, and functional populations between 1990 and 2025. For this Plan, the functional population value is used in all per capita calculations and estimates. There are approximately 3.6 people per customer account within FCAA’s service area using functional population as the basis.

Exhibit 2-3 summarizes the percent change in the functional population in 5-year intervals, starting in 1990.

EXHIBIT 2-1**Sources of Population Projection Data**

Agency or Municipality	Type of Data	Contact Person	Data Source	Comments
University of Florida Bureau of Economic and Business Research (BEBR)	Permanent Population Projections	N/A	2003 Annual Report	Projections for the entire state of Florida by county from 2000 through 2025.
Monroe County Planning Department	Permanent and Seasonal Population Projections	N/A	2004 Comprehensive Plan and Facilities Capacity Assessment	Seasonal and permanent population projections were based off 1990 US Census and updated with the 2000 US Census numbers for the entire county.
Monroe County Tourist Development Council (TDC)	Hotel, Cruise Ship, and Airline Data	Jessica Mazzola, Director of Market Research	Three Penny Revenue Report, Call Counts, Trend Report and Airline Passenger Data Report FY 2004	The most detailed seasonal data, but did not account for the "day trip" visitor.
Islamorada	Permanent Population Projections	Patrick Small, Principal Planner	2003 Comprehensive Plan	Developed based on the US Census.
Key Colony Beach	Permanent and Seasonal Population Projections	Clyde Burnett, Mayor	1992 Comprehensive Plan	Developed based on the US Census.
Key West	Permanent and Seasonal Population Projections	Ty Symrowski, City Planner	1994 Comprehensive Plan	Developed based on the US Census.
Layton	Permanent and Seasonal Population Projections	Norm Anderson, City Council	N/A	Developed based on the US Census.
Marathon	Permanent and Seasonal Population Projections	Katie Parker, Planner	2003 Comprehensive Plan	Developed based on the US Census.
U.S. Census	Permanent Population Estimates	N/A	2000 Census Estimates	Permanent population estimates for 2000 by county.
South Florida Water Management District (SFWMD)	Population and Water Demand Projections	N/A	Lower East Coast Regional Water Supply Plan (LEC RWSP) (2003)	Draft data from November 2003.
U.S. Army Corps of Engineers (USACE)	Permanent and Seasonal Population Projections	N/A	Carrying Capacity Study (2003)	Included constraints on growth and environmental factors.

Note:

N/A = not applicable

EXHIBIT 2-2**Monroe County Historic and Projected Population Projections**

Year	Permanent Population	Seasonal Population	Functional Population (Permanent + Seasonal + Day Visitors)
1990	78,856	70,493	149,349
1991	78,925	70,648	149,572
1992	78,994	70,802	149,796
1993	79,062	70,957	150,019
1994	79,131	71,111	150,243
1995	79,200	71,266	150,466
1996	79,278	71,421	150,698
1997	79,356	71,575	150,931
1998	79,433	71,730	151,163
1999	79,511	71,884	151,396
2000	79,589	73,491	153,080
2001	80,011	73,540	153,552
2002	80,434	73,589	154,023
2003	80,856	73,639	154,495
2004	81,279	73,688	154,966
2005	81,701	73,737	155,438
2006	82,041	73,896	155,937
2007	82,381	74,055	156,436
2008	82,720	74,215	156,935
2009	83,060	74,374	157,434
2010	83,400	74,533	157,933
2011	83,480	74,569	158,049
2012	83,560	74,605	158,164
2013	83,639	74,640	158,280
2014	83,719	74,676	158,395
2015	83,799	74,712	158,511
2016	83,879	74,748	158,627
2017	83,959	74,784	158,743
2018	84,040	74,819	158,859
2019	84,120	74,855	158,975
2020	84,200	74,891	159,091
2021	84,281	74,927	159,208
2022	84,361	74,963	159,324
2023	84,442	74,999	159,441
2024	84,522	75,035	159,557
2025	84,603	75,071	159,674

EXHIBIT 2-3

5-Year Historic and Projected Percent Changes in Functional Population

5-Year Period	Percent Change in Functional Population
1990–1995	0.75
1995–2000	1.74
2000–2005	1.54
2005–2010	1.61
2010–2015	0.37
2015–2020	0.37%
2020–2025	0.37%

2.3 Historic Water Production

CH2M HILL reviewed the raw water pumpage records from the FKAA's Florida City well-field from 1990 through 2005. These data, obtained from the FKAA's previous water use permit (WUP) applications, Monthly Operating Reports (MORs), and Monthly Production Reports (MPRs), are summarized in Exhibit 2-4. Exhibit 2-5 summarizes the same data for finished water; however, because of limited continuous annual historic data, a summary from 2000 to 2005 is presented.

Unlike population growth, which increased less than 2 percent for each 5-year period from 1990 through 2005 (Exhibit 2-3), the average-day raw water demand for the FKAA service area increased much more rapidly. From 1990 to 1995, the average-day raw water demand for the service area increased from 12.06 mgd to 14.07 mgd, an increase of 16.7 percent. From 1995 to 2000, the average-day demand increased by 21.2 percent, from 14.07 mgd to 17.06 mgd. From 2000 to 2005, average-day demand increased by only 4.0 percent, from 17.06 mgd to 17.73 mgd.

As seen in Exhibits 2-4 and 2-5, the 2000 drought with water restrictions resulted in significantly lower demands in 2001 (the year in which water restrictions were fully implemented). It is also possible that reduction in travel following the September 11, 2001, terrorist attacks resulted in less tourism.

EXHIBIT 2-4

Historic Raw Water Production

Year	Annual Demand (MG)	Average Daily Demand (mgd)	Max Day Demand (mgd)	Average Monthly Demand (MG)	Per Capita Demand (gpcd)
1990	4,404	12.06	14.89	367.01	80.74
1991	4,290	11.75	14.87	357.53	78.53
1992	4,742	12.98	15.9	395.16	86.67
1993	5,163	14.14	16.76	430.29	94.23
1994	5,076	13.90	16.88	423.01	92.50
1995	5,140	14.07	16.49	428.37	93.53
1996	5,273	14.44	17.82	439.40	95.80
1997	5,357	14.67	18.36	446.38	97.17
1998	5,622	15.39	18.29	468.49	101.82
1999	5,953	16.30	20.24	496.06	107.65
2000	6,230	17.06	20.79	519.15	111.42
2001	5,627	15.41	19.15	468.89	100.32
2002	6,191	16.95	20.46	515.93	110.05
2003	6,288	17.22	22.20	524.01	111.43
2004	6,383	17.48	22.00	531.92	112.77
2005	6,477	17.73	22.39	539.75	114.10

Notes:

MG=million gallons

mgd=million gallons per day

gpcd=gallons per capita per day

per capita=functional population

EXHIBIT 2-5

Historic Finished Water Production

Year	Annual Demand (MG)	Average Daily Demand (mgd)	Max Day Demand (mgd)	Average Monthly Demand (MG)	Per Capita Demand (gpcd)
2000	6,116	16.76	20.46	510	109.46
2001 ^a	5,558	15.23	19.24	463	99.17
2002	6,031	16.52	19.95	503	107.28
2003	6,248	17.12	20.43	521	110.80
2004	6,347	17.39	20.43	529	112.22
2005	6,338	17.36	22.30	528	111.71

Notes:

^a2001 maximum day for historic finished water was higher than maximum day for raw water (Exhibit 2-3) because of higher pumpage from storage tanks at Florida City during peak hours.

MG=million gallons

mgd=million gallons per day

gpcd=gallons per capita per day

per capita=functional population

Exhibit 2-6 compares the changes in population, raw water demand, and per capita use for the 5-year periods from 1990 through 2005.

EXHIBIT 2-6

5-Year Historic Percent Changes in Functional Population, Raw Water Demand, and Per Capita Water Demand

5-Year Period	Percent Change in Functional Population	Percent Change in Average Day Raw Water Demand	Percent Change in per Capita Water Demand
1990–1995	0.75	16.72	15.85
1995–2000	1.74	21.19	19.12
2000–2005	1.54	3.97	2.39

The high rate of growth in raw water demand, along with an increasing per capita demand over time, as seen in Exhibit 2-4, is primarily the result of a strong shift in demographics seen in the FKAA service area. The Keys as a whole are seeing an increasing number of affluent customers moving into the area who are then displacing the lower-income demographic group. These new customers are either improving existing homes or tearing them down and building larger, more expensive homes that use more water. Thus, new customers are consuming more water on a per capita basis and resulting in a higher per capita and average-day demand for the FKAA service area. This hypothesis was explored by investigating two issues believed to possibly contribute to this trend:

- Swimming pool construction permits, and
- Differences in water use following a home sale.

2.3.1 Swimming Pool Construction Permits

Homes constructed or redeveloped by higher-income residents typically have swimming pools, which further increase the water demand for that residence. CH2M HILL obtained the annual number of swimming pool construction permits issued by Monroe County from 1995 through 2004, as shown in Exhibit 2-7.

EXHIBIT 2-7

Annual Swimming Pool Construction Permits Issued by Monroe County

Year	Number of New Swimming Pool Construction Permits Issued	Percent Annual Increase
1995	65	N/A
1996	82	26
1997	88	7
1998	98	11
1999	88	-10
2000	96	9
2001	88	-8
2002	111	26
2003	195	76
2004	153	-22
Annual Average	106	13

The rate of swimming pool permit issuance increased, on average, by 13 percent annually from 1995 through 2004, which included both the drought year and recovery of 2001 as well as 2004, which had multiple hurricanes. In the past 3 years (2002 through 2004), pool permit issuance increased by an average of 27 percent annually (except 2004). Since 1995, the number of permits issued annually has increased by more than 250 percent.

2.3.2 Current Homeowner Versus Former Homeowner Water Use

In a trend that has become commonplace across Florida, higher-income residents are displacing lower-income residents and substantially improving their “new” homes. Many of these improvements involve upgrading the landscaping with lush foliage that typically requires substantially more irrigation than the previous landscaping. In addition, many times smaller homes are replaced with larger homes with more bathrooms. As a result of these changes, many of these residences show large increases in water use without a corresponding increase in population. Additionally, higher-income residents are typically less sensitive to increases in their water bill and are less likely to decrease their water use in response to the increased cost. Combined, these factors can result in an increased per capita water use by new residents.

CH2M HILL analyzed residential home sales prices to determine if the increase in home sales prices could be correlated with increasing per capita water demand. Individual account data were only available from 2000 through 2004, and to compare a full year of usage for each customer, only home sales occurring between 2002 and 2003 were used, which allowed for at least one full year of usage data before and after the sale. Water use in 2001 was excluded because of the impact of the water restrictions in effect at this time.

The FKAA service area is made up of several municipalities that are going through re-development and changes in demographics at different paces. To substantiate the correlation between increased home values and water use, CH2M HILL examined the home sale data for each separate municipality and for Monroe County as a whole.

1. CH2M HILL analyzed 2002 and 2003 home sale data provided by the Monroe County Property Appraiser to identify transactions in which the previous sale price was \$150,000 or less. In 2002, 163 sales met this criterion; 268 purchases met this criterion in 2003.
2. The annual water use for each group of residential accounts was summed for 2000 through 2004.
3. For homes sold in 2002, their 2003 and 2004 water use was compared to their water use in 2000. Data from 2001 were excluded because of the drought, and data from 2002 (the sale year) were not included because of homes being sold at different times during the year and the lack of a full year’s worth of water use under either the old or new homeowners.
4. The water use in homes sold in 2004 was compared against their 2002 water use. Data from 2001 and 2003 were excluded as noted above.

For the 2002 home sales in Monroe County, water use increased by 13.4 percent in 2003 and 21.1 percent in 2004 when compared to water use in 2000. For the 2003 home sales, water use increased by 11.4 percent in 2004 when compared to 2002 water use.

A technical memorandum documenting the projected change in per capita use, prepared for the South Florida Water Management District as part of the FKAA's water use permitting process is included as Appendix A.

2.4 Projected Finished Water Demand

The projected finished water demands for the FKAA service area from 2005 through 2025 are shown in tabular form in Exhibit 2-8 and in graphical form in Exhibit 2-9.

EXHIBIT 2-8

FKAA Service Area Projected 2005–2025 Population and Finished Water Demands

Year	Population			Finished Water Demands					
	Permanent	Seasonal	Functional	per capita (gpcd)	Avg. Day (mgd)	Max. Day (mgd)	Annual (MG)	Avg. Mo. (MG)	Max. Mo. (MG)
2005 (Actual)	81,701	73,737	155,438	114.08	17.73	22.39	6477	539.74	597.15
2006	82,041	73,896	155,937	119.15	18.58	23.23	6786	565.53	625.69
2007	82,381	74,055	156,436	119.99	18.77	23.46	6856	571.31	632.08
2008	82,720	74,215	156,935	122.34	19.2	24.00	7013	584.40	646.56
2009	83,060	74,374	157,434	124.75	19.64	24.55	7174	597.79	661.38
2010	83,400	74,533	157,933	127.08	20.07	25.09	7331	610.88	675.86
2011	83,480	74,569	158,049	129.58	20.48	25.60	7480	623.36	689.67
2012	83,560	74,605	158,164	132.01	20.88	26.10	7626	635.54	703.14
2013	83,639	74,640	158,280	134.45	21.28	26.60	7773	647.71	716.61
2014	83,719	74,676	158,395	136.87	21.68	27.10	7919	659.89	730.08
2015	83,799	74,712	158,511	139.30	22.08	27.60	8065	672.06	743.55
2016	83,879	74,748	158,627	140.90	22.35	27.94	8163	680.28	752.64
2017	83,959	74,784	158,743	142.43	22.61	28.26	8258	688.19	761.40
2018	84,040	74,819	158,859	144.03	22.88	28.60	8357	696.41	770.49
2019	84,120	74,855	158,975	145.56	23.14	28.93	8452	704.32	779.24
2020	84,200	74,891	159,091	147.15	23.41	29.26	8551	712.54	788.34
2021	84,281	74,927	159,208	147.61	23.5	29.38	8583	715.28	791.37
2022	84,361	74,963	159,324	148.13	23.6	29.50	8620	718.33	794.73
2023	84,442	74,999	159,441	148.64	23.7	29.63	8656	721.37	798.10
2024	84,522	75,035	159,557	149.04	23.78	29.73	8686	723.80	800.80
2025	84,603	75,071	159,674	149.55	23.88	29.85	8722	726.85	804.16

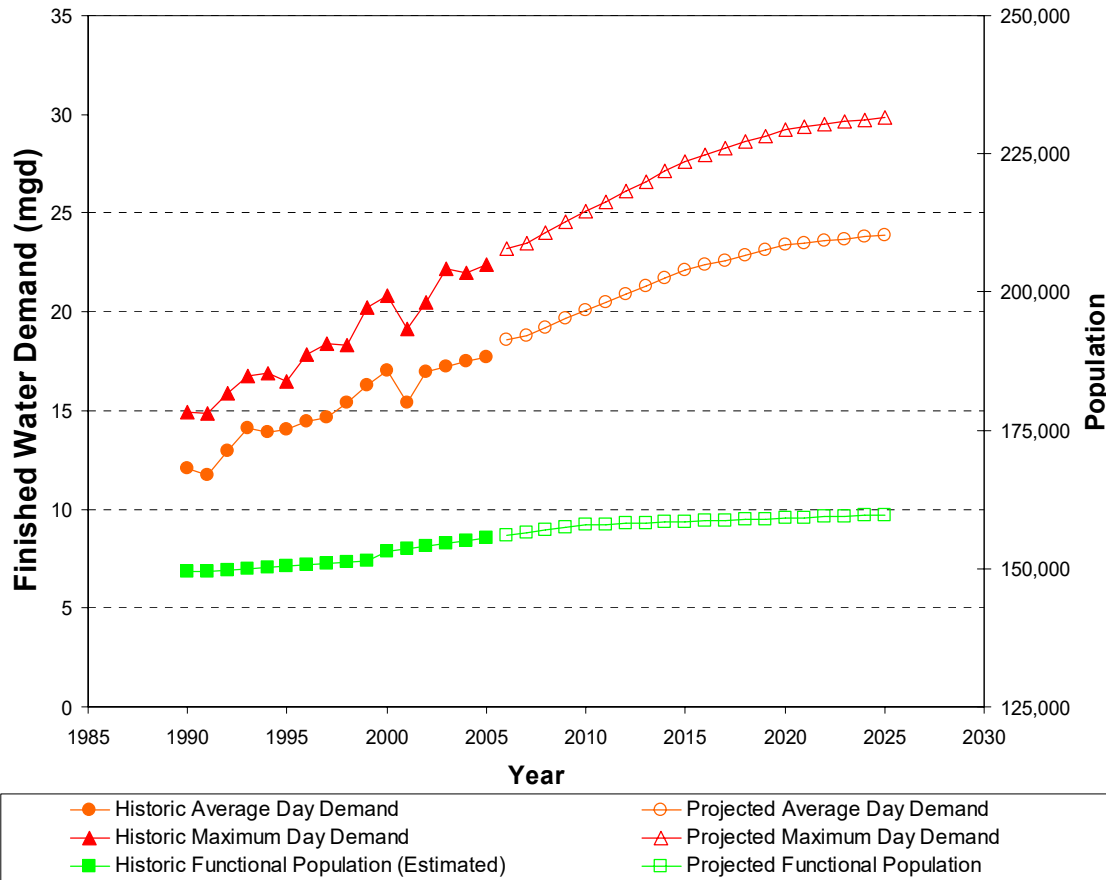
Notes:

Population data based on Monroe County Planning Department data in the USACE *Carrying Capacity Study* (2003).

Maximum-day demand based on maximum-day to average-day ratio of 1.25 (2002–2005 average).

Maximum-month demand based on maximum-month to average-month ratio of 1.11 (2002–2005 average).

The projections include the U.S. Navy's historic use of 1.05 mgd out of their contract for 2.4 mgd.

**EXHIBIT 2-9**

Graphic Representation of FCAA Service Area Projected 2005–2025 Population and Finished Water Demands

Including the existing U.S. Navy's historic demand of 1.05 mgd, the projected average-day finished water demand for the FCAA service area is expected to be 20.07 mgd in 2010, 22.08 mgd in 2015, 23.41 mgd in 2020, and 23.88 mgd in 2025. Maximum-day demands to be used to determine treatment plant capacity needs are expected to be 25.09 mgd in 2010, 27.60 mgd in 2015, 29.26 mgd in 2020, and 29.85 mgd in 2025 (see Exhibit 2-8).

In comparing FCAA's finished water demands and per capita water use to other large utilities across South Florida, as listed in the SFWMD Lower East Coast (LEC) Water Supply Plan (Chapter 5 – Table 59), both FCAA's existing (2005) per capita water use (114.08 gpcd) and projected (2025) per capita water use (149.55 gpcd) are well below the LEC Water Supply Plan's calculated average of 172 gpcd.

2.4.1 Peak Hour Demands

FCAA provided daily log sheets from the J. Robert Dean Water Treatment Plant (WTP) for selected periods in 2004 and 2005 with above-normal demand, such as Spring Break, Memorial Day, and July 4th.

The highest hourly flow rate (23.9 mgd) occurred on March 25, 2005. The 2005 average daily flow rate was 17.73 mgd; therefore, the peak hour demand peaking factor is the peak hour

(23.9 mgd) divided by the average daily flow for the year (17.73 mgd), or 1.35. This is significantly lower than the typical utility's 3.0 to 6.0 average-day to peak-hour demand ratio reported by Haestad Methods (2003). This discrepancy is attributed to the buffering capacity of the nearly 45 MG of storage in FKAA's distribution and transmission system.

This peaking factor was used in conjunction with the average-day demands in Exhibit 2-8 to develop peak hour demands for the FKAA service area. Exhibit 2-10 presents the projected peak hour demand for the FKAA service area through 2025.

EXHIBIT 2-10

Projected Peak Hour Demands

Year	Average Day Demand (mgd)	Peak Hour Demand (mgd)
2006	18.58	25.08
2007	18.77	25.34
2008	19.2	25.92
2009	19.64	26.51
2010	20.07	27.09
2011	20.48	27.65
2012	20.88	28.19
2013	21.28	28.73
2014	21.68	29.27
2015	22.08	29.81
2016	22.35	30.17
2017	22.61	30.52
2018	22.88	30.89
2019	23.14	31.24
2020	23.41	31.60
2021	23.5	31.73
2022	23.6	31.86
2023	23.7	32.00
2024	23.78	32.10
2025	23.88	32.24

Notes:

Peak hour demand based on the 2005 peak hour to average hour ratio of 1.35.

2.5 Demand by Service Type

2.5.1 Demand by Service Type

FKAA records water usage in the following general categories: residential, commercial, government, Navy, and Key West municipal government use. FKAA provided water use

information for each of these service categories from October 2003 through September 2005. Exhibits 2-11 and 2-12 present tabular and graphical summaries, respectively, of the average monthly water use for each service category.

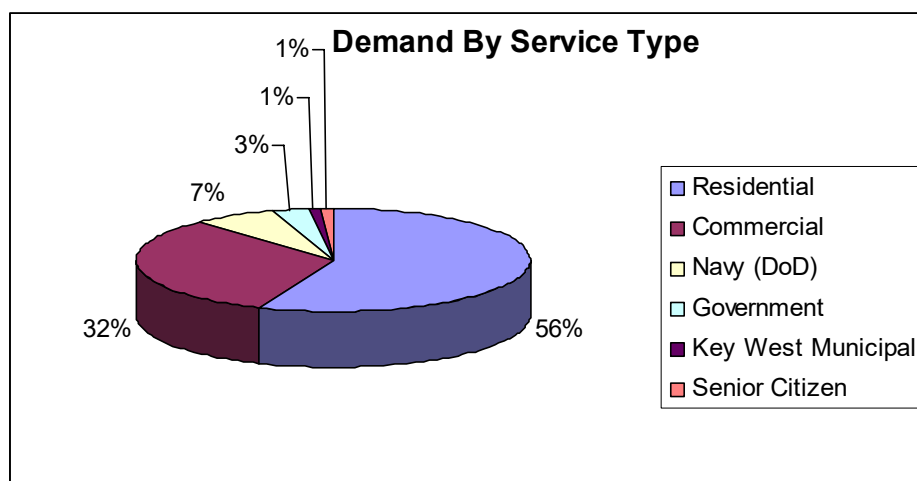
Nearly half (56 percent) of the water produced by the FKAA is used by residential customers. Commercial customers are the next-largest category, with an average use of 32 percent. No large commercial customers (that is, those using 40 percent or more of the water sold in the commercial category) have been identified.

The U.S. Navy is FKAA's largest single customer, accounting for 7 percent of its monthly production. Government, senior citizen, and Key West municipal use makes up another 5 percent.

EXHIBIT 2-11

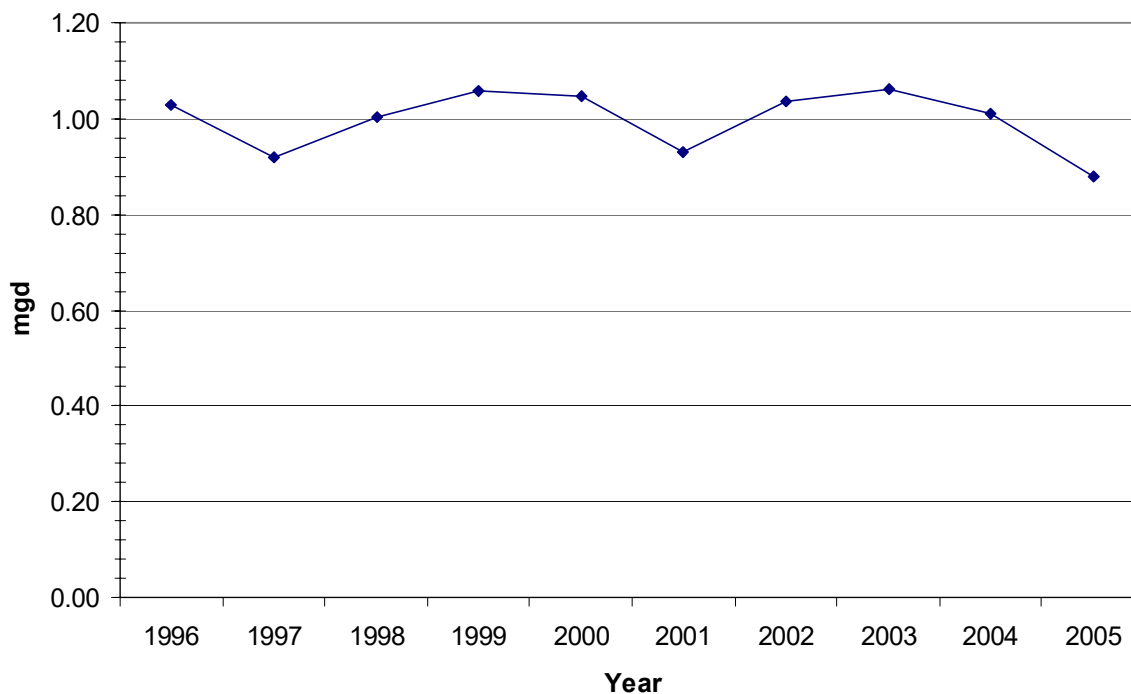
Average Monthly Water Use by Category, million gallons, October 2003–September 2005

Month	Residential	Commercial	Navy	Government	Key West Municipal	Senior Citizen	Total
Jan	273	153	29	16	3	2	476
Feb	236	136	29	15	3	2	421
Mar	241	141	27	14	3	2	428
Apr	291	167	28	17	4	2	509
May	262	152	30	16	4	2	466
Jun	268	149	31	18	4	2	472
Jul	273	158	28	17	4	2	482
Aug	248	143	30	14	3	2	440
Sep	242	136	24	16	3	2	423
Oct	194	113	30	15	3	2	357
Nov	229	136	29	15	3	2	414
Dec	223	129	29	15	4	2	402
Average	248	143	29	15	3	2	441
Percent	56%	32%	7%	3 %	1%	1%	

**EXHIBIT 2-12**

Graphic Summary of Average Monthly Water Use by Category, million gallons, October 2003–September 2005

FKAA's contract with the DoD calls for supplying the U.S. Navy with up to 2.4 mgd of water. From 2000 to 2004, deliveries to the U.S. Navy have averaged 1.05 mgd (see Exhibit 2-13).

**EXHIBIT 2-13**

U.S. Navy Water Usage from 1996 to 2005

2.5.2 Unmetered Water

FKAA provided master tap readings for its distribution system (excluding Key West and the Navy) for the period December 2002 through December 2005. The data included the monthly total for each master tap, the total customer sales for each master tap, and the difference unaccounted-for-water (UAW).

FKAA's transmission and distribution system has certain specified maintenance requirements and activities that result in water being un-metered. These include regular flushing activities to maintain water quality, extensive flushing required during change of chlorine residuals twice per year, water loss resulting from transmission and distribution main break, and draining of potable water storage tanks for maintenance.

Exhibit 2-11 does not include UAW, which has historically averaged 10 to 12 percent. The American Water Works Association (AWWA) recommends that UAW should not exceed 5 percent, and that a goal of less than 10 percent is desirable. A total of 4 months with UAW (March, May, October, and December) contribute to the high overall average UAW. FKAA is not aware of any particular events (maintenance, line breaks, etc.) that may have contributed to the high UAW in those months. If UAW in those months could be reduced, FKAA's UAW would be significantly less.

To summarize data from the annual UAW reports that are provided to the SFWMD, the following percentages were recorded:

Year	Percentage UAW
2003	10.5
2004	9.71
2005	14.93
2006 (Year To Date June 2006)	11.45

FKAA should set a goal of 10 percent or less UAW in their system based on the uniqueness and operating pressures that FKAA experiences in their system. FKAA should continue to correlate transmission and distribution meter reads so that the data are correlated accurately and so that the actual losses in the transmission mains and the distribution system can be assessed. After this task is complete, identifying and locating potential losses throughout the system may be needed.

2.6 Conclusions

Population projections developed by the MCPD were used to develop water demand projections for the FKAA service area through 2025. FKAA's average daily raw water demand is expected to increase from 17.73 mgd in 2005 to 20.07 mgd in 2010, 22.08 mgd in 2015, 23.41 mgd in 2020, and 23.88 mgd in 2025. Maximum-day and peak hour demand were calculated using peaking factors of 1.25 and 1.35, respectively.

Residential (nearly half) and commercial (more than one-quarter) account for nearly three-quarters of the FKAA's water demand. UAW comprises approximately 12 percent of FKAA's total production; the remaining water is used primarily by the U.S. Navy and state and local governments.

UAW in the FKAA service area is higher than other water systems, and may be the result of FKAA's metering and accounting system, along with system leaks. Additionally, UAW is not distributed evenly throughout the service area, but varies considerably from key to key. Converting the 160 or so master meters along the transmission mains to automatic meter reading may help in identifying the largest areas of UAW. Additional tasks that FKAA could implement include a formal water audit and more specific investigations of water leaks in areas suspected of having UAW.



APPENDIX 3



MONROE COUNTY COMPREHENSIVE PLAN UPDATE

WWW.KEYSCOMPPLAN.COM
(800) 488-1255

County Population with Seasonal Replacement Calculations

Monroe County Population Projection				Perm Change @70% loss		ROGO Growth	
Seasonal Replacement Series							
YEAR	Permanent	Seasonal	Functional				
2000	79,589	73,491	153,080				
2001	80,011	73,540	153,551	422			
2002	80,434	73,589	154,023	423			
2003	80,856	73,639	154,495	422			
2004	81,236	73,688	154,924	380			
2005	82,413	73,737	156,150	1,177			
2006	80,510	75,228	155,738	(1,903)	-1332.1	1332.1	
2007	78,987	76,453	155,440	(1,523)	-1066.1	2398.2	
2008	76,081	78,647	154,728	(2,906)	-2034.2	4432.4	
2009	77,925	77,516	155,441	1,844	1290.8	3141.6	ROGO DU
2010	76,887	78,401	155,288	(1,038)	-726.6	3868.2	ROGO pop *.7 @2.7pph
2011	78,080	77,974	156,054	1,193	835.1	3033.1	197 372.33
2012	77,960	78,431	156,391	(120)	84		197 372.33
2013	77,840	78,887	156,727	(120)	84		197 372.33
2014	77,720	79,343	157,063	(120)	84		197 372.33
2015	77,600	79,800	157,400	(120)	84		197 372.33
2016	77,460	80,270	157,730	(140)	98		197 372.33
2017	77,320	80,740	158,060	(140)	98		197 372.33
2018	77,180	81,211	158,391	(140)	98		197 372.33
2019	77,040	81,681	158,721	(140)	98		197 372.33
2020	76,900	82,151	159,051	(140)	98		197 372.33
2021	76,760	82,622	159,382	(140)	98		197 372.33
2022	76,620	83,092	159,712	(140)	98		197 372.33
2023	76,480	83,562	160,042	(140)	98		197 372.33
2024	76,340	84,033	160,373	(140)	98		197 372.33
2025	76,200	84,503	160,703	(140)	98		197 372.33
2026	76,060	84,973	161,033	(140)	98		197 372.33
2027	75,920	85,444	161,364	(140)	98		197 372.33
2028	75,780	85,914	161,694	(140)	98		197 372.33
2029	75,640	86,384	162,024	(140)	98		197 372.33
2030	75,500	86,855	162,355	(140)	98		197 372.33



APPENDIX 4



Memorandum

TO: Debbie Love, AICP, Senior Planner, Keith and Schnars, P.A.

FROM: Stanley P. Geberer, Associate
Fishkind & Associates, Inc.

SUBJECT: DCA Finding Regarding Population Methodology

DATE: November 16, 2010

1.0 Background

Fishkind has prepared the population projections for unincorporated Monroe County. We have reviewed extensively with County Staff, and provided an update to the final report on August 30 which addressed a series of non-formal questions DCA posed and finally had a conference call with DCA to review their questions and our responses. After a 60 day review DCA has found the methodology unacceptable as shown below.

Department has completed its review of the methodology utilized for the seasonal population and identified its concerns below. Due to these concerns, the Department does not find the projection methodologies to be professionally acceptable.

This memo will review the items of DCA concern.

2.0 Discussion of Concerns 1-10

Concern 1

1. For Water Supply planning, the Department has previously accepted the methodologies employed by the Florida Keys Aqueduct Authority (FKAA) and recommended that the County utilize the FKAA methodology. The data submitted to date to the Department does not provide the base data utilized by FKAA and how the County applied the FKAA methodology for calculating the seasonal population.

The most recent FKAA projections to year 2025 were used as the baseline seasonal projections. These data are attached as Appendix 1. These data were applied directly to the seasonal forecast series and modified as described in Concern 3.

Concern 2

2. Please provide a justification for the use of the Compound Annual Growth Rate (CAGR) to extend the FCAA series from 2025 to 2030 for the functional population. This is a geometric extrapolation and should be used with caution. The computed CAGR has not been provided.

The new planning horizon must be extended from 2025 to 2030. Compound annual growth rate is an appropriate mechanism whereby baseline growth may be extrapolated. Over the time horizon from 15 to 20 years, the error level of employing other methodologies cannot be said to be superior given these are the final out years of the planning horizon and are subject to the greatest degree of error. The comment from DCA suggesting “caution” should be used is gratuitous to the extent it implies caution was not used, and adds no meaningful dialogue. Further, the Department has not rejected the use of CAGR and fails to suggest a more appropriate method herein.

The computed CAGR from year 2000-2025 is as follows:

$$(FCAA \text{ seas pop } 2025 / FCAA \text{ seas pop } 2000)^{(1/26)} - 1 = .082\%$$

Concern 3

3. The County indicates there will be a decline in the permanent population as forecast by BEBR. The County has indicated that there will be an increase in seasonal growth equivalent to 70% of the decline in permanent population. For example, the County has submitted information that indicates that retail sales have decreased since 2006. Information submitted regarding changes in annual average daily traffic counts may be attributable to other causes that were not evaluated. Please provide an explanation as to how this addition to the FCAA projections makes sense within the context of the FCAA projection methodology. This addition as well as the addition in the next comment number 4, effectively changes the methodology.

The FCAA Seasonal Population methodology as described by FCAA is shown below:

FKAA Seasonal Population Methodology

2.2.2 Seasonal Population

The MCPD seasonal population projections in the USACE *Carrying Capacity Study* (USACE, 2003) also were used to project the seasonal population for Monroe County. Although there are no exact counts of the seasonal population, the MCPD developed historical seasonal population projections for 1990, 1995, and 2000. The MCPD projected that the 1990 seasonal population of 70,493 increased by 1.1 percent to a 1995 population of 71,266, and further increased by 3.1 percent to a 2000 seasonal population of 73,491. The MCPD continues these seasonal population projections in 5-year increments starting with a seasonal population of 73,737 in 2005; 74,533 in 2010; 74,712 in 2015; 74,891 in 2020; and 75,071 in 2025. The seasonal population is projected to increase at an overall average rate of 0.4 percent for each 5-year period from 2005 through 2025, with a 1.1 percent increase between 2005 and 2010 and a 0.24 percent increase from 2010 through 2025.

The historic data on seasonal populations presented by FKAA above indicate seasonal population is increasing at an increasing rate. The FKAA methodology failed to incorporate this into its seasonal projections. FKAA projected seasonal population increases at 1/3 the level of the most recent available data initially and then provided a decreased rate of growth through 2025. This rate is far slower than recent trend data FKAA observed. There is no explanation or justification in the FKAA methodology for the failure to recognize and include the robust levels of seasonal growth identified. Table 1 compares the FKAA seasonal growth rates with County seasonal growth rates.

Table 1. Seasonal Population Growth Rates

	<u>FKAA Series</u>	<u>Monroe County</u>	<u>Net Difference</u>
1990-1995	1.10%		
1995-2000	3.12%		
2000-2005	0.33%	0.33%	
2005-2010	1.08%	7.73%	4,904
2010-2015	0.24%	2.70%	1,965
2015-2020	0.24%	2.71%	2,035
2020-2025	0.24%	2.64%	2,034
<u>2025-2030</u>	<u>0.41%</u>	<u>2.57%</u>	<u>1,906</u>
Total Difference 2005-2030			12,843

The approach taken in the preparation of the County seasonal projections is to correct for this problem in the original FKAA methodology in recognizing the more dramatic seasonal population expansion.

Concern 4

4. The County included the following sentence which is not clear: "Further, we have added the equivalent of 70% of the ROGO growth to seasonal population to the FKAA seasonal series, reflecting the seasonal shift component not evidenced in FKAA's original data." This appears to add additional population. This has not been adequately explained or justified. The source data, calculations, and results have not been provided.

Please see response to Concern 3.

Concern 5

5. Please provide justification for the use of the persons-per-household (PPH) figure of 2.5. No data or analysis has been provided for the average size of seasonal households. Please include data or analysis regarding "seasonality." For example, there was no analysis of the maximum occupancy of seasonal units and the amount of time that these seasonal units are occupied at this maximum rate.

For the purposes of this analysis seasonal and permanent household sizes used are the same. The preponderance of data provided supports the use of 2.5 persons per household. The Population Report is cited below.

Excerpt from August 30 Population Report – page 11

It is also noted, for units shifting to seasonal status and for population associated with ROGO growth, a persons-per-household figure of 2.5 was used.

Intercensal data (see Tables 5 and 6) suggests an increase in persons per household by year 2009. Fishkind believes seasonally occupied homes and rentals have a higher person per household occupancy due to the increasing size of newly built units. For these reasons 2.5 was used for seasonal households.

Table 5.

Persons Per Household Census/I-site		
	Total	Unincorp
1990	2.33	2.38
2000	2.27	2.29
2009	3.12	2.89
2014	5.29	4.94

source: I-Site online data

Table 6. - Average Number of Bedrooms and Bathrooms per Single Family Unit by Year Built

Average Bed/Bath
2.65 Pre-1970
3.33 1970-1989
3.63 1990-1999
3.77 2000-2008

Source: Monroe Co. Property Appraiser, Fishkind & Associates, Inc.

Because seasonal population is derived from the seasonal population as presented by FKAA, seasonal occupancy rates are implicit in the analysis, for the original seasonal series.

Concern 6

6. Based on Table 7, the seasonal population is roughly equivalent to the residential population. However, the number of seasonal units is much less than the number of occupied (resident) units. Does the FKAA data include population other than those living in housing and if so, how is that accounted for in the data and in the projection?

The percentage of non-homesteaded units is higher than homesteaded units in Monroe County, suggesting seasonal population could be at least equivalent to permanent.

The FKAA methodology includes cruise ship visitors, visitors from the mainland and those residing in the keys for 6 months or less. They are accounted for in the FKAA calculation of seasonal residents.

Concern 7

7. Please provide additional citation for The “I-Site” source. If the data is Census data, then that should be made clear. Projection data from a private sector, third party source cannot be evaluated without a complete explanation of how the projections were made, e.g. the full methodology with all support data must be provided.

The I-site data was not used in any methodological calculation in the Monroe County population projections. I-site data was used as a reference source only in referring to support for use of the 2.5 persons per household figure.

Concern 8

8. Section 8.0, third paragraph on page 10 discusses “an increase in seasonal population shown in the American Community Survey (ACS).” The ACS does not estimate seasonal population.

The ACS provides estimates of seasonal units as shown in Table 2-H3, page 5 of the population report. The change in seasonal population is based in part on the increase in seasonal units identified in the ACS data.

Concern 9

9. Section 5.0 and Tables 1 and 2 provide Census data. There were 51,617 housing units (occupied and vacant) in 2000. Census data indicates there were 21,900 owner occupied units. However, the second paragraph on page 6 indicates that there were 16,005 homestead units and 20,784 non-homestead units in 2000, which add to a total of 36,789 housing units. The housing units for homesteaded/non-homesteaded units should be reconciled with the Census housing units or data provided to explain the difference.

The difference cannot be reconciled without imposing egregious costs on the government and citizens of Monroe County in order to do so. The Property Appraiser is the source of homestead and non-homestead status. The property Appraiser data is not reconcilable with Census unit counts. This is a vexing problem addressed by the Regional Planning Council in the hurricane evacuation modeling effort as well. It is believed the difference lies in substandard housing, non-permitted housing, maritime live-aboards and other housing.

It is for this reason the analysis and projections were made on a population basis not a housing unit basis. The data on housing units is used as a guide to help estimate changes in the mix and character of resident and seasonal population.

Concern 10

10. The final paragraph in Section 1.0 states that a “reconciliation of the Fishkind and Hurricane model data will take place subsequent to the Hurricane data publication.” Is this a preliminary report? Will the final population projection be submitted with your Evaluation and Appraisal Report?

The Regional Planning Council has reviewed and affirmed the County’s population projection methodology. A final review by RPC will be requested and submitted with the EAR.

ORDINANCE NO.

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

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

WHEREAS, the property owner, HVS82 Investments LLC, has requested an Official Zoning Map amendment from the Native Residential (NR) District to the Highway Commercial (HC) Zoning District for a parcel consisting of approximately 12,000 square feet of land with the Parcel ID Number 00415840-000000 (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 March 11, 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 with the Following Conditions:**

1. Exhibit A on the original Declaration of Restrictive Covenants must be corrected to identify the protected open space.
2. A conservation easement protecting the open space referenced in exhibit A above must be executed.
3. There will never be any boundary or lot line adjustments.
4. All structures shall be limited to the existing footprint.
5. The uses will be restricted to "low intensity" office uses as defined in the Highway Commercial Zoning District:
 - a. Boat sales and service;
 - b. Courier service;
 - c. Exterminator service;
 - d. Fence sales and installation;
 - e. Furniture repair, (re)upholstery, and sales;

- f. Appliance repair;
- g. Locksmith;
- h. Medical offices and supplies;
- i. Pool sales and service;
- j. Professional services including accountant, administrative and management services, architect, engineer, counselor, interior designer, investment agent, lawyer, and other similar professions;

Or as defined In Section 30-32:

Intensity for purposes of this chapter refers to the measurement of nonresidential uses. Intensity means an objective measurement of the extent to which land may be developed or used, including the consumption or use of the land; the measurement of the use of or demand on natural resources; and the measurement of the use of or demand on facilities and services, including the floor area ratio, trip generation and level of service. For trip generation, low intensity means a nonresidential use that generates less than 50 average daily trips per 1,000 square feet of floor area, medium intensity means a nonresidential use that generates between 50 and 100 average daily trips per 1,000 square feet of floor area, and high intensity means a nonresidential use that generates greater than 100 average daily trips per 1,000 square feet of floor area.

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:

BK 2 LT 6 KEY HEIGHTS SECTION 1 PLANTATION KEY PB3-96 OR284-137 OR1952-1606 OR3244-2257

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 Councilman Gregg, who moved for its adoption on first reading. This motion was seconded by Councilman Rosenthal, and upon being put to a vote, the vote was as follows:

Mayor Joseph B. Pinder III	YES
Vice Mayor Sharon Mahoney	ABSTAIN
Councilman Mark Gregg	YES
Councilwoman Elizabeth Jolin	YES
Councilman Henry Rosenthal	YES

PASSED on the first reading this 11th day of April 2024.

[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 Joseph B. Pinder III ___
Vice Mayor Sharon Mahoney ___
Councilman Mark Gregg ___
Councilwoman Elizabeth Jolin___
Councilman Henry Rosenthal ___

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

JOSEPH B. PINDER III, MAYOR

ATTEST:

MARNE MCGRATH, VILLAGE CLERK

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

JOHN J. QUICK, VILLAGE ATTORNEY

June 14, 2024

The Honorable Joseph Pinder III
Mayor, Village of Islamorada
86800 Overseas Highway
Islamorada, Florida 33070

Dear Mayor Pinder:

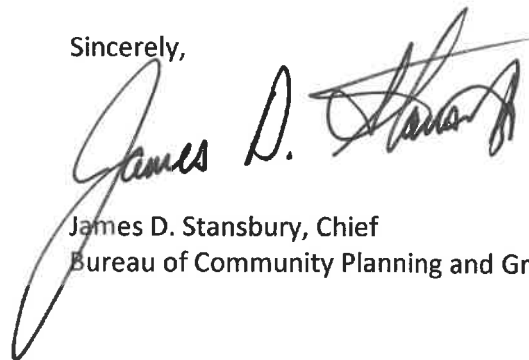
The Florida Department of Commerce (FloridaCommerce) has completed its review of the proposed comprehensive plan amendment for the Village of Islamorada (Amendment No. 24-01ACSC), which was received on April 16, 2024. We have reviewed the proposed amendment in accordance with the state coordinated review process set forth in sections 163.3184(2) and (4), Florida Statutes (F.S.), for compliance with Chapter 163, Part II, F.S. FloridaCommerce does not identify any objections or comments to the proposed amendment and this letter serves as the Objections, Recommendations and Comments Report. Review comments received by the Department from the appropriate reviewing agencies, if any, are enclosed.

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

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 second public hearing pursuant to section 163.3184(4)(e)2., F.S.**

If you have any questions related to this review, please contact Jana Williams, Planning Analyst, by telephone at (850) 717-8483 or by email at Jana.Williams@commerce.fl.gov.

Sincerely,



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

JDS/jw
Enclosure: Procedures for Adoption

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

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 FloridaCommerce's electronic amendment submittal portal "**Comprehensive Plan and Amendment Upload**" (<https://fideo.my.salesforce-sites.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:

_____ Florida Department of Commerce 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;

_____ A copy of any data and analyses the local government deems appropriate.

Note: If the local government is relying on previously submitted data and analysis, no additional data and analysis is required;

_____ Copy of executed ordinance adopting the comprehensive plan amendment(s);

Suggested effective date language for the adoption ordinance for state coordinated review:

"The effective date of this plan amendment, if the amendment is not timely challenged, shall be the date the state land planning agency posts a notice of intent determining that this amendment is in compliance. If the amendment is timely challenged, or if the state land planning agency issues a notice of intent determining that this amendment is not in compliance, this amendment shall become effective on the date the state land planning agency or the Administration Commission enters a final order determining this adopted amendment to be in compliance."

_____ List of additional changes made in the adopted amendment that the Florida Department of Commerce did not previously review;

_____ List of findings of the local governing body, if any, that were not included in the ordinance and which provided the basis of the adoption or determination not to adopt the proposed amendment;

_____ Statement indicating the relationship of the additional changes not previously reviewed by the Florida Department of Commerce to the ORC report from the Florida Department of Commerce.

After-Action Report

Update for **September 9, 2024**, Council Meeting

Items are added to this report per direction of a majority of the Village Council provided during meetings of the Village Council. The purpose of this report is to document and track Village Council direction to the Village Manager and subsequently staff provided at public meetings that is not otherwise memorialized through adoption of an ordinance or resolution. The items that appear on the report are to be addressed by the Village Manager and/or responsible staff based on the level of priority determined by the Village Manager. The report will be updated for inclusion in the agenda package of each regular Village Council meeting.

If there are items on the report that the Village Council, Village Manager, or Village Attorney would like to discuss, they may request discussion during the "Supplementary Reports" portion of the agenda. Otherwise, the report is included for informational purposes.

VILLAGE MANAGER (VM)

#VM23-5

Arts & Culture Coordinator

Date of direction: September 19, 2023

Responsible Party: Village Manager

Direction: During budget hearings, Council directed that a non-staff Arts & Culture function be evaluated by the Village Manager.

Actions accomplished:

- Staff confirmed that the scope of the Parks & Recreation Committee pursuant to its establishing resolution does not include an Arts & Culture Coordination function.
- At its meeting on January 9, 2024, the Village Council heard a presentation by Elizabeth Young regarding the County's Council of the Arts and an Art in Public Places Program.
- Position Posted March 5, 2024

Next Step(s): No applicants as of yet, though the recruitment continues. Staff reports that we have received a large number of clicks on the posting, but the specialized skills required and part-time nature of the opportunity may be contributing to failure to convert clicks to applicants.

#VM23-6

Strategic Plan

Date of direction: November 7, 2023

Responsible Party: Village Manager

Direction: On November 7, 2023, Council consensus to begin Strategic Planning process at the first Village Council Meeting in January 2024.

Actions accomplished:

- Kimberly Matthews from Monroe County was to create a process roadmap to be used by the Village for a successful SP process. Ms. Matthews reported that the process roadmap would be delivered on or before April 08, the last day of her authorized support to Village operations under the agreement with Monroe County.

Next Step(s): Village is focusing on the Comp Plan update and will roll in an Implementation Element. The Comp Plan RFP was released on May 29, 2024 as RFP 24-10. Upon Completion of the Comp Plan, the Village will initiate a strategic planning cycle to bridge Comp Plan updates.

#VM24-01

Purchase of Island Community Church Building

Date of direction: January 9, 2024

Responsible Party: Village Manager

Direction: Vice Mayor Mahoney requested a discussion item on the January 9, 2024, Council meeting agenda regarding a proposal that the Village purchase property owned by the Island Community Church to build a new library in cooperation with Monroe County. The Village Council directed the Interim Village Manager, who is also Director of the Library System for Monroe County, to approach the County about this idea. The Council also directed that staff should communicate with the owners of the building to find out their sales price.

Council Directed Actions and Policies Status Report

Update for **September 9, 2024**, Council Meeting

Actions accomplished:

- Initial conversations have been held between the Village and County staff.
- Church is proceeding with rezoning application, leaving possibility for application withdrawal should Village purchase discussions advance.
- A new Islamorada branch library is not on the County's 5-year capital plan. The Village may consider acquisition of property and potential financial contributions from the Village or community sources for a split investment in the building of a facility. In order to move forward effectively, Monroe County decision-makers must be project partners early on. To reduce any potential risk associated with land acquisition and the ability of the vision to be realized, Monroe County leadership needs to be integrated into the discussion to ensure their support for either amending the five-year plan based on local financial support to advance the project through construction or be willing to accept delivery of a completed project reflecting any design requirements they may wish to impose. Such an agreement should be memorialized in writing to ensure both parties commit the resources necessary to design, build, and operate the new facility. Absent such agreement, any advance acquisition carries with it some level of risk associated with not realizing the intended outcome.
- **Zoning Map and FLUM amendments were considered at the April 11 Council Meeting and passed on first reading.**

Next steps: The sale is expected to close in August 2024, with Phase I Environmental, a Building Condition Assessment Report, and Title Search having been completed. Although the building has some identified maintenance and repair needs, as reported to council, none are such that they materially impact our interest in purchasing the property as originally proposed. Additionally, an area electric utility easement was identified and needed to be modified such that it runs along the ten feet at the rear of the property under the wires, rather than blanketing the entire property; that update is in progress.

#VM24-02

Village Flag Contest

Date of direction: January 9, 2024

Responsible Party: Village Manager

Direction: At the January 9, 2024, Council meeting, Council Member Gregg presented information, including a TED Talk video, regarding flags and their significance. Following the presentation, the Village Council directed staff to develop rules and procedures for a Village flag content. A related resolution needs to be drafted and brought back to the Council for consideration and approval.

Actions accomplished: Resolution to establish the contest was adopted at the 3/12/2024 Village Council meeting.

The VM advised Council that anticipated flag design process will be delayed, as time is needed to designate both staff and community member participation, as specified in the resolution. This is a great project and needs adequate planning to execute well.

This project may fall under the Assistant to the Village Manager.

Next Step(s): The Assistant to the Village Manager has begun and may be tasked with this project; we anticipate it coming back up for scheduling consideration following completion of the FY 2024-25 Village Budget.

#VM24-03

Training/Onboarding Program for Newly-Elected Council Members

Date of direction: February 13, 2024

Responsible Party: Village Clerk

Direction: At February 13, 2024, Council meeting, Council Member Jolin requested that staff create a formal training and onboarding process for new Council members that they would receive before their first substantive meeting after election. All Village Council members agreed.

Actions accomplished: The Village Manager is working with the Clerk and counsel to compile appropriate resource materials and an onboarding schedule.

November meeting dates were moved to November 17 and 19 an effort to seat the new Council immediately after election results are certified.

Next Step(s): New Council Candidate Orientation will be held on Thursday, November 7 from 5:00 p.m. to 8:00 p.m.

Council Directed Actions and Policies Status Report

Update for **September 9, 2024**, Council Meeting

#VM24-04

Relocation of Public Works Materials and Machinery from Founders Park

Date of Direction: April 9, 2024

Responsible Party: Village Manager

Direction: Council directed staff to research suitable properties and authorized the Village Manager to pursue Council's stated goal to remove the DPW operations from Founders Park

Actions Accomplished: Council Members Gregg and Rosenthal indicated they were aware of sites that may potentially be a fit. Council Member Jolin and Vice Mayor Mahoney indicated they could be available for a Special Call meeting if necessary.

Next Step(s): VM is exploring alternatives, including pr

#VM24-05

Sea Oats Beach – Issue with Boaters off the Sunset Beach and Protection of Turtles at that Location

Date of direction: June 11, 2024

Responsible Party: Environmental Resources Manager/Village Manager

Direction: Council Member Gregg asked for staff to look at options for closing nearshore boating access to the beach off Sunset Drive on Lower Matecumbe in an effort to reduce the numbers of boaters just offshore. The boaters are impacting the residents' quality of life and potentially endangering turtles who are nesting or otherwise using the beach.

- Council Member Jolin requested to expand the effort Village-wide and asked for a solution to the ongoing noise issues.

Actions accomplished:

- Peter Frezza has compiled information necessary to brief the council on considerations and potential next steps if they desire to move forward on establishing a new vessel exclusion zone off Sunset Beach Dr.
- Staff presented this information at the July 9th Regular Village Council Meeting.
- Staff requested a proposal from WSP for a 'feasibility study' for the permitting process for a new buoy system to delineate a vessel exclusion zone in this area.
- Staff had articles published in local newspapers and have compiled public comments that have been received.

Next Step(s): Staff are awaiting the proposal for the 'feasibility study' from WSP.

[PLANNING \(PL\)](#)

#PL23-01

Transfer of Development Rights (TDRs) in the Village Code

Date of direction: March 2, 2023

Responsible Party: Planning Director

Direction: On 3/02/2023, Council consensus to address inconsistencies in TDR section of the Code related to habitat classifications.

Actions accomplished:

- In June 2023, the Planning Department had a conference call with DEO regarding the TDR ordinance. The Planning Department received feedback on how to proceed with changes that DEO would support.
- On February 22nd the Planning Director spoke with Rebecca Jetton regarding the Council's request and asked her to begin the work of addressing the inconsistencies and recommending potential changes to the ordinance.
- Daniel Parobok & Rebecca Jetton have provided Planning Director with Draft

Next Step(s): Planning Director reviewing draft. Draft to be sent to Council for Review September 12th.

#PL23-02

Preexisting Non-conforming Structures, specifically setbacks for tiki huts.

Date of direction: September 21, 2023

Responsible Party: Planning Director

Direction: On September 21, 2023, the Village Council gave direction to create a comprehensive solution for preexisting non-conforming structures, specifically related to setbacks for tiki huts.

Council Directed Actions and Policies Status Report

Update for September 9, 2024, Council Meeting

Actions accomplished:

- Staff is working with the attorney for the applicant to determine best practices regarding this issue.
- The attorney for the applicant provided some feedback. Staff is still looking at potential “fixes”
- Staff has proposed a code amendment that would allow tiki huts on docks.

Next Step(s): Code amendment will be before the Council for 2nd reading on 9/10.

#PL23-03

Vacant parcel analysis

Date of direction: September 21, 2023

Responsible Party: Planning Director

Direction: On 9/11/2023, Council gave direction to review all vacant parcels in the Village with regard to potential developability.

Actions accomplished:

- Due to Hurricane Evacuation Report, staff has done preliminary analysis.
- A deeper analysis of vacant parcels has been completed.

Next Step(s): Staff has finalized the vacant parcel analysis for single family residential properties. Staff will continue to look at additional vacant parcels in the context of other Planning discussions.

#PL23-05

Rezoning of properties at Village incorporation

Date of direction: September 28, 2023

Responsible Party: Planning Director

Direction: On 9/28/2023, Council consensus to investigate how properties were rezoned at incorporation and ways to address perceived oversights in rezoning.

Actions accomplished:

- In September 2023, Planning Director and Village Attorney began discussions about potential actions.

Next Step(s): Continue conversation and come up with a plan of action with Village Manager.

#PL23-06

Possible update to Environmental Standards in the Village Code

Date of direction: November 7, 2023

Responsible Party: Planning Director

Direction: On 11/07/2023, Council consensus to compare Environmental Standards in the Village Code with Monroe County and consider updates for more consistency with County.

Actions accomplished:

- Village Biologist/Sr. Environmental Planner has begun looking at the Environmental Standards and comparing with the Monroe County Standards.
- Daniel Parobok presented his analysis to the Council on April 11th.
- Council has asked for additional review and recommendations.

Next Step(s): Staff will look to incorporate this as part of the Comprehensive Plan update.

#PL24-01

Accessory Dwelling Units

Date of direction: January 11, 2024

Responsible Party: Planning and Development Services

Direction: The Planning Director should research and prepare a presentation to the Village Council on Accessory Dwelling Units.

Actions accomplished:

- Staff had scheduled, advertised and began preparations for a workshop on June 4, 2024.
- Village Manager cancelled the workshop.

Council Directed Actions and Policies Status Report

Update for **September 9, 2024**, Council Meeting

Next Step(s): The discussion of ADU's will be incorporated into the Affordable Housing Plan.

#PL24-05

Full Analysis, including Public Input on Administrative Relief, Early Out Affordable Housing Allocations and BPAS

Date of direction: May 13, 2024

Responsible Party: Planning and Development Services

Direction: The Planning Director should complete a full analysis of administrative relief, early out affordable housing allocations and BPAS including robust public input and provide the analysis back to the Village Council.

Actions accomplished:

- The Planning Director presented a timeline for these items at the June 13th Council Meeting. The Gantt chart as proposed is a living document and dates can be subject to change but we are on track as presented.

Next Step(s): Staff is analyzing the data from 2 surveys and 2 workshops. Will present a final report to the Council at it October meeting.

#PL24-06

Research and provide solutions for Affordable Housing Options For Habitat for Humanity

Date of direction: June 13, 2024

Responsible Party: Planning and Development Services

Direction: The Planning Director should research all options available to the Village Council regarding Affordable Housing partnership with habitat for Humanity including with or without Early Out Allocations, on the Machado Lots, Woods Corner or others.

Actions accomplished:

- An email was received after the council meeting from habitat indicating they would likely not be interested in early out allocations or more than 8 units.

Next Step(s): Staff will still provide the information requested unless directed otherwise.

#PL23-04

Noise Ordinance

Date of direction: September 28, 2023

Responsible Party: Planning Director

Direction: On 9/28/2023, Council consensus to schedule a noise ordinance workshop.

Actions accomplished:

- The workshop was held on February 22, 2024

Next Step(s): Although the workshop was completed, there remains a council expectation that staff will research and advance noise regulation recommendations consistent with perspectives gleaned during the workshop and best practices from other jurisdictions.

PUBLIC WORKS (PW)

#PW23-01

The Fills

Date of direction: ongoing since 2014

Responsible Party: Public Works Director

Direction: On August 17, 2023, Council adopted Resolution No. 23-08-77 approving consultant to update the Master Plan for the Fills to remove all parking, turn lanes, underpass and passive park amenities and to design demolition of existing parking. At the RVCM on December 12, 2023, Councilman Rosenthal expressed concern over the delayed timeline for work on the Fills by FKAA and FDOT and its impact on the Village's efforts to control parking and use. The Village Council directed that Village staff should reach out to FDOT to see if boulders could be placed in the areas of the Fills where traffic cones and tape have been placed and in the areas where parking is currently available to effectively create the limitations on parking and use that the Village is ultimately seeking. Council's goal is to decrease overtime expense for staff to sit at the Fills to control access.

Council Directed Actions and Policies Status Report

Update for **September 9, 2024**, Council Meeting

Actions accomplished:

- As of November 8, 2023, requisite survey of entire Fills underway.
- On December 13, 2023, Public Works Director A J Engelmeyer spoke with his contact at FDOT about the Village's request to place boulders along the Fills and to ask what could be done to keep people from parking in the clear zone that would result between the boulders and the Overseas Highway.
- By the meeting on January 9, 2024, FDOT confirmed that the Village could place boulders along the right of way on the Fills outside of the clear zone.
- Staff has confirmed with FDOT that the clear zone for the fills area is 36 feet. All boulders and other above ground hazards are required to be placed outside of the clear zone.
- Draft design plans containing the removal of the parking areas and the remediation of the asphalt removed have been provided to staff for review.
- **FDOT Permit Application for removal of parking areas and the remediation of the asphalt removed is pending.**

Next Step(s): The Public Works Director will begin project once permit approval has been granted by FDOT. Work to be completed by public works department. At this juncture, DEP and FDOT are discussing how to configure and manage access points they wish to maintain near the boat ramp that is presently closed.

#PW23-02

Founders Park Baseball Field Improvement Project

Date of direction: August 17, 2023

Responsible Party: Public Works Director

Direction: Following presentation of preliminary proposal for the update to the baseball field at Founders Park on August 17, 2023, Council gave direction to be kept up-to-date and to be afforded the opportunity provide input at each stage of the project. At its meeting on 12/12/2023, the Village Council authorized the Village Attorney to continue working with the attorney for the Monroe County School District (MCSD) to update the Interlocal Agreement between the two parties. Council also directed the Village Manager to communicate with staff from the MCSD and Coral Shores High School to schedule a community meeting to explain the general concept of the improvement project and seek input from the public.

Actions accomplished:

- At the November 9, 2023, RVC, the Village Attorney reported that he is reviewing a proposed ILA provided by the School Board and has made changes in the interests of the Village. Per Council direction at the December 12, 2023, RVC, the Village Attorney continues to work on all of the agreements needed between the Village and the MCSD.
- On December 14, 2023, Village staff reached out to Patrick Lefere of the MCSD requesting the best point of contact to coordinate the community meeting and suggesting a meeting in January 2024.
- The Village Attorney confirmed that a final version of the ILA and other related documents will be presented to the Village Council for approval at a future meeting and that no construction will commence until the Village Council has approved the project.
- A community workshop was held by the Village on March 4, 2024. Interim Village Manager Kimberly Matthews facilitated and Patrick Lefere from the MCSD presented, answered questions and took comments from the public.
- Draft ILA and Operating Agreement has been with School Board attorneys since March 7.
- The Village Manager met with MCS Superintendent Theresa Axford and Patrick LaFere on April 23

Next Step(s): The Interlocal Agreement, which is the umbrella agreement that has been in effect for several years and authorizes School use of our existing baseball facilities, will be renewed prior to any agreement regarding the baseball field licensing.

Monroe County Schools gave a brief presentation to Council at the May 7 meeting, outlining their proposed path forward to gain consensus on a prospective field renovation and associated operating plan.

VILLAGE ATTORNEY (VA)

#VA24-2

Legislative Priorities Workshop

Date of direction: April 9, 2024

Responsible Party: Village Attorney

Council Directed Actions and Policies Status Report

Update for **September 9, 2024**, Council Meeting

Direction: Schedule a legislative priorities workshop before the end of June as required in Council's Meeting Procedures.

Actions accomplished: Ryan Matthews of GrayRobinson presented a Legislative session wrap-up summarizing actions taken and noted that the Legislature is expected to convene for its 2025 session in March. He surmised that a June workshop would give a good lead time to finalize legislative priorities by the late fall.

The Legislative Agenda Workshop was held on June 11, 2024

Next step(s): The Village Manager will compile data and present a proposed legislative agenda for Council's review. The completed document is awaiting some of our partners to complete their agendas so that we can express support for common interests. While it was good to have our initial conversation, our process is a bit ahead of everyone else's.

#VA24-03

Sister City Agreement – Additional Information

Date of direction: April 9, 2024

Responsible party: Village Attorney

Direction: Staff to bring back additional information on Sister City program

Actions accomplished: TBD

Next Steps: TBD

COMPLETED

#FN24-01

Grant Writing Services

Date of direction: January 9, 2024

Responsible Party: Finance Director

Direction: On January 9, 2024, Council gave direction for staff, primarily the Village Manager and Finance Director, to consider the needs of the Village with regard to grant writing services and determined whether contracting the services or hiring a staff position is warranted.

Actions accomplished:

- Internal discussions including the Interim Village Manager, Finance Director, and Procurement and Grants Administrator have subsequently been held. Staff agreed that it would be helpful to engage the services of a grant writing contractor to potentially find, apply for, and administer grants for the Village to supplement staff efforts.

Next Step(s): The Finance Department has an RFP for grant writing services already drafted from a prior procurement. Staff will discuss this need with the Village Manager to determine whether to publish an RFP.

Grant writing is something we will consider on an as-needed basis. If consultant support is needed, we can engage at that time under professional services expenses. A new staff position for grant writing is not warranted at this time. As such, staff will be removing this item from month-to-month follow-up.

#PL24-02

Elimination of Buffer Requirement in Residential Zoning Districts

Date of direction: February 13, 2024

Responsible Party: Planning and Development Services

Direction: The Planning Director should research and prepare a Code change to eliminate buffer requirements in residential zoning districts. The Planning Director is to recommend to which zoning districts the elimination of buffer requirements should apply.

Actions accomplished:

- Daniel Parobok is working on a code amendment to accomplish this item.

Next Step(s): The Council voted not to approve this ordinance on first reading. Item Complete.

Council Directed Actions and Policies Status Report

Update for **September 9, 2024**, Council Meeting