



Islamorada, Village of Islands

REGULAR VILLAGE COUNCIL MEETING

June 10, 2025 - 5:30 PM
Founders Park Community Center
87000 Overseas Highway
Islamorada, FL 33036

Virtual participation is available to the public. Please see the last page of the agenda for participation details.

AGENDA

- I. **CALL TO ORDER / ROLL CALL**
- II. **PLEDGE OF ALLEGIANCE**
- III. **AGENDA: Requests for Deletion / Emergency Additions**
- IV. **REPORTS, PRESENTATIONS AND ANNOUNCEMENTS**
 - A. General Transportation Update and Freebee Discussion - Monroe County Transit Executive Director Richard Clark
 - B. FKAU Update on Plantation Key Replacement Project - Aaron Cutler **TAB 1**
 - C. Compensation, Classification and Job Study - Presented by Paypoint HR **TAB 2**
 - D. Staff Update on Windley Key Parking Project - Review Engineer Rob Mather **TAB 3**
 - E. Sustainability and Resiliency Projects Update - Alyssa Panzer
- V. **CITIZENS' ADVISORY COMMITTEE REPORTS & APPOINTMENTS**
 - A. Parks and Recreation Citizens Advisory Committee Update (Chair Carolyn Wightman)
 - B. A. Approve Motion to Appoint Carolyn Ambler to the Land Acquisition Advisory Committee
B. Appointment of William Todd or Roger Young to Near Shore Water Regulation Committee **TAB 4** Marne McGrath, Village Clerk
- VI. **MAYOR / COUNCIL COMMUNICATIONS**
 - A. Discussion of Development Decisions by Monroe County Commission for Current and Future Projects which may Impact the Village of Islamorada - Vice Mayor Don Horton
- VII. **VILLAGE ATTORNEY / VILLAGE MANAGER COMMUNICATIONS**

- A. Update on the Fills - Director of Public Works A.J. Engelmeyer
- B. Baseball Field Update - Village Manager Ron Saunders
- C. List and Maps of Village-Owned Properties - Village Manager Ron Saunders **TAB 5**
- D. Proposed Blackwood Drive Boat Ramp - Environmental Resources Manager Peter Frezza **TAB 6**

VIII. PUBLIC COMMENT

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

IX. CONSENT AGENDA

- A. Meeting Minutes: **TAB 7**
Regular Village Council - May 6, 2025
Land Use Council - May 8, 2025
Village Manager Interviews Next Steps Discussion - March 29, 2025

- B. Resolution Authorizing Travel for Mayor Sharon Mahoney, Vice Mayor Don Horton, and Council Members Deb Gillis and Anna Richards to Attend the Florida League of Cities Annual Conference on August 14 - 16, 2025, in Orlando, Florida **TAB 8** Marne McGrath, Village Clerk

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING COUNCIL MEMBERS TO ATTEND THE FLORIDA LEAGUE OF CITIES CONFERENCE IN ORLANDO, FLORIDA ON AUGUST 14 – 16, 2025; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; AND PROVIDING FOR AN EFFECTIVE DATE

- C. Resolution Authorizing Travel for Council Member Steve Friedman to Attend the Florida League of Cities Institute for Elected Officials II on October 24-25, 2025 in Orlando, Florida **TAB 9** Marne McGrath, Village Clerk

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING COUNCIL MEMBER FRIEDMAN TO ATTEND THE FLORIDA LEAGUE OF CITIES INSTITUTE FOR ELECTED OFFICIALS II-- IN ORLANDO, FLORIDA, ON AUGUST 14 – 16, 2025; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; AND PROVIDING FOR AN EFFECTIVE DATE

X. RESOLUTIONS

- A. Resolution Identifying and Providing a List of Village Transportation Project Recommendations in Support of Monroe Counties Coordinated Submission to the Florida Department of Transportation **TAB 10** Robert Mather, Review Engineer
A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, IDENTIFYING AND PROVIDING AN UPDATED SECOND PHASE LIST OF

TRANSPORTATION PROJECT RECOMMENDATIONS TO IMPROVE TRAFFIC FLOW, ALLEVIATE CONGESTION, IMPROVE SAFETY AND ASSIST IN IMPROVING THE LEVEL OF SERVICE ON U.S. 1; AND PROVIDING FOR AN EFFECTIVE DATE.

- B.** Preliminary Rate Resolution for FY 2025-2026 Solid Waste Assessment **TAB 11**
(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 2025-2026 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, 2025 THROUGH SEPTEMBER 30, 2026; DIRECTING THE PREPARATION OF AN ASSESSMENT ROLL; PROVIDING FOR PUBLIC HEARING AND NOTICE THEREOF; AND PROVIDING FOR AN EFFECTIVE DATE

- C.** Resolution Approving a Work Authorization with WSP USA for the Design and Permitting for a Slow Speed/Minimum Wake Zone at Starck's Wheel Ditch **TAB 12** Peter Frezza, Environmental Resources Manager

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING WORK AUTHORIZATION NO. 21 WITH WSP USA, INC. FOR PROFESSIONAL SERVICES FOR THE DESIGN AND PERMITTING FOR A SLOW SPEED/MINIMUM WAKE ZONE AT STARCK'S WHEEL DITCH; AUTHORIZING VILLAGE OFFICIALS TO IMPLEMENT THE TERMS AND CONDITIONS OF WORK AUTHORIZATION NO. 21; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE PROJECT AGREEMENT FOR WORK AUTHORIZATION NO. 21; AND PROVIDING FOR AN EFFECTIVE DATE

- D.** Resolution Approving New Lease Agreement with Florida Department of Transportation for Right-of-Way Property Bayside, Mile Marker 84, Parcel No. 489 **TAB 13** A.J. Engelmeyer, Public Works Director

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA APPROVING NEW LEASE AGREEMENT BETWEEN THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) AND ISLAMORADA, VILLAGE OF ISLANDS, FOR RIGHT-OF-WAY PROPERTY IDENTIFIED AS FDOT PARCEL NO. 489 AND LOCATED AT APPROXIMATELY MILE MARKER 84, BAYSIDE; AUTHORIZING VILLAGE OFFICIALS TO IMPLEMENT THE TERMS AND CONDITIONS OF THE LEASE AGREEMENT;

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

- E. Resolution Approving Mediated Settlement Agreement With Mark Gregg **TAB 14** John Quick, Interim Village Attorney
A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING THE SETTLEMENT AGREEMENT RELATING TO THE FLUEDRA CLAIM FILED BY MARK GREGG AGAINST ISLAMORADA, VILLAGE OF ISLANDS; AUTHORIZING VILLAGE OFFICIALS TO EXECUTE, DELIVER AND IMPLEMENT THE TERMS AND CONDITIONS OF THE SETTLEMENT AGREEMENT; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE
- F. Resolution Approving the Administrative Procedure for Complaints Against Charter Officers and Elected Officials **TAB 15** Jamie Terry, Human Resources Director
A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA ADOPTING ADMINISTRATIVE PROCEDURE #HR001 – COMPLAINTS AGAINST CHARTER OFFICERS AND ELECTED OFFICIALS; AUTHORIZING VILLAGE MANAGER TO IMPLEMENT THE PROCEDURE AS ADOPTED; AND PROVIDING FOR AN EFFECTIVE DATE
- G. Resolution Approving Amendment to FY 2024–2025 Purchases from Commercial Energy Specialists for Aquatic Facility Supplies and Services **TAB 16** 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; PROVIDING FOR A WAIVER OF COMPETITIVE BIDDING; AND PROVIDING FOR AN EFFECTIVE DATE
- H. Resolution Approving a First Amendment to Project Agreement Work Authorization No. 2 with Page Excavating, Inc. **TAB 17** A.J. Engelmeyer, Public Works Director
A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING A FIRST AMENDMENT TO WORK AUTHORIZATION NO. 2 BETWEEN PAGE EXCAVATING, INC. AND ISLAMORADA, VILLAGE OF ISLANDS, INCREASING THE NOT-TO-EXCEED AMOUNT; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE FIRST AMENDMENT; AND PROVIDING FOR AN EFFECTIVE DATE

- I. Resolution Approving the Final Rankings and Recommendations of the RFP 25-03 Evaluation Committee for the Low Pressure Extension for Maderia Rd. **TAB 18** 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 25-03 EVALUATION COMMITTEE FOR LOW PRESSURE EXTENSION FOR MADERIA RD; 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

- J. Resolution Approving Agreement with Early Alert Inc. for Emergency Management Consulting Servicing **TAB 19** Terry Abel, Fire Chief

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING CONTINUING SERVICES AGREEMENT; FISCAL YEAR 2024-2025 BUDGETED EXPENDITURES FROM EARLY ALERT INC. FOR EMERGENCY MANAGEMENT CONSULTING SERVICES; AUTHORIZING VILLAGE OFFICIALS TO IMPLEMENT THE TERMS AND CONDITIONS OF THE AGREEMENT; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE

- K. Resolution Approving Change Orders and Contingency Fund for The Generator Storage Building Project **TAB 20** Terry Abel, Fire Chief

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING A CHANGE ORDER FOR THE GENERATOR STORAGE BUILDING PROJECT; AUTHORIZING A CONTINGENCY FUND; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; AND PROVIDING FOR AN EFFECTIVE DATE

XI. ORDINANCES

- A. Ordinance Amending Section 2-118 Related to Affirmative Defenses and Finding of Responsibility in Code Compliance Hearings - **First Reading** **TAB 21** John Quick, Interim Village Attorney

AN ORDINANCE OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, AMENDING SECTION 2-118 OF THE VILLAGE CODE, ENTITLED "SCHEDULING AND CONDUCT OF HEARING," TO REQUIRE NOTICE OF AFFIRMATIVE DEFENSES IN CODE COMPLIANCE HEARINGS AND DETERMINATION OF RESPONSIBILITY FOR ALLEGED VIOLATIONS; PROVIDING FOR THE REPEAL OF ALL CODE PROVISIONS AND ORDINANCES INCONSISTENT WITH THIS ORDINANCE;

**PROVIDING FOR SEVERABILITY; PROVIDING FOR
CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE**

- B.** Ordinance Establishing a Uniform Date for Appointment of
Committee Members - **Second Reading TAB 22**

**AN ORDINANCE OF ISLAMORADA, VILLAGE OF ISLANDS,
FLORIDA, AMENDING CHAPTER 2 “ADMINISTRATION”,
SECTION 2-332; PROVIDING FOR SEVERABILITY; PROVIDING
FOR INCLUSION IN THE CODE; AND PROVIDING FOR AN
EFFECTIVE DATE**

XII. ADJOURNMENT

Options for Viewing the Village Council Meeting:

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

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

[PUBLIC PARTICIPATION]

Option 1: Email your comments.

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

Option 2: Call in During the Meeting.

1. If phoning in, dial 305-224-1968 and enter the webinar **ID: 911 0656 4166** followed by #. When the Mayor opens public comment pertaining to the agenda item you are interested in dial *9 to be recognized by the Zoom meeting monitor. The Monitor will call you by the last four digits of your phone number. **Please be sure to unmute your phone when you are called upon.**
2. If watching online via Zoom: Open the Zoom webinar link <https://zoom.us/j/91106564166> and follow the prompts to join the webinar. When the Mayor opens public comment use the “raise your hand” feature to be recognized by the meeting monitor. Public comments will be heard in the order in which they are received.

ADA Assistance:

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

[VERBATIM_RECORD]



Council Communication

To: Mayor and Village Council
From: Ron Saunders, Village Manager
Date: June 10, 2025
SUBJECT: **General Transportation Update and Freebee Discussion - Monroe County Transit Executive Director Richard Clark**

Background:

Analysis:

Budget Impact:

Staff Impact:

Recommendation:

Attachments: None



Council Communication

To: Mayor and Village Council
From:
Date: June 10, 2025
SUBJECT: FKAA Update on Plantation Key Replacement Project - Aaron Cutler TAB 1

Background:

Analysis:

Budget Impact:

Staff Impact:

Recommendation:

Attachments: 1. Plantation Key Presentation to Council June 2025 FINAL DRAFT



Plantation Key Transmission Main Replacement Project Update

Islamorada Village Council Meeting: June 10, 2025



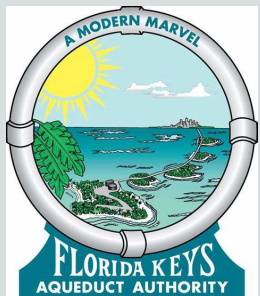
FLORIDA KEYS
AQUEDUCT AUTHORITY
Providing Quality Water Services to the Keys

Project Team



FLORIDA KEYS
AQUEDUCT AUTHORITY
Providing Quality Water Services to the Keys

- **Project Owner (Florida Keys Aqueduct Authority)**
Greg Veliz, Executive Director
- **Construction Engineer (Wade Trim)**
David Mullen, P.E.
- **Construction Manager (South Florida Engineering Services)**
Aaron Cutler
- **Public Outreach Officer (Conceptual Communications)**
Laurie M. Ernest-Jones
- **Contractor (Michels Pipeline)**
Kory Callum
- **Community Partners**
 - **FDOT**
 - **Monroe County Public Schools**
 - **Monroe County Sheriff's Office**
 - **Village of Islamorada**



Project Update



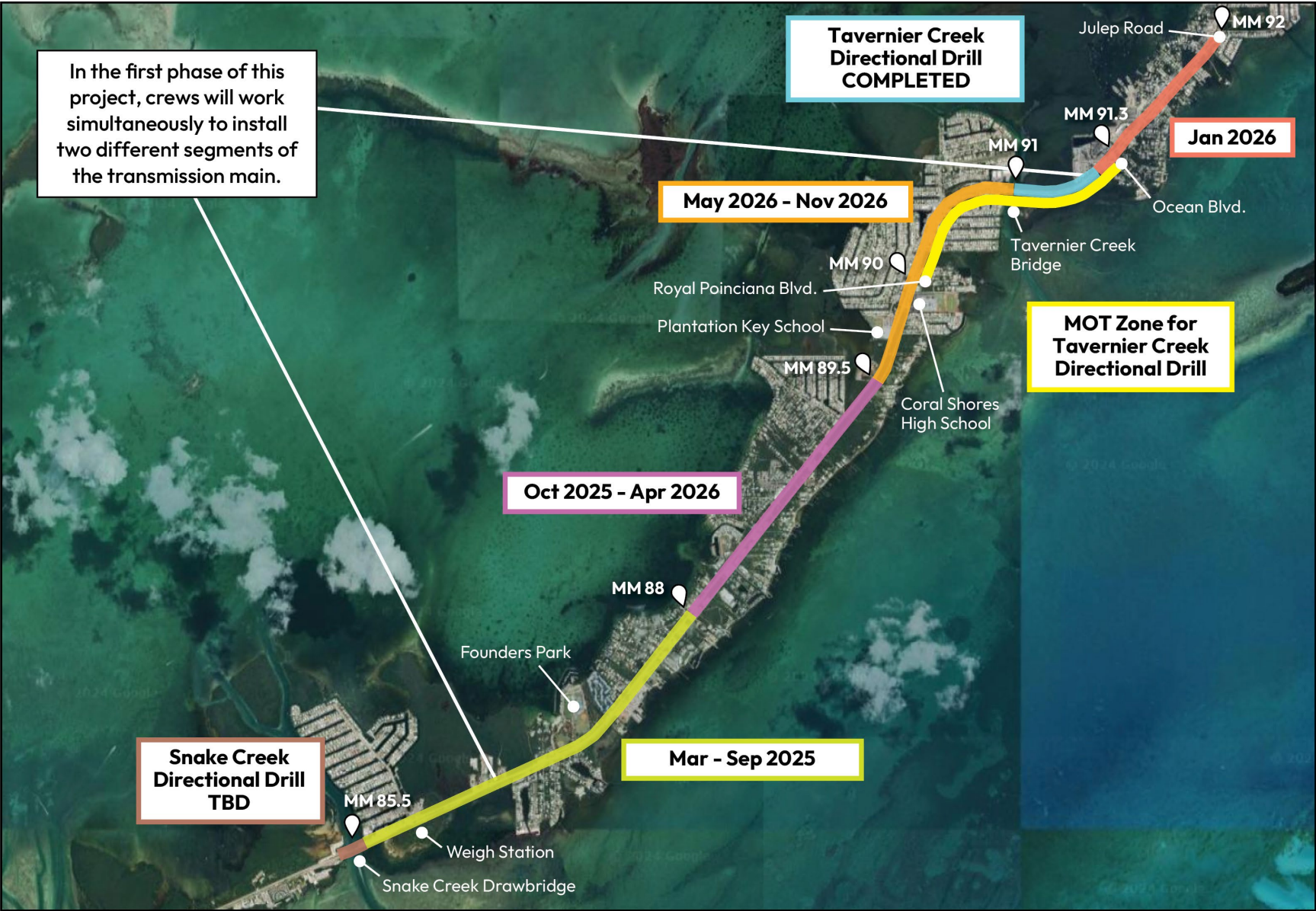
FLORIDA KEYS
AQUEDUCT AUTHORITY
Providing Quality Water Services to the Keys

- The directional drill work at Tavernier Creek Crossing was completed in about 60-days on May 15 (estimate was two to three months)
- All equipment has been removed and all lanes at the north end of the project (MM 91) are open
- Crews are working ahead of schedule to install the new drinking water pipe via open cut trench along US 1.
- They are currently working north of Founders Park near MM 88 and moving north in 1,000-foot increments
- So far, we've installed over 8,000 feet of new drinking water pipe in the ground along US 1



Pipe Installation Schedule: Phased Plan

Plantation Key Transmission Main Replacement Project Pipe Installation Map



Traffic Control Plan & Safety Reminders



- As the pipe gets installed, the MOT will move north in 1,000-foot increments.
- Crews are working mostly at night on the open cut trench along US 1; minimal daytime work due to traffic.
- A 3,000-foot rolling lane closure remains in effect 24/7 along US 1.
- They will pause work for major holidays, events, and inclement weather. Weekend work may be needed from time-to-time.
- 35 MPH speed limit through the work zone.
- Left-hand turns are not permitted in the work zone (per FDOT). Drivers should continue past their destination, make a U-Turn when it's safe and legal to do so, then turn right into their destination.
- If you haven't already done so, check out the updated FAQ page on FCAA.com; it provides answers to all questions we received from the public at the Chamber's Island Fest event.

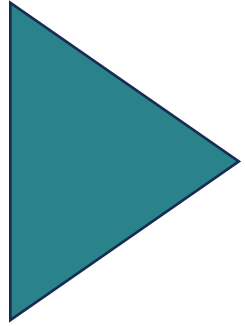
**On June 30,2025, we will participate in FDOT's Monroe County
Transportation Incident (TIM) Team Meeting.**



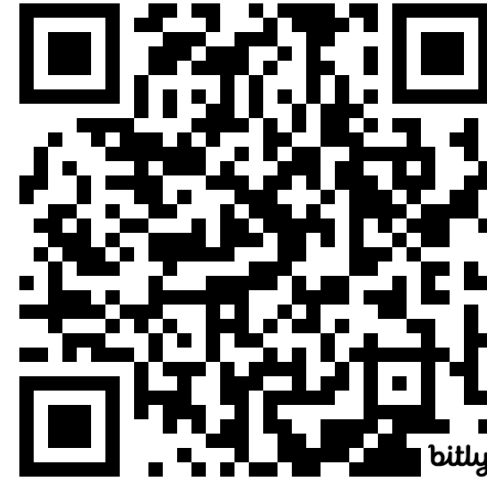
**Ingress and egress to ALL businesses
will be maintained throughout this
project.**

We are contacting all businesses, churches, and HOAs before work begins in their area. We are also quickly responding to any questions or concerns from the public.

Please send questions to community@fkaa.com.



Scan the QR code to
sign up for project
updates.



-
- Questions? Email us at community@fkaa.com
 - For after-hours support, call (305) 296-2454
 - Visit FKAA.com for all the project info
 - Follow FCAA's Facebook and X pages (@FKAAwater) for weekly project updates



Council Communication

To: Mayor and Village Council
From: Jamie Terry, Human Resources Director
Date: June 10, 2025
SUBJECT: **Compensation, Classification and Job Study - Presented by Paypoint
HR TAB 2**

Background:

Analysis:

Budget Impact:

Staff Impact:

Recommendation:

Attachments:

1. Islamorada Final Presentation 060225
2. Islamorada Final Report 060325
3. Final Benefits Report Islamorada 060325



Islamorada
— Village of Islands

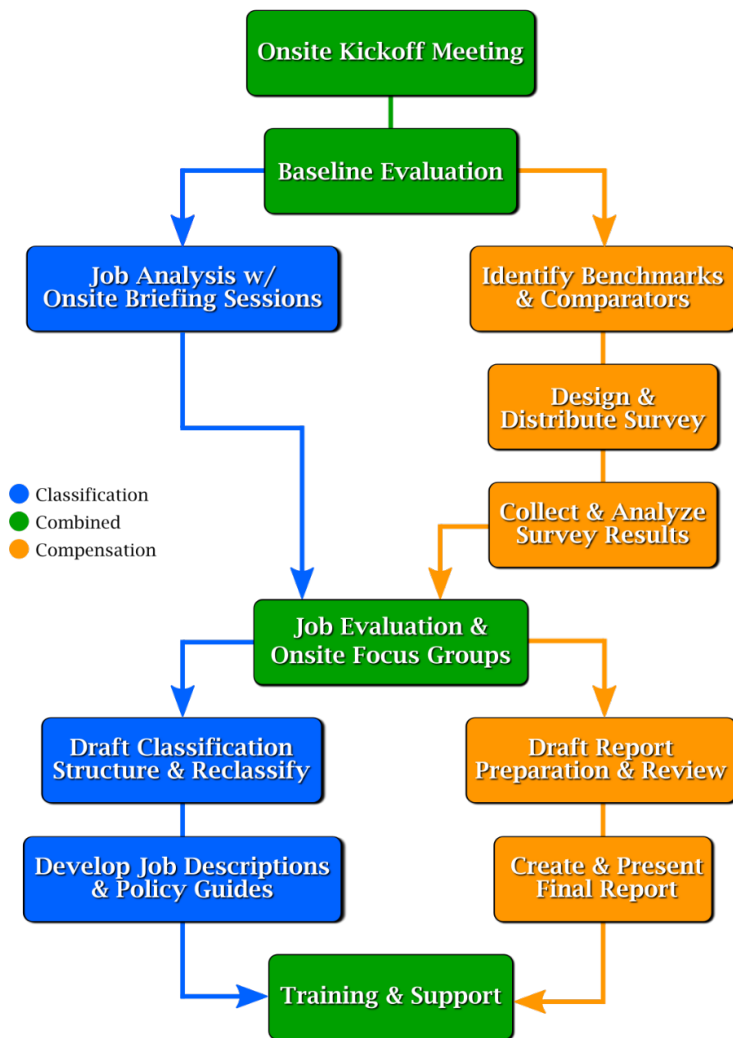
Compensation Classification and Job Study

Presentation Outline

1. Project Approach
2. Comparators
3. Compensable Factor Score
4. External Market – 50th percentile
5. Recommendations
6. Benefits
7. Conclusion

1. Project Approach

Project Approach



Yardstick 1

External Market

Yardstick 2

Org Structure

Yardstick 3

Knowledge, Skills
& Abilities

Internal Equity Yardstick (Classification)

- Engaged employees and managers with job analysis questionnaires to better understand (beyond what is contained in job descriptions) the knowledge, skills, and abilities required for each position. Manager reviews served as a checks and balance for the process.
- The 9 compensable factors from the questionnaires (education, impact, supervision, etc.) were used to create the hierarchy yardstick.

External Competitiveness Yardstick (Compensation)

- Comparator organizations were selected that are socio-economically similar to Islamorada. [As percentiles are used rather than average, single responses do not falsely skew results.]
- Surveys distributed to comparators that included a brief summary of the requirements of the position at Islamorada to ensure an apples-to-apples comparison.
- Results of the market survey were used to develop the second yardstick.

Org Structure Yardstick

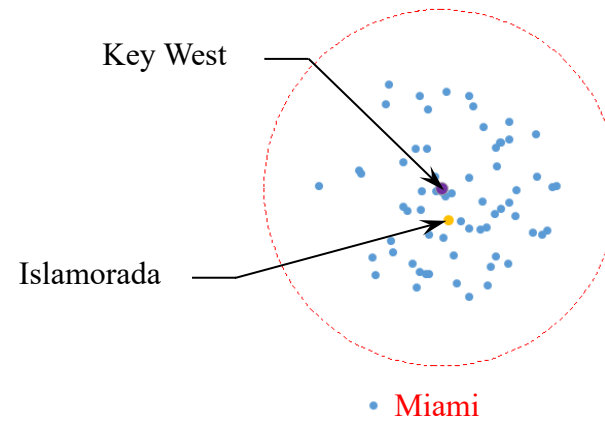
- In consultation with the project team, a third yardstick was developed that considered the organizational structure of Islamorada (directors, managers, supervisors, leads, etc.).

Final step was to statistically combine the three independent measures/yardsticks to develop a comprehensive understanding of what fair pay looks like for Islamorada.

2. Comparators

Comparators Factors

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



Respondents (19)

Bay Harbor Islands	Key Biscayne	Key West	Lake Park
Lantana	Lauderdale-by-the-Sea	Marathon	Marco Island
Miami Springs	North Palm Beach	Opa-Locka	Palm Beach
Palm Springs	Palmetto Bay	Southwest Ranches	Sunny Isle Beaches
Surfside	Tequesta	Wilton Manors	

3. Compensable Factor Score

Position Vantage Point



First Name

Last Name

Job Location

Department

Job Title

Full-time / Part-time

Job Summary

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

Where Position Fits

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

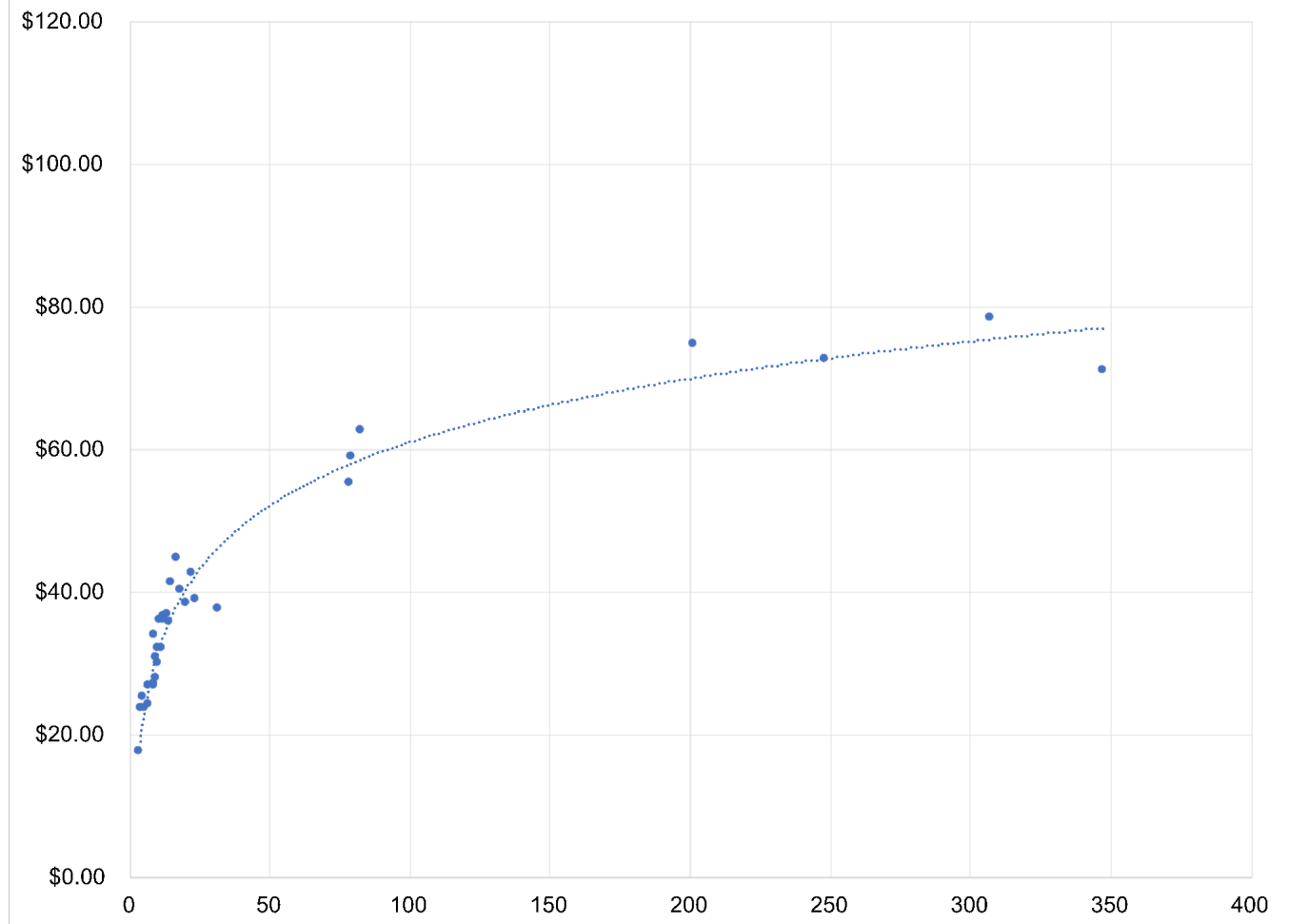
Supervisor's Title

Job Titles of Peers / Co-workers (Reporting directly to same supervisor)

Jobs Reporting Direct to Position (if applicable)

1/11

Job Analysis Questionnaire for understanding job responsibilities and internal equity.



96% Correlation between CFS Score (Internal Equity) and Salary from the External Market

4. External Market – 50th Percentile

Market Position for Village and Departments

- Each job title was examined relative to the 50th percentile (middle) of the market. In other words, the strategic goal: half of the market pays more than Islamorada does, half pay less for each position.

Department	Market Position
Building Services	15.6% below market
Code Compliance	8.2% below market
Finance	7.1% below market
Fire Rescue	17.2% below market
IT & Communications	12.8% below market
Parks & Recreation	11.7% below market
Planning & Development Services	11.0% below market
Plantation Yacht Harbor Marina	15.5% below market
Public Works	13.0% below market
Sheriff's Office	11.5% below market
Village Clerk's Office	19.0% below market
Village Manager's Office	14.1% below market
Wastewater Utility	8.4% below market
Overall Average	12.8% below market

Positions Compensated Substantially Below Market (-10% > % Diff)

Administrative Assistant	Environmental Resources Program Manager
Assistant Director of Public Works	Facility Attendant & Recreation
Assistant Fire Chief	Facility Security
Audio Visual & Social Media Specialist	Fire Chief
Benefits & Payroll Administrator	Fire Prevention & Inspector
Building Maintenance Worker	Firefighter EMT
Building Services Supervisor	Floodplain / CRS Administrator
Chief Building Official	Floodplain / CRS Administrator Sr
Code Enforcement Officer Sr	Head Lifeguard / Pool Operator
Crew Chief	Human Resources Director
Deputy Building Official	IFP Office Coordinator
Deputy Village Clerk	IT / Communications Manager
Director of Founders Park	Lifeguard 1
Director of Planning	Marina Manager
Director of Public Works	Network Engineer
Division Chief of Training	Permit Clerk
Environmental Coordinator II	Plans Examiner / Building Inspector
Environmental Planner	Plans Examiner / Building Inspector Sr

Positions Compensated Substantially Below Market (-10% > % Diff)

Principal Planner	Software Administrator / Training & Customer Support
Procurement / Grants Administrator	Staff Accountant Sr
Senior Environmental Planner	Village Clerk
Senior Lifeguard	Village Manager
Senior Planner	Wastewater Technician IV

Positions Compensated Below Market (-10% < % Diff < -5%)

Administrative Assistant Sr	Planner
Anne's Beach Facility Attendant	Planning Coordinator
AP/AR Clerk / Cashier	Recreation Program Leader
Assistant Dockmaster	Review Engineer
Associate Planner	Roadway Maintenance Worker
Code Enforcement Officer	Sustainability & Resiliency Coordinator / Planner
Facility Attendant	System Engineer
IFP Facility / Ground Maintenance Worker	Wastewater Operations Manager
Lifeguard 2	Wastewater Technician I
Litter Removal	Wastewater Technician II
Parks Program Manager	Wastewater Technician III

Positions Compensated Below Market (-10% < % Diff < -5%)

Administrative Assistant	Library Assistant
Administrative Specialist	Lift Station Supervisor
Ambulance Billing Service Manager	Maintenance Repairperson
Animal Control Officer	Maintenance Worker I
Art Center Registrar	Maintenance Worker II
Assistant Police Chief	Meter Attendant
Building & Grounds Supervisor	Office Manager
City Planner	Park Maintenance Supervisor
Clerk	Plant Maintenance Supervisor
Community Services Officer	Police Captain
Community Services Officer II	Police Chief
Computer Technician	Program Supervisor
Deputy City Clerk	Right of Way Inspector
Equipment Operator I	Senior Account Clerk
Equipment Operator II	Sewer Maintenance Supervisor
Equipment Operator III	Transit Driver
Housing Specialist	Treatment Plant Mechanic I
HR Generalist	Treatment Plant Mechanic II
Human Resources Manager	Treatment Plant Operator I
Information Technology Manager	Treatment Plant Operator II
Landscape Horticulturalist	

5. Recommendations

Salary Scale

- 24 grades and 7.5% between grades
- Min to Max – 60% spread (56.8% market average)
- Minimum wage at \$15.00

Grade	Min	Mid	Max
1	\$15.00	\$19.50	\$24.00
2	\$16.13	\$20.96	\$25.80
3	\$17.33	\$22.53	\$27.74
4	\$18.63	\$24.22	\$29.82
5	\$20.03	\$26.04	\$32.05
6	\$21.53	\$27.99	\$34.46
7	\$23.15	\$30.09	\$37.04
8	\$24.89	\$32.35	\$39.82
9	\$26.75	\$34.78	\$42.80
10	\$28.76	\$37.39	\$46.01
11	\$30.92	\$40.19	\$49.46
12	\$33.23	\$43.20	\$53.17
13	\$35.73	\$46.44	\$57.16
14	\$38.41	\$49.93	\$61.45
15	\$41.29	\$53.67	\$66.06
16	\$44.38	\$57.70	\$71.01
17	\$47.71	\$62.03	\$76.34
18	\$51.29	\$66.68	\$82.06
19	\$55.14	\$71.68	\$88.22
20	\$59.27	\$77.05	\$94.84
21	\$63.72	\$82.83	\$101.95
22	\$68.50	\$89.05	\$109.59
23	\$73.63	\$95.72	\$117.81
24	\$79.16	\$102.90	\$126.65

Salary Recommendations (Estimate)

1. Raise the salary of 4 positions that are below grade minimum, first, at a cost of \$20,451.
2. Raise the salary of 42 positions that are substantially below market, second, at a cost of \$368,163.
3. Raise the salary of 34 positions that are below market, third, at a cost of \$115,180.
4. Raise the salary of 11 positions that are experiencing compression, fourth, at a cost of \$10,749.
5. No change is recommended for positions above market except to bring to new grade minimum.

6. Benefits

Competitive Benefits

- Islamorada total benefits cost amounts to **26% of total compensation**, aligning closely with the **local market median of 25%**, demonstrating the pay-to-benefit ratio is competitive with the market.

Regular Pay Increases

- 78% of market respondents have made across-the-board (ATB) pay adjustments within the past year, suggesting a tight labor market.
- Annual ATB pay adjustments help Islamorada retain and attract quality employees.

Quality Employee Health Plan Advantages

- Islamorada's health plans offer lower deductibles and out-of-pocket maximums than market.
- Co-pay amounts are consistent with market norms.

Strong Retirement Benefits

- Islamorada offers 401 and 457 retirement plans with no mandatory employee contributions, allowing employees to keep more of their pay as “take-home” income.
- Islamorada's participation in the FRS offers a secure, portable pension benefit, helping attract and retain talent while aligning with 60% of peers offering defined benefit plans.
- Islamorada offers both defined benefit (FRS) and defined contribution (401/457) plans, combining pension security with personal ownership and flexibility in retirement savings.

Competitive Leave Accrual

- Islamorada allows 24 days of vacation carryover, closely aligning with the market median.
- Islamorada offers unlimited sick leave carryover, exceeding the market median of 60 days and enhancing long-term employee benefits.

7. Conclusion



Islamorada
— Village of Islands

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

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Executive Summary

External Competitiveness Takeaway

Overall, job titles at Islamorada are compensated 12.8% below the 50th percentile of the market (for reference, in comparison to the 40th percentile of the market job titles are 6.8% below market and 17.5% below market in comparison to the 60th percentile). The 50th percentile indicates that half of the comparators pay more/half less than Islamorada. Recommendations for holistic compensation adjustments for all job titles in the Village are delineated in the report. No wage reductions are recommended.

Department	50 th Percentile External Market
Building Services	15.6% below market
Code Compliance	8.2% below market
Finance	7.1% below market
Fire Rescue	17.2% below market
IT & Communications	12.8% below market
Parks & Recreation	11.7% below market
Planning & Development Services	11.0% below market
Plantation Yacht Harbor Marina	15.5% below market
Public Works	13.0% below market
Sheriff's Office	11.5% below market
Village Clerk's Office	19.0% below market
Village Manager's Office	14.1% below market
Wastewater Utility	8.4% below market
Overall Average	12.8% below market

Process

Paypoint HR is pleased to present this comprehensive Compensation and Classification Study to Islamorada, Village of Islands, Florida. The study began with an initial kick-off meeting with the Human Resources Director and Human Resources Assistant on January 17, 2025. The Final Report was completed for presentation to the Village in Spring 2025.

The point of the Executive Summary is to give an overview of the most important issues and opportunities identified by the consulting team during the study. The reader is highly encouraged to read the document in its entirety to gain an understanding of the recommendations within the report. The study takes into consideration both short and long-term concerns. The intent of the study was to provide leadership with a process for ascertaining equitable value of positions on a competitive salary scale. The study compared existing pay to compensation scales of organizations identified to be valid comparators to the Village. This report provides a review and update of the classification and compensation plan for the Village's employees. Paypoint HR has identified opportunities, but it is up to the Village's leadership to determine which are most appropriate and the timing of implementation.

In considering the options for implementation, it is critical to understand the costs and benefits related to each option. By utilizing market data and analysis it is possible to make informed decisions regarding possible changes. However, in addition to the quantitative economic cost and benefit, it is important to consider the social/cultural impact of implementation and management. Islamorada will need to consider all components in making final decisions.

The study was divided into two parts: a classification phase and a compensation phase. The classification phase included identification, review, and analysis of specific work being performed in various positions. That data was then used to simplify positions and match them to the external market in an "apples to apples" comparison. The compensation phase consisted of an initial baseline analysis and an external market survey of public organizations to determine what the labor market pays for specific jobs.

The study included approximately 103 employees within roughly 73 distinct classifications. The study recommendations indicate what actions should be taken to avoid the loss of qualified staff and address difficulties in recruiting new employees for the Village. In addition, it was expected that the study would recommend adjustments to the Village's salary placement procedures, policies, and salary structure, to allow appropriate ongoing compensation administration.

Comprehensive surveys like this establish a credible pay structure that is fair for the work completed and strategically positions Islamorada competitively in the labor market. The desired result is the improved ability to attract and retain quality staff that perform at high levels to meet the growing demands of the community.

Major Milestones for the Project

The study began with an initial kick-off meeting with the Human Resources Director and Human Resources Assistant on January 17, 2025.

Employee Briefing Sessions were held with the Village on February 5th and 6th with groups of employees from all departments to discuss the project, their roles, and to review the job analysis questionnaire.

Paypoint HR conducted a job evaluation for an internal review of job family classifications based on the responses to the PVPs.

An analysis of the existing pay scale was completed.

Internal positions were reviewed, and benchmark positions were selected for inclusion in the external survey.

An external market survey was sent out to a total of 30 comparator organizations and responses from 19 participants were collected. Typical surveys of this type yield a 5-10% response rate.

Survey Respondents

Bay Harbor Islands	Key Biscayne	Key West	Lake Park
Lantana	Lauderdale-by-the-Sea	Marathon	Marco Island
Miami Springs	North Palm Beach	Opa-Locka	Palm Beach
Palm Springs	Palmetto Bay	Southwest Ranches	Sunny Isle Beaches
Surfside	Tequesta	Wilton Manors	

Recommendations

By July 1st, 2025, it is estimated that the length of service for employees in their current positions will average 5.2 years. Accordingly, it is recommended that individual salary adjustments be limited to no greater than the 50th percentile of the market.

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

50th Percentile of Market

1. Raise the salary of 4 positions that are below grade minimum, first, at a cost of \$20,451.
2. Raise the salary of 42 positions that are *substantially* below market, second, at a cost of \$368,163.
3. Raise the salary of 34 positions that are below market, third, at a cost of \$115,180.

Total: 80 positions, \$503,795.

4. Raise the salary of 11 positions that are experiencing compression, fourth, at a cost of \$10,749.

Comparators

Purpose

To determine economically comparable organizations for inclusion in the external market study by comparing economic metrics of Islamorada to those of similar communities in the southern portion of the state.

Methodology

The goal was to understand how each of the thirty-four (34) identified communities compared with Islamorada. The six (6) metrics that were chosen for evaluation were Population, Median Property Value (MPV), Median Household Income (MHI), Poverty Rate (Pov Rate), Labor Force Participation Rate (LFP Rate), and Unemployment Rate (U Rate). Each metric was assumed to be equally important.

A statistic was produced for each metric by first taking the absolute value of the difference between the metric for a similar community and the same metric for Islamorada, for example, the difference between the population of Islamorada and Key West. The difference was then divided by the standard deviation to understand how the difference varied for each similar community in relation to the sample population of the thirty-four (34) communities as a whole.

If any of the metrics had a value in excess of three standard deviations, then the community was considered to not be a good comparator for Islamorada – highlighted in **red** below.

From a statistical perspective, Chebyshev's Inequality Theorem indicates that 88.8% of all data values would be within three (3) standard deviations of the mean for a generic distribution. If a normal distribution exists, then values less than three (3) standard deviations account for 99.73% of the population. The choice of comparison is therefore statistically sound and appropriate.

A summary table of these calculations is presented in the following tables. (Sample calculations are also presented.)

Table 1 – Potential Comparators

Bay Harbor Islands	Belle Glade	Florida City	Hialeah Gardens
Key Biscayne	Key West	Lake Park	Lantana
Lauderdale-by-the-Sea	Lighthouse Point	Marathon	Marco Island
Miami Lakes	Miami Shores	Miami Springs	Naples
North Bay Village	North Palm Beach	Opa-locka	Pahokee
Palm Beach	Palm Springs	Palmetto Bay	Pembroke Park
Pinecrest	South Miami	Southwest Ranches	Sunny Isles Beach
Surfside	Sweetwater	Tequesta	West Miami
West Park	Wilton Manors		

Table 2 - Economic Data of Islamorada and Potential Comparators

Community	Population	MPV	MHI	Pov Rate	LFP Rate	U Rate
Islamorada	6,943	\$840,600	\$93,750	5.2%	56.0%	2.0%
Bay Harbor Islands	5,608	\$480,600	\$73,587	8.8%	72.6%	3.4%
Belle Glade	16,879	\$136,500	\$42,314	32.5%	61.5%	12.5%
Florida City	12,437	\$235,300	\$44,774	32.6%	54.4%	8.8%
Hialeah Gardens	22,059	\$278,400	\$58,497	14.7%	65.6%	2.9%
Key Biscayne	14,303	\$1,330,000	\$173,015	8.4%	57.4%	4.1%
Key West	24,684	\$814,200	\$80,828	13.2%	69.8%	2.0%
Lake Park	8,958	\$322,400	\$54,741	15.5%	63.0%	9.4%
Lantana	12,287	\$306,600	\$67,009	11.5%	65.9%	9.3%
Lauderdale-by-the-Sea	6,144	\$577,600	\$76,855	7.4%	46.5%	3.0%
Lighthouse Point	10,511	\$627,500	\$86,586	6.6%	59.3%	2.2%
Marathon	9,847	\$644,600	\$70,313	11.0%	68.9%	6.0%
Marco Island	16,359	\$808,800	\$105,315	5.4%	32.6%	4.0%
Miami Lakes	31,505	\$485,900	\$90,339	4.6%	69.6%	3.2%
Miami Shores	11,475	\$682,100	\$120,833	7.5%	62.9%	7.0%
Miami Springs	13,169	\$477,300	\$88,196	11.7%	66.3%	1.3%
Naples	19,894	\$1,200,000	\$135,657	6.0%	36.6%	2.5%
North Bay Village	7,866	\$429,600	\$76,815	9.5%	75.1%	4.3%
North Palm Beach	13,081	\$418,100	\$89,175	6.4%	53.0%	1.9%
Opa-locka	15,597	\$259,600	\$30,101	28.0%	57.3%	5.2%
Pahokee	5,566	\$114,400	\$36,289	31.8%	47.5%	23.0%
Palm Beach	9,262	\$1,680,000	\$190,824	5.1%	31.3%	5.6%
Palm Springs	27,213	\$213,600	\$55,254	13.9%	70.7%	6.9%
Palmetto Bay	24,243	\$715,700	\$144,987	5.2%	68.2%	3.6%
Pembroke Park	6,319	\$55,300	\$41,875	25.9%	62.4%	6.8%
Pinecrest	17,961	\$1,130,000	\$178,095	6.5%	61.9%	4.9%
South Miami	12,104	\$692,400	\$78,830	13.3%	66.1%	3.9%
Southwest Ranches	7,558	\$782,600	\$165,556	4.7%	62.7%	1.6%
Sunny Isles Beach	21,761	\$424,300	\$57,145	13.6%	55.8%	4.0%

Community	Population	MPV	MHI	Pov Rate	LFP Rate	U Rate
Surfside	5,411	\$699,300	\$73,160	14.0%	61.2%	3.6%
Sweetwater	20,712	\$223,000	\$53,159	15.7%	63.5%	4.8%
Tequesta	6,127	\$470,200	\$92,457	6.9%	56.2%	3.3%
West Miami	6,854	\$412,300	\$73,525	12.3%	65.0%	3.7%
West Park	15,111	\$305,400	\$58,712	15.9%	68.2%	8.6%
Wilton Manors	11,395	\$457,800	\$81,424	5.9%	64.0%	3.9%

Table 3 – Statistics of Potential Comparators

Community	Population	MHP	MHI	Pov Rate	LFP Rate	U Rate
Bay Harbor Islands	0.19	1.00	0.48	0.44	1.58	0.35
Belle Glade	1.44	1.97	1.24	3.32	0.52	2.61
Florida City	0.80	1.69	1.18	3.33	0.15	1.69
Hialeah Gardens	2.19	1.57	0.85	1.15	0.92	0.22
Key Biscayne	1.07	1.37	1.91	0.38	0.13	0.52
Key West	2.58	0.07	0.31	0.97	1.32	0.00
Lake Park	0.29	1.45	0.94	1.25	0.67	1.84
Lantana	0.78	1.49	0.64	0.77	0.94	1.81
Lauderdale-by-the-Sea	0.12	0.73	0.41	0.27	0.91	0.25
Lighthouse Point	0.52	0.59	0.17	0.17	0.31	0.05
Marathon	0.42	0.55	0.56	0.70	1.23	0.99
Marco Island	1.37	0.09	0.28	0.02	2.23	0.50
Miami Lakes	3.57	0.99	0.08	0.08	1.30	0.30
Miami Shores	0.66	0.44	0.65	0.27	0.66	1.24
Miami Springs	0.90	1.01	0.13	0.79	0.98	0.17
Naples	1.88	1.00	1.01	0.10	1.85	0.12
North Bay Village	0.13	1.15	0.41	0.52	1.82	0.57
North Palm Beach	0.89	1.18	0.11	0.14	0.29	0.02
Opa-locka	1.26	1.62	1.53	2.77	0.12	0.79
Pahokee	0.20	2.03	1.38	3.23	0.81	5.22

Community	Population	MHP	MHI	Pov Rate	LFP Rate	U Rate
Palm Beach	0.34	2.34	2.33	0.01	2.35	0.89
Palm Springs	2.94	1.75	0.93	1.05	1.40	1.22
Palmetto Bay	2.51	0.35	1.23	0.00	1.16	0.40
Pembroke Park	0.09	2.19	1.25	2.51	0.61	1.19
Pinecrest	1.60	0.81	2.03	0.15	0.56	0.72
South Miami	0.75	0.41	0.36	0.98	0.96	0.47
Southwest Ranches	0.09	0.16	1.73	0.07	0.64	0.10
Sunny Isles Beach	2.15	1.16	0.88	1.02	0.02	0.50
Surfside	0.22	0.39	0.49	1.07	0.50	0.40
Sweetwater	2.00	1.72	0.98	1.28	0.72	0.70
Tequesta	0.12	1.03	0.03	0.20	0.02	0.32
West Miami	0.01	1.20	0.49	0.86	0.86	0.42
West Park	1.19	1.49	0.84	1.30	1.16	1.64
Wilton Manors	0.65	1.07	0.30	0.08	0.76	0.47

Sample Calculation

Sample Calculation for Key West

Population Statistic

Maximum Population = 31,505 (Miami Lakes)

Minimum Population = 5,411 (Brentwood)

Islamorada Population = 6,943

Key West Population = 24,684

Sample Average = 13,634

Sample Standard Deviation = 6,887

$$Statistic = \frac{|Islamorada - Key West|}{s}$$

$$Statistic = \frac{|6,943 - 24,684|}{6,887}$$

$$Statistic = 2.58$$

Benchmark Positions

In Table 4 through Table 16 the benchmark positions, highlighted in **green**, used in the external survey are presented. Positions that were analyzed but not included in the external survey are unhighlighted.

Table 4 – Benchmark Positions – Building Services

Job Title	Job Title
Building Services Supervisor	Floodplain / CRS Administrator Sr
Chief Building Official	Permit Clerk
Deputy Building Official	Plans Examiner / Building Inspector
Floodplain / CRS Administrator	Plans Examiner / Building Inspector Sr

Table 5 – Benchmark Positions – Code Compliance

Job Title	Job Title
Code Enforcement Officer	Code Enforcement Officer Sr

Table 6 – Benchmark Positions – Finance

Job Title	Job Title
AP/AR Clerk / Cashier	Staff Accountant
Director of Finance	Staff Accountant Sr
Procurement / Grants Administrator	

Table 7 – Benchmark Positions – Fire Rescue

Job Title	Job Title
Administrative Assistant	Fire Lieutenant
Assistant Fire Chief	Fire Logistics Officer
Division Chief of Training	Fire Prevention & Inspector
Fire Captain	Firefighter EMT
Fire Chief	Paramedic Firefighter

Table 8 – Benchmark Positions – IT & Communications

Job Title	Job Title
Audio Visual & Social Media Specialist	Software Administrator / Training & Customer Support
IT / Communications Manager	System Engineer
Network Engineer	

Table 9 – Benchmark Positions – Parks & Recreation

Job Title	Job Title
Assistant Director of Founders Park	IFP Facility / Ground Maintenance Worker
Crew Chief	IFP Office Coordinator
Director of Founders Park	Lifeguard 1
Facility Attendant	Lifeguard 2
Facility Attendant & Recreation	Parks Program Manager
Facility Security	Recreation Program Leader
Head Lifeguard / Pool Operator	Senior Lifeguard

Table 10 – Benchmark Positions – Planning & Development Services

Job Title	Job Title
Associate Planner	Planning Coordinator
Director of Planning	Principal Planner
Environmental Coordinator II	Review Engineer
Environmental Planner	Senior Environmental Planner
Planner	Senior Planner
Planning & Zoning Technician	Sustainability & Resiliency Coordinator / Planner

Table 11 – Benchmark Positions – Plantation Yacht Harbor Marina

Job Title	Job Title
Assistant Dockmaster	Marina Manager

Table 12 – Benchmark Positions – Public Works

Job Title	Job Title
Anne's Beach Facility Attendant	Litter Removal
Assistant Director of Public Works	Public Works Coordinator
Building Maintenance Worker	Roadway Maintenance Worker
Director of Public Works	

Table 13 – Benchmark Positions – Sheriff's Office

Job Title	Job Title
Administrative Assistant	

Table 14 – Benchmark Positions – Village Clerk's Office

Job Title	Job Title
Deputy Village Clerk	Village Clerk

Table 15 – Benchmark Positions – Village Manager's Office

Job Title	Job Title
Administrative Assistant Sr	Environmental Resources Program Manager
Assistant to the Village Manager / Public Information Officer	Human Resources Director
Benefits & Payroll Administrator	Village Manager

Table 16 – Benchmark Positions – Wastewater Utility

Job Title	Job Title
Wastewater Operations Manager	Wastewater Technician III
Wastewater Technician I	Wastewater Technician IV
Wastewater Technician II	

Baseline Analysis

Current Salary Schedule

Paypoint reviewed the salary schedule for all job titles, presented in Table 17. Midpoints for each salary grade have also been calculated for comparison with external market data.

Table 17 – Current Salary Schedule

Current Grade	Min	Mid	Max
1	\$15.16	\$19.35	\$23.54
2	\$16.22	\$20.70	\$25.18
3	\$17.35	\$21.91	\$26.46
4	\$18.87	\$23.81	\$28.75
5	\$20.24	\$25.54	\$30.83
6	\$22.06	\$28.32	\$34.57
7	\$23.52	\$30.19	\$36.86
8	\$24.73	\$31.74	\$38.75
9	\$26.01	\$33.39	\$40.76
10	\$28.09	\$36.06	\$44.02
11	\$30.34	\$38.94	\$47.54
12	\$33.41	\$43.15	\$52.88
13	\$36.22	\$46.78	\$57.34
14	\$39.67	\$51.23	\$62.78
15	\$43.44	\$56.10	\$68.75
16	\$47.56	\$61.42	\$75.28
17	\$52.08	\$67.26	\$82.43
18	\$57.03	\$73.65	\$90.26
19	\$62.45	\$80.65	\$98.84
20	\$68.38	\$88.06	\$107.74

Spread measures the percentage difference between the maximum and minimum salary for a position. It is also an indication of the lateral progression available to an employee within their job title. A narrow spread often leads to wage compression as the maximum salary is quickly achieved. A narrow spread can also lead to low morale and high turnover as

economic advancement is limited. The salary schedule from Table 17 has an inconsistent spread ranging from 52.3% to 58.3% as is shown in Table 18. It is important that the spread is consistent amongst all employees so that all positions have relatively equal advancement opportunities.

Table 18 – Current Spread and Ladders

Current Grade	Spread	Min Ladder	Mid Ladder	Max Ladder
1	55.3%			
2	55.2%	7.0%	7.0%	7.0%
3	52.5%	7.0%	5.8%	5.1%
4	52.4%	8.8%	8.7%	8.7%
5	52.3%	7.3%	7.2%	7.2%
6	56.7%	9.0%	10.9%	12.1%
7	56.7%	6.6%	6.6%	6.6%
8	56.7%	5.1%	5.1%	5.1%
9	56.7%	5.2%	5.2%	5.2%
10	56.7%	8.0%	8.0%	8.0%
11	56.7%	8.0%	8.0%	8.0%
12	58.3%	10.1%	10.8%	11.2%
13	58.3%	8.4%	8.4%	8.4%
14	58.3%	9.5%	9.5%	9.5%
15	58.3%	9.5%	9.5%	9.5%
16	58.3%	9.5%	9.5%	9.5%
17	58.3%	9.5%	9.5%	9.5%
18	58.3%	9.5%	9.5%	9.5%
19	58.3%	9.5%	9.5%	9.5%
20	57.6%	9.5%	9.2%	9.0%

Ladders define the percentage salary difference between consecutive groups of job titles. Ladders can be used to differentiate employees with different knowledge, skills, and abilities and motivate career advancement. The ladders, that is, the percentage difference between consecutive minimums, consecutive midpoints, and consecutive maximums, is inconsistent ranging from 5.1% to 12.1%. It is recommended that the ladders be consistent between grades.

Salary Distribution by Department

The salary distribution at the Village is shown in Figure 1. The label “Percentage of Employees” on the ordinate y-axis reflects the total number of employees. The two departments with more than 10% of the workforce, Parks & Recreation and Public Works, are highlighted.

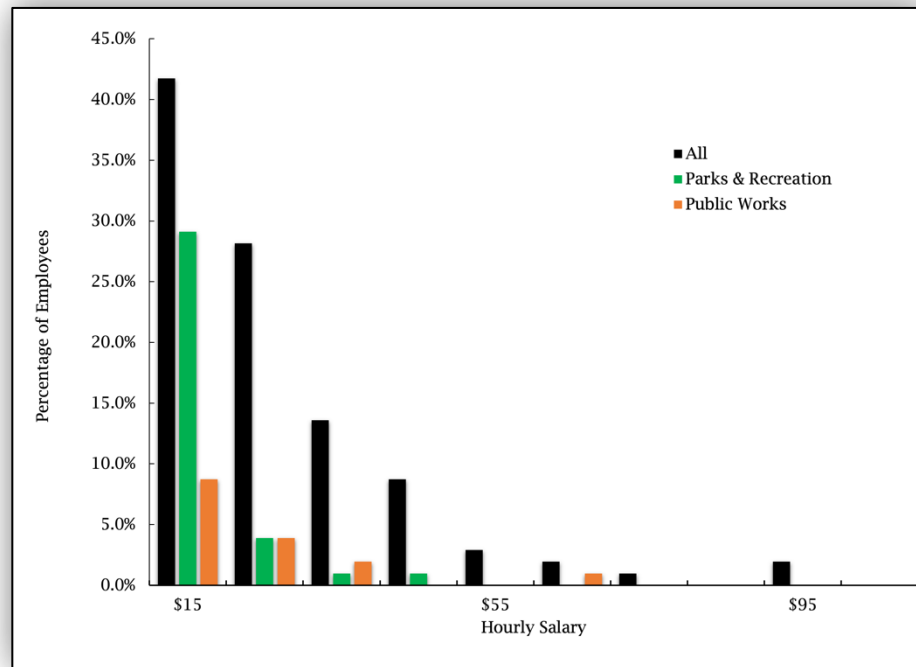


Figure 1 - Salary Distribution

Observations

- In examining the concentration of all employees (black column), a couple of observations can be made more than 26% earn less than \$20 per hour; and 91% of employees are compensated below the Median Household Income of \$93,750 for Islamorada.
- In examining Quantile-Quantile plots of the highlighted departments, compensation is not approximately normally distributed in the two departments (68.8% R^2 for Parks & Recreation and 59.9% R^2 for Public Works). This is not generally desirable as it does not demonstrate clear wage progression in the respective departments without an abundance of entry wage or max wage employees

- The concentration of employees in the upper end, top 20%, of the salary range (2 of 103 employees, 1.9%) in comparison to the lower end is not elevated, meaning that the organization is not top-heavy with respect to compensation.

Salary Distribution Observations by Grade

Table 19 examines salaries of all employees with respect to the maximum and minimum of each job title. In Table 20 the distribution of salaries above or below the midpoint of each job title is presented. Grades with more than 10% of the workforce were further analyzed.

Observations

- There is a high concentration of employees (1 in 5 or 20%) in grade 3 near the maximum of the respective grade. This is true for the organization overall. In general, a high concentration of employees at the extremes can lead to or be the cause of systemic employment issues including low morale, retention, etc., but also can be due to the terms of collective bargaining.
- There is a high concentration of employees (2 in 3 or 67%) in grade 1 below the midpoint of the respective grade which would suggest a skewed distribution of salaries. This is not true for the organization overall.

Table 19 – Employees Near Min/Max

Current Grade	Staff #	# near Min	% near Min	# near Max	% near Max
1	13	0	0.0%	0	0.0%
2	9	0	0.0%	0	0.0%
3	24	0	0.0%	6	25.0%
4	3	0	0.0%	2	66.7%
5	9	0	0.0%	2	22.2%
6	6	0	0.0%	0	0.0%
7	6	0	0.0%	1	16.7%
8	5	0	0.0%	4	80.0%
9	2	0	0.0%	0	0.0%
10	4	0	0.0%	2	50.0%
11	8	0	0.0%	2	25.0%
12	4	0	0.0%	1	25.0%
13	4	0	0.0%	2	50.0%
14	2	0	0.0%	2	100.0%
15	0	0	-	0	-
16	2	0	0.0%	1	50.0%
17	0	0	-	0	-
18	1	0	0.0%	0	0.0%
19	0	0	-	0	-
20	1	0	0.0%	0	0.0%
Total	103	0	0.0%	25	24.3%

Table 20 – Employees Near Midpoint

Current Grade	Staff #	Below Mid	Below Mid %	Above Mid	Above Mid %
1	13	10	76.9%	3	23.1%
2	9	6	66.7%	3	33.3%
3	24	14	58.3%	10	41.7%
4	3	1	33.3%	2	66.7%
5	9	3	33.3%	6	66.7%
6	6	5	83.3%	1	16.7%
7	6	2	33.3%	4	66.7%
8	5	0	0.0%	5	100.0%
9	2	0	0.0%	2	100.0%
10	4	1	25.0%	3	75.0%
11	8	5	62.5%	3	37.5%
12	4	0	0.0%	4	100.0%
13	4	1	25.0%	3	75.0%
14	2	0	0.0%	2	100.0%
15	0	0	-	0	-
16	2	0	0.0%	2	100.0%
17	0	0	-	0	-
18	1	1	100.0%	0	0.0%
19	0	0	-	0	-
20	1	0	0.0%	1	100.0%
Total	103	49	47.6%	54	52.4%

Compression Analysis

Wage compression primarily occurs for one of three reasons: one, new or less tenured employees are compensated at a wage close to or higher than more experienced employees in the same position; two, employees are compensated substantially different for the same degree of knowledge, skills, and ability required, that is, in the same grade; and three, supervisors are compensated less than the employees they supervise. The first two avenues of compression are examined below.

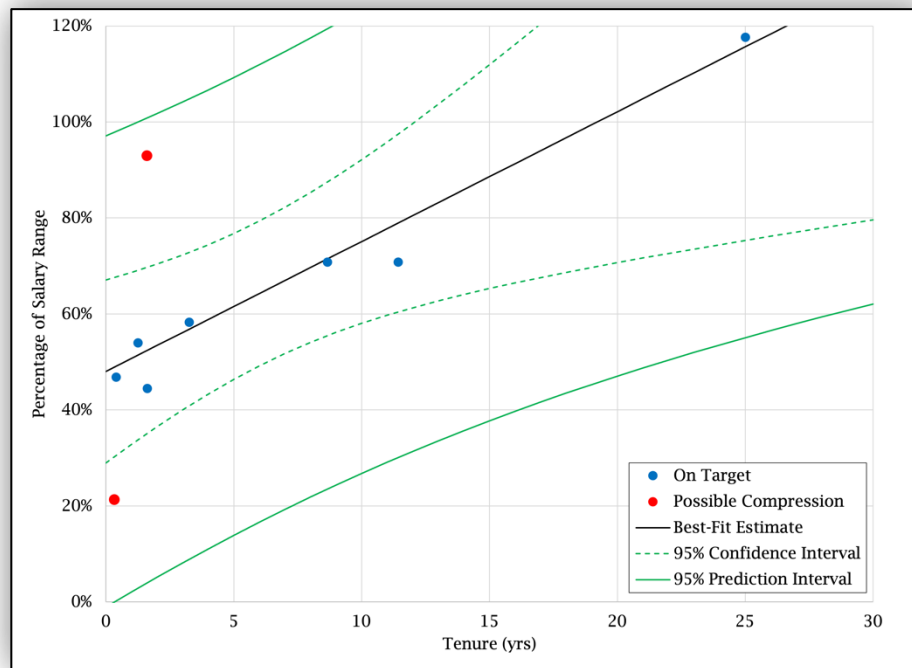


Figure 2 - Compression Plot for Grade 5

A graphical illustration of a compression analysis is presented in Figure 2. The solid black line is a linear regression “Best-Fit Estimate” line indicating the trend in pay for the grade. The prediction intervals, the two solid green lines, represent the 95% prediction interval. In other words, all future salaries should fall between the solid green lines, i.e. a prediction. More importantly, the confidence intervals, the two dashed green lines, bound with 95% confidence the average expected salary at a given level of tenure. In other words, current salaries of employees should fall between the dashed green lines. When salaries fall outside the dashed green lines, compression may exist and should be examined for possible adjustment (dots highlighted in red).

For positions that are compensated above the upper dashed green line, the employee may be receiving higher compensation due to additional knowledge, skills, and abilities. That examination is beyond the scope of this project.

However, in instances where a salary is below the lower dashed green line in Figure 2, then the employee is currently under compensated relative to peers due to compression. It is recommended that salaries for these individuals be adjusted to bring them into better alignment, mitigating compression. In tabular format, the positions in question are as follows.

Table 21 – Compression

Current Grade	Title	Current Pay	Adjusted Pay
3	IFP Facility / Ground Maintenance Worker	\$19.30	\$19.57
3	IFP Facility / Ground Maintenance Worker	\$19.30	\$19.79
3	IFP Facility / Ground Maintenance Worker	\$20.30	\$21.55
3	IFP Facility / Ground Maintenance Worker	\$22.31	\$22.37
3	Lifeguard 2	\$19.50	\$19.63
3	Lifeguard 2	\$18.65	\$19.73
3	Lifeguard 2	\$19.50	\$19.52
3	Roadway Maintenance Worker	\$20.70	\$21.80
3	Roadway Maintenance Worker	\$21.63	\$22.06
3	Roadway Maintenance Worker	\$20.70	\$20.74
5	Wastewater Technician I	\$22.50	\$23.44

Compression plots for other grades where compression has been identified follows:

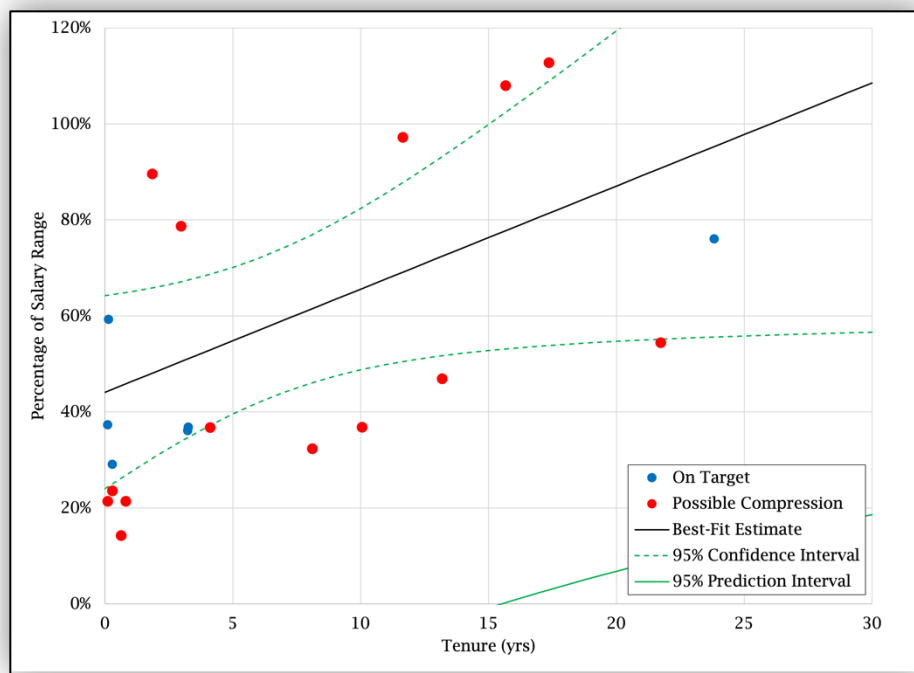


Figure 3 - Compression Plot for Grade 3

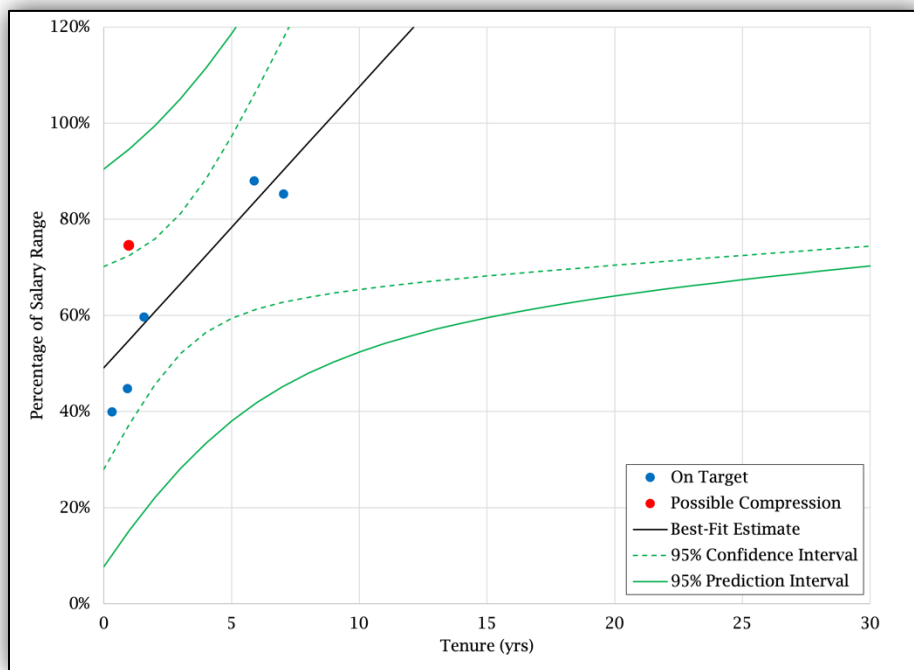


Figure 4 - Compression Plot for Grade 7

Compression within Departments

The third avenue of potential compression within departments between supervisors and the employees they supervise was also examined.

There is one possible instance of this form of compression in Public Works between the Public Works Coordinator and Assistant Director of Public Works positions.

External Market Comparison

A summary of the findings of the external market analysis is presented in Table 22 through Table 26. In Table 27 through Table 39, the external market findings for all position classifications is presented, sorted alphabetically. The minimum, midpoint, and maximum hourly salary for each position classification is presented first. The market average (mean) and the various market quantiles are then presented. Lastly the Compa-Ratio, the ratio of the grade's midpoint divided by the **50th percentile** from the external market, which measures the extent of the deviation of the current salary range in comparison to the market median, is presented.

Table 22 – Full-Time Positions Substantially Below Market (Compa-Ratio % Diff < -10%)

Administrative Assistant	Environmental Resources Program Manager
Assistant Director of Public Works	Facility Attendant & Recreation
Assistant Fire Chief	Facility Security
Audio Visual & Social Media Specialist	Fire Chief
Benefits & Payroll Administrator	Fire Prevention & Inspector
Building Maintenance Worker	Firefighter EMT
Building Services Supervisor	Floodplain / CRS Administrator
Chief Building Official	Floodplain / CRS Administrator Sr
Code Enforcement Officer Sr	Head Lifeguard / Pool Operator
Crew Chief	Human Resources Director
Deputy Building Official	IFP Office Coordinator
Deputy Village Clerk	IT / Communications Manager
Director of Founders Park	Lifeguard 1
Director of Planning	Marina Manager
Director of Public Works	Network Engineer
Division Chief of Training	Permit Clerk
Environmental Coordinator II	Plans Examiner / Building Inspector
Environmental Planner	Plans Examiner / Building Inspector Sr

Principal Planner	Software Administrator / Training & Customer Support
Procurement / Grants Administrator	Staff Accountant Sr
Senior Environmental Planner	Village Clerk
Senior Lifeguard	Village Manager
Senior Planner	Wastewater Technician IV

Table 23 – Full-Time Positions Below Market (-10% < Compa-Ratio % Diff < -5%)

Administrative Assistant Sr	Planner
Anne's Beach Facility Attendant	Planning Coordinator
AP/AR Clerk / Cashier	Recreation Program Leader
Assistant Dockmaster	Review Engineer
Associate Planner	Roadway Maintenance Worker
Code Enforcement Officer	Sustainability & Resiliency Coordinator / Planner
Facility Attendant	System Engineer
IFP Facility / Ground Maintenance Worker	Wastewater Operations Manager
Lifeguard 2	Wastewater Technician I
Litter Removal	Wastewater Technician II
Parks Program Manager	Wastewater Technician III

Table 24 – Full-Time Positions Near Market (-5% < Compa-Ratio % Diff < +5%)

Assistant to the Village Manager / Public Information Officer	Public Works Coordinator
Director of Finance	Staff Accountant
Planning & Zoning Technician	

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

None	
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Table 26 – Full-Time Positions Substantially Above Market (Compa-Ratio % Diff > +10%)

None	
------	--

Sample Calculation of Compa-Ratio: Deputy Village Clerk

Current Grade = 7

Current Midpoint of Grade = \$30.19

50th Percentile of Market = \$34.00

$$\text{Compa} - \text{Ratio} = \frac{\text{Current Midpoint}}{\text{50th Percentile}} - 1$$

$$\text{Compa} - \text{Ratio} = \frac{\$30.19}{\$34.00} - 1$$

$$\text{Compa} - \text{Ratio} = -11.2\%$$

Table 27 – External Market Comparison – Building Services

	Building Services Supervisor	Chief Building Official	Deputy Building Official	Floodplain / CRS Admin	Floodplain / CRS Admin Sr
Current Scale	7	14	12	9	11
Minimum	\$23.52	\$39.67	\$33.41	\$26.01	\$30.34
Midpoint	\$30.19	\$51.23	\$43.15	\$33.39	\$38.94
Maximum	\$36.86	\$62.78	\$52.88	\$40.76	\$47.54
Market Percentiles					
20%	\$28.94	\$50.16	\$40.23	\$30.68	\$35.73
25%	\$30.12	\$51.23	\$42.23	\$31.99	\$37.40
30%	\$31.12	\$52.75	\$43.97	\$33.10	\$38.85
35%	\$32.33	\$55.80	\$45.57	\$34.36	\$40.28
40%	\$33.60	\$56.09	\$47.19	\$35.69	\$41.77
45%	\$34.80	\$56.81	\$48.93	\$36.97	\$43.29
50%	\$35.87	\$59.19	\$50.42	\$38.11	\$44.61
55%	\$37.02	\$60.49	\$52.25	\$39.36	\$46.17
60%	\$38.02	\$63.16	\$53.57	\$40.42	\$47.37
65%	\$39.10	\$65.34	\$54.94	\$41.54	\$48.62
70%	\$40.45	\$66.23	\$56.71	\$42.95	\$50.22
75%	\$41.67	\$70.51	\$58.74	\$44.29	\$51.93
80%	\$43.12	\$73.35	\$60.73	\$45.83	\$53.70
Mean	\$36.20	\$60.67	\$50.81	\$38.45	\$44.98
Compa- Ratio	-15.8%	-13.4%	-14.4%	-12.4%	-12.7%

	Permit Clerk	Plans Exam Bldg Insp	Plans Exam Bldg Insp Sr
Current Scale	3	9	10
Minimum	\$17.35	\$26.01	\$28.09
Midpoint	\$21.91	\$33.39	\$36.06
Maximum	\$26.46	\$40.76	\$44.02
Market Percentiles			
20%	\$22.06	\$33.55	\$34.19
25%	\$22.36	\$35.38	\$35.75
30%	\$23.37	\$35.86	\$37.09
35%	\$24.66	\$37.32	\$38.48
40%	\$26.67	\$38.78	\$39.91
45%	\$27.34	\$40.93	\$41.37
50%	\$27.81	\$41.30	\$42.63
55%	\$28.20	\$43.71	\$44.09
60%	\$29.82	\$44.34	\$45.25
65%	\$30.21	\$44.81	\$46.46
70%	\$32.47	\$45.48	\$48.00
75%	\$33.52	\$46.01	\$49.60
80%	\$34.85	\$48.25	\$51.30
Mean	\$28.30	\$41.58	\$42.99
Compa-Ratio	-21.2%	-19.2%	-15.4%

Table 28 – External Market Comparison – Code Compliance

	Code Enforce Officer	Code Enforce Officer Sr
Current Scale	6	7
Minimum	\$22.06	\$23.52
Midpoint	\$28.32	\$30.19
Maximum	\$34.57	\$36.86
Market Percentiles		
20%	\$24.24	\$27.23
25%	\$24.76	\$28.30
30%	\$26.39	\$29.18
35%	\$28.23	\$30.33
40%	\$28.72	\$31.55
45%	\$29.82	\$32.67
50%	\$30.12	\$33.68
55%	\$31.12	\$34.73
60%	\$32.48	\$35.68
65%	\$34.19	\$36.71
70%	\$34.57	\$37.99
75%	\$36.12	\$39.09
80%	\$36.70	\$40.46
Mean	\$30.84	\$34.00
Compa- Ratio	-6.0%	-10.4%

Table 29 – External Market Comparison – Finance

	AP/AR Clerk Cashier	Director Finance	Procure Grants Admin	Staff Accountant	Staff Accountant Sr
Current Scale	5	18	10	10	11
Minimum	\$20.24	\$57.03	\$28.09	\$28.09	\$30.34
Midpoint	\$25.54	\$73.65	\$36.06	\$36.06	\$38.94
Maximum	\$30.83	\$90.26	\$44.02	\$44.02	\$47.54
Market Percentiles					
20%	\$21.94	\$57.97	\$36.06	\$28.31	\$33.30
25%	\$23.62	\$63.57	\$36.59	\$28.90	\$36.65
30%	\$24.33	\$66.36	\$37.05	\$30.41	\$38.31
35%	\$25.18	\$67.89	\$38.60	\$34.12	\$39.28
40%	\$26.49	\$71.46	\$40.87	\$34.94	\$40.95
45%	\$26.71	\$73.70	\$40.87	\$35.88	\$41.42
50%	\$27.13	\$74.75	\$42.68	\$36.06	\$44.67
55%	\$28.11	\$76.44	\$43.92	\$36.65	\$46.25
60%	\$29.40	\$76.99	\$45.50	\$37.14	\$46.92
65%	\$30.66	\$79.85	\$46.43	\$37.62	\$49.03
70%	\$31.83	\$81.97	\$47.34	\$40.20	\$49.41
75%	\$33.15	\$83.74	\$48.43	\$41.41	\$49.41
80%	\$33.34	\$88.10	\$54.69	\$43.40	\$49.94
Mean	\$27.70	\$74.43	\$43.68	\$35.79	\$43.05
Compa- Ratio	-5.9%	-1.5%	-15.5%	0.0%	-12.8%

Table 30 – External Market Comparison – Fire Rescue

	Admin Assistant	Assistant Fire Chief	Division Chief of Training	Fire Chief	Fire Prevention Inspector
Current Scale	4	13	12	16	8
Minimum	\$18.87	\$36.22	\$33.41	\$47.56	\$24.73
Midpoint	\$23.81	\$46.78	\$43.15	\$61.42	\$31.74
Maximum	\$28.75	\$57.34	\$52.88	\$75.28	\$38.75
Market Percentiles					
20%	\$22.14	\$55.92	\$45.09	\$61.62	\$29.11
25%	\$22.38	\$57.86	\$50.45	\$64.18	\$31.74
30%	\$23.13	\$58.73	\$53.43	\$71.77	\$32.84
35%	\$23.94	\$59.96	\$54.44	\$75.29	\$34.52
40%	\$24.46	\$62.47	\$54.96	\$75.60	\$35.03
45%	\$26.26	\$67.13	\$55.29	\$76.16	\$35.89
50%	\$26.90	\$74.36	\$60.57	\$78.37	\$36.84
55%	\$27.04	\$76.15	\$65.85	\$83.75	\$38.35
60%	\$27.48	\$77.04	\$66.25	\$85.77	\$38.75
65%	\$28.77	\$77.23	\$67.79	\$85.81	\$38.93
70%	\$29.16	\$77.23	\$72.43	\$86.14	\$41.74
75%	\$30.12	\$77.23	\$74.96	\$89.74	\$42.35
80%	\$31.16	\$77.35	\$74.96	\$92.01	\$42.35
Mean	\$26.65	\$67.86	\$59.66	\$78.77	\$36.39
Compa-Ratio	-11.5%	-37.1%	-28.8%	-21.6%	-13.8%

Table 31 – External Market Comparison – IT & Communications

	AV & Social Media Specialist	IT / Comm Manager	Network Engineer	Software Admin Train & CS	Systems Engineer
Current Scale	7	11	13	8	11
Minimum	\$23.52	\$30.34	\$36.22	\$24.73	\$30.34
Midpoint	\$30.19	\$38.94	\$46.78	\$31.74	\$38.94
Maximum	\$36.86	\$47.54	\$57.34	\$38.75	\$47.54
Market Percentiles					
20%	\$27.80	\$37.31	\$41.86	\$28.72	\$33.94
25%	\$28.47	\$39.10	\$43.98	\$30.80	\$35.49
30%	\$30.50	\$40.65	\$45.82	\$32.31	\$36.82
35%	\$33.17	\$42.15	\$47.47	\$33.36	\$38.19
40%	\$35.33	\$43.68	\$49.14	\$34.45	\$39.62
45%	\$36.34	\$45.28	\$50.97	\$35.55	\$41.06
50%	\$36.74	\$46.66	\$52.51	\$35.66	\$42.32
55%	\$38.03	\$48.31	\$54.44	\$35.66	\$43.77
60%	\$40.20	\$49.55	\$55.81	\$35.66	\$44.91
65%	\$40.20	\$50.85	\$57.22	\$35.66	\$46.12
70%	\$40.20	\$52.51	\$59.05	\$35.66	\$47.65
75%	\$42.87	\$54.33	\$61.20	\$36.43	\$49.23
80%	\$44.80	\$56.18	\$63.26	\$38.13	\$50.92
Mean	\$37.07	\$47.03	\$52.91	\$34.18	\$42.68
Compa-Ratio	-17.8%	-16.5%	-10.9%	-11.0%	-8.0%

Table 32 – External Market Comparison – Parks & Recreation

	Asst Dir Founders Park	Crew Chief	Director Founders Park	Facility Attendant	Facility Attendant Recreation
Current Scale		5	13	1	2
Minimum		\$20.24	\$36.22	\$15.16	\$16.22
Midpoint		\$25.54	\$46.78	\$19.35	\$20.70
Maximum		\$30.83	\$57.34	\$23.54	\$25.18
Market Percentiles					
20%	\$41.93	\$25.50	\$43.31	\$17.47	\$19.02
25%	\$44.05	\$26.44	\$45.53	\$17.82	\$19.49
30%	\$45.90	\$27.21	\$47.47	\$18.07	\$19.84
35%	\$47.55	\$28.30	\$49.17	\$18.88	\$20.70
40%	\$49.22	\$29.47	\$50.88	\$19.81	\$21.68
45%	\$51.05	\$30.50	\$52.78	\$20.45	\$22.39
50%	\$52.60	\$31.45	\$54.37	\$21.10	\$23.10
55%	\$54.53	\$32.39	\$56.39	\$21.56	\$23.66
60%	\$55.90	\$33.30	\$57.80	\$22.23	\$24.38
65%	\$57.31	\$34.28	\$59.25	\$23.01	\$25.19
70%	\$59.15	\$35.50	\$61.13	\$23.93	\$26.17
75%	\$61.30	\$36.47	\$63.39	\$24.32	\$26.67
80%	\$63.37	\$37.76	\$65.52	\$25.23	\$27.66
Mean	\$53.00	\$31.76	\$54.78	\$21.37	\$23.38
Compa- Ratio		-18.8%	-14.0%	-8.3%	-10.4%

	Facility Security	Head Lifeguard Pool Op	IFP Facility Gnd Maint Worker	IFP Office Coordinator	Lifeguard 1
Current Scale	3	5	3	6	1
Minimum	\$17.35	\$20.24	\$17.35	\$22.06	\$15.16
Midpoint	\$21.91	\$25.54	\$21.91	\$28.32	\$19.35
Maximum	\$26.46	\$30.83	\$26.46	\$34.57	\$23.54
Market Percentiles					
20%	\$20.01	\$25.48	\$19.97	\$27.00	\$19.23
25%	\$20.55	\$26.42	\$20.51	\$27.55	\$19.39
30%	\$20.96	\$27.19	\$20.92	\$28.17	\$19.55
35%	\$21.86	\$28.28	\$21.82	\$28.34	\$20.02
40%	\$22.86	\$29.45	\$22.82	\$28.93	\$21.07
45%	\$23.63	\$30.48	\$23.58	\$30.20	\$22.76
50%	\$24.37	\$31.42	\$24.32	\$32.22	\$23.63
55%	\$24.99	\$32.36	\$24.94	\$32.22	\$23.81
60%	\$25.73	\$33.27	\$25.69	\$32.92	\$24.18
65%	\$26.58	\$34.25	\$26.53	\$34.44	\$24.94
70%	\$27.59	\$35.47	\$27.54	\$34.70	\$25.95
75%	\$28.16	\$36.44	\$28.11	\$35.85	\$27.13
80%	\$29.20	\$37.73	\$29.14	\$35.88	\$28.50
Mean	\$24.66	\$31.73	\$24.61	\$31.43	\$23.50
Compa-Ratio	-10.1%	-18.7%	-9.9%	-12.1%	-18.1%

	Lifeguard 2	Parks Program Manager	Recreation Program Manager	Senior Lifeguard
Current Scale	3	9	5	4
Minimum	\$17.35	\$26.01	\$20.24	\$18.87
Midpoint	\$21.91	\$33.39	\$25.54	\$23.81
Maximum	\$26.46	\$40.76	\$30.83	\$28.75
Market Percentiles				
20%	\$19.37	\$30.41	\$22.55	\$22.18
25%	\$19.86	\$32.48	\$24.12	\$22.88
30%	\$20.23	\$33.22	\$25.33	\$23.44
35%	\$21.11	\$33.99	\$25.63	\$24.41
40%	\$22.09	\$34.61	\$26.31	\$25.48
45%	\$22.83	\$35.44	\$26.61	\$26.35
50%	\$23.55	\$35.87	\$27.00	\$27.17
55%	\$24.12	\$39.24	\$28.16	\$27.92
60%	\$24.85	\$40.49	\$30.66	\$28.73
65%	\$25.68	\$42.49	\$31.12	\$29.63
70%	\$26.67	\$43.30	\$32.03	\$30.72
75%	\$27.20	\$43.43	\$33.13	\$31.45
80%	\$28.20	\$44.00	\$33.51	\$32.59
Mean	\$23.83	\$38.09	\$28.56	\$27.47
Compa- Ratio	-7.0%	-6.9%	-5.4%	-12.4%

Table 33 – External Market Comparison – Planning & Development Services

	Associate Planner	Director Planning	Enviro Coordinator II	Enviro Planner	Planner
Current Scale	10	16	10	10	10
Minimum	\$28.09	\$47.56	\$28.09	\$28.09	\$28.09
Midpoint	\$36.06	\$61.42	\$36.06	\$36.06	\$36.06
Maximum	\$44.02	\$75.28	\$44.02	\$44.02	\$44.02
Market Percentiles					
20%	\$31.01	\$55.07	\$32.80	\$34.43	\$32.08
25%	\$32.34	\$60.77	\$34.26	\$36.02	\$33.49
30%	\$33.47	\$62.74	\$35.51	\$37.38	\$34.70
35%	\$34.75	\$64.52	\$36.85	\$38.77	\$36.01
40%	\$36.09	\$66.85	\$38.24	\$40.21	\$37.38
45%	\$37.39	\$68.71	\$39.63	\$41.68	\$38.73
50%	\$38.53	\$72.81	\$40.84	\$42.95	\$39.92
55%	\$39.81	\$73.82	\$42.22	\$44.43	\$41.26
60%	\$40.87	\$75.32	\$43.33	\$45.59	\$42.35
65%	\$42.00	\$76.79	\$44.51	\$46.81	\$43.51
70%	\$43.42	\$77.32	\$46.00	\$48.36	\$44.97
75%	\$44.79	\$82.94	\$47.50	\$49.98	\$46.41
80%	\$46.34	\$84.39	\$49.14	\$51.69	\$48.02
Mean	\$38.88	\$71.53	\$41.19	\$43.31	\$40.27
Compa- Ratio	-6.4%	-15.6%	-11.7%	-16.1%	-9.7%

	Planning & Zoning Technician	Planning Coordinator	Principal Planner	Review Engineer	Senior Enviro Planner
Current Scale	9	7	12	13	11
Minimum	\$26.01	\$23.52	\$33.41	\$36.22	\$30.34
Midpoint	\$33.39	\$30.19	\$43.15	\$46.78	\$38.94
Maximum	\$40.76	\$36.86	\$52.88	\$57.34	\$47.54
Market Percentiles					
20%	\$24.79	\$26.78	\$39.02	\$40.43	\$37.18
25%	\$25.89	\$27.81	\$39.33	\$42.44	\$38.96
30%	\$26.23	\$28.67	\$40.15	\$44.20	\$40.50
35%	\$28.12	\$29.80	\$42.07	\$45.80	\$41.99
40%	\$30.44	\$31.01	\$42.82	\$47.42	\$43.52
45%	\$31.19	\$32.10	\$45.13	\$49.18	\$45.12
50%	\$32.13	\$33.09	\$49.75	\$50.67	\$46.49
55%	\$32.95	\$34.12	\$50.33	\$52.51	\$48.14
60%	\$33.05	\$35.06	\$50.58	\$53.84	\$49.37
65%	\$33.62	\$36.08	\$50.60	\$55.21	\$50.66
70%	\$37.67	\$37.34	\$50.74	\$56.99	\$52.32
75%	\$38.43	\$38.41	\$51.83	\$59.04	\$54.13
80%	\$39.45	\$39.76	\$54.28	\$61.04	\$55.98
Mean	\$32.58	\$33.42	\$47.32	\$51.06	\$46.87
Compa- Ratio	3.9%	-8.8%	-13.3%	-7.7%	-16.2%

	Senior Planner	Sustain & Resiliency Coordinator
Current Scale	11	11
Minimum	\$30.34	\$30.34
Midpoint	\$38.94	\$38.94
Maximum	\$47.54	\$47.54
Market Percentiles		
20%	\$37.80	\$34.40
25%	\$38.73	\$35.98
30%	\$38.95	\$37.33
35%	\$38.99	\$38.73
40%	\$40.30	\$40.17
45%	\$42.45	\$41.63
50%	\$45.45	\$42.90
55%	\$46.91	\$44.38
60%	\$48.16	\$45.54
65%	\$49.13	\$46.76
70%	\$49.34	\$48.31
75%	\$50.70	\$49.92
80%	\$52.79	\$51.63
Mean	\$45.33	\$43.26
Compa- Ratio	-14.3%	-9.2%

Table 34 – External Market Comparison – Plantation Yacht Harbor Marina

	Assistant Dockmaster	Marina Manager
Current Scale	3	8
Minimum	\$17.35	\$24.73
Midpoint	\$21.91	\$31.74
Maximum	\$26.46	\$38.75
Market Percentiles		
20%	\$19.96	\$32.45
25%	\$21.30	\$33.29
30%	\$22.25	\$34.70
35%	\$22.87	\$36.57
40%	\$23.11	\$37.75
45%	\$23.21	\$38.67
50%	\$24.27	\$40.27
55%	\$25.37	\$41.89
60%	\$26.00	\$42.99
65%	\$26.48	\$44.45
70%	\$26.55	\$46.88
75%	\$27.03	\$49.01
80%	\$28.01	\$50.79
Mean	\$24.21	\$41.38
Compa-Ratio	-9.7%	-21.2%

Table 35 – External Market Comparison – Public Works

	Anne's Beach Fac Attendant	Asst Dir Public Works	Building Maint Worker	Director Public Works	Litter Removal
Current Scale	1	11	3	14	2
Minimum	\$15.16	\$30.34	\$17.35	\$39.67	\$16.22
Midpoint	\$19.35	\$38.94	\$21.91	\$51.23	\$20.70
Maximum	\$23.54	\$47.54	\$26.46	\$62.78	\$25.18
Market Percentiles					
20%	\$17.42	\$43.00	\$20.09	\$56.75	\$19.95
25%	\$17.77	\$43.74	\$20.54	\$59.50	\$20.10
30%	\$18.02	\$45.95	\$21.60	\$62.38	\$20.32
35%	\$18.83	\$48.01	\$22.12	\$63.66	\$20.62
40%	\$19.75	\$49.84	\$23.58	\$65.68	\$21.26
45%	\$20.39	\$53.56	\$24.64	\$69.80	\$22.04
50%	\$21.04	\$55.28	\$25.20	\$71.19	\$22.37
55%	\$21.50	\$56.02	\$25.65	\$74.04	\$22.72
60%	\$22.17	\$57.50	\$26.40	\$76.27	\$23.61
65%	\$22.95	\$60.63	\$27.24	\$77.28	\$24.40
70%	\$23.86	\$65.42	\$27.94	\$81.22	\$24.91
75%	\$24.25	\$67.25	\$28.76	\$84.96	\$25.23
80%	\$25.16	\$68.47	\$30.20	\$86.47	\$25.33
Mean	\$21.31	\$55.78	\$25.36	\$71.71	\$22.43
Compa- Ratio	-8.0%	-29.6%	-13.1%	-28.0%	-7.5%

	Public Works Coordinator	Roadway Maint Worker
Current Scale	8	3
Minimum	\$24.73	\$17.35
Midpoint	\$31.74	\$21.91
Maximum	\$38.75	\$26.46
Market Percentiles		
20%	\$25.57	\$18.21
25%	\$26.99	\$18.52
30%	\$28.08	\$19.69
35%	\$28.89	\$20.61
40%	\$29.53	\$22.19
45%	\$30.10	\$23.37
50%	\$30.94	\$23.71
55%	\$31.92	\$24.49
60%	\$33.84	\$24.92
65%	\$35.34	\$25.80
70%	\$35.66	\$27.30
75%	\$35.87	\$28.64
80%	\$35.92	\$29.11
Mean	\$31.74	\$23.76
Compa- Ratio	2.6%	-7.6%

Table 36 – External Market Comparison – Sheriff's Office

	Admin Assistant
Current Scale	4
Minimum	\$18.87
Midpoint	\$23.81
Maximum	\$28.75
Market Percentiles	
20%	\$22.14
25%	\$22.38
30%	\$23.13
35%	\$23.94
40%	\$24.46
45%	\$26.26
50%	\$26.90
55%	\$27.04
60%	\$27.48
65%	\$28.77
70%	\$29.16
75%	\$30.12
80%	\$31.16
Mean	\$26.65
Compa-Ratio	-11.5%

Table 37 – External Market Comparison – Village Clerk’s Office

	Deputy Village Clerk	Village Clerk
Current Scale	7	12
Minimum	\$23.52	\$33.41
Midpoint	\$30.19	\$43.15
Maximum	\$36.86	\$52.88
Market Percentiles		
20%	\$28.05	\$47.05
25%	\$28.94	\$48.60
30%	\$29.48	\$48.62
35%	\$30.06	\$51.44
40%	\$32.44	\$55.27
45%	\$32.50	\$57.88
50%	\$34.00	\$58.89
55%	\$35.37	\$59.42
60%	\$35.72	\$61.96
65%	\$36.63	\$66.28
70%	\$37.58	\$70.57
75%	\$38.62	\$72.49
80%	\$41.50	\$73.79
Mean	\$34.35	\$59.86
Compa- Ratio	-11.2%	-26.7%

Table 38 – External Market Comparison – Village Manager’s Office

	Admin Assistant Sr	Asst to Village Mgr PIO	Benefits & Payroll Admin	Enviro Res Program Manager	Human Resources Assistant
Current Scale	5	11	12	10	6
Minimum	\$20.24	\$30.34	\$33.41	\$28.09	\$22.06
Midpoint	\$25.54	\$38.94	\$43.15	\$36.06	\$28.32
Maximum	\$30.83	\$47.54	\$52.88	\$44.02	\$34.57
Market Percentiles					
20%	\$22.85	\$30.48	\$54.63	\$34.51	\$27.33
25%	\$23.60	\$30.48	\$56.07	\$36.09	\$28.40
30%	\$24.20	\$30.50	\$56.60	\$37.46	\$29.29
35%	\$25.19	\$32.27	\$57.40	\$38.86	\$30.44
40%	\$26.28	\$33.54	\$57.69	\$40.30	\$31.67
45%	\$27.18	\$34.85	\$60.90	\$41.77	\$32.79
50%	\$28.03	\$38.53	\$62.62	\$43.04	\$33.80
55%	\$28.82	\$38.90	\$70.11	\$44.53	\$34.86
60%	\$29.65	\$39.35	\$72.84	\$45.69	\$35.81
65%	\$30.57	\$41.01	\$73.27	\$46.91	\$36.85
70%	\$31.68	\$42.55	\$75.31	\$48.47	\$38.13
75%	\$32.46	\$44.65	\$78.35	\$50.09	\$39.24
80%	\$33.63	\$47.34	\$84.88	\$51.80	\$40.61
Mean	\$28.33	\$38.21	\$67.31	\$43.41	\$34.12
Compa-Ratio	-8.9%	1.1%	-31.1%	-16.2%	-16.2%

	Village Manager
Current Scale	20
Minimum	\$68.38
Midpoint	\$88.06
Maximum	\$107.74
Market Percentiles	
20%	\$88.24
25%	\$89.13
30%	\$89.13
35%	\$98.51
40%	\$98.51
45%	\$101.43
50%	\$101.43
55%	\$103.13
60%	\$103.17
65%	\$103.36
70%	\$104.12
75%	\$105.26
80%	\$106.68
Mean	\$96.51
Compa-Ratio	-13.2%

Table 39 – External Market Comparison – Wastewater Utility

	Wastewater Operations Manager	Wastewater Technician I	Wastewater Technician II	Wastewater Technician III	Wastewater Technician IV
Current Scale	11	5	6	7	8
Minimum	\$30.34	\$20.24	\$22.06	\$23.52	\$24.73
Midpoint	\$38.94	\$25.54	\$28.32	\$30.19	\$31.74
Maximum	\$47.54	\$30.83	\$34.57	\$36.86	\$38.75
Market Percentiles					
20%	\$34.86	\$22.52	\$24.80	\$26.66	\$28.61
25%	\$36.86	\$23.24	\$25.68	\$27.68	\$29.77
30%	\$37.64	\$23.82	\$26.41	\$28.53	\$30.75
35%	\$38.87	\$24.80	\$27.47	\$29.65	\$31.94
40%	\$40.72	\$25.88	\$28.62	\$30.86	\$33.21
45%	\$41.91	\$26.77	\$29.62	\$31.95	\$34.39
50%	\$42.43	\$27.60	\$30.54	\$32.93	\$35.45
55%	\$42.99	\$28.37	\$31.44	\$33.95	\$36.58
60%	\$44.19	\$29.19	\$32.32	\$34.89	\$37.57
65%	\$45.88	\$30.10	\$33.29	\$35.90	\$38.64
70%	\$46.98	\$31.20	\$34.48	\$37.16	\$39.97
75%	\$47.43	\$31.96	\$35.40	\$38.22	\$41.17
80%	\$48.66	\$33.11	\$36.66	\$39.57	\$42.61
Mean	\$42.43	\$27.90	\$30.85	\$33.26	\$35.78
Compa- Ratio	-8.2%	-7.5%	-7.3%	-8.3%	-10.5%

Proposed Salary Schedules

A regression analysis of the CFS Score and the salary survey results indicate that market median salary for all positions is predicted very well by the CFS Score. The coefficient of determination is 95%, in other words, the knowledge, skills, and abilities identified in the employee/manager Position Vantage Point job description survey correlate very well with the external markets' valuation of the job positions at Islamorada. As a result, the following salary scales is recommended, presented in Table 40.

The spread between the minimum and maximum salary for all employees was set to 60%, consistent with the average market spread of 56.8%. The Ladders, i.e., the distance between grades, was set to be 7.5%. Larger Ladders were included to increase the incentive for employees to seek positions of greater responsibility and to make it financially beneficial.

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

Table 40 – Proposed Salary Schedule

Grade	Min	Mid	Max	Annual Min	Annual Mid	Annual Max
1	\$15.00	\$19.50	\$24.00	\$31,200	\$40,560	\$49,920
2	\$16.13	\$20.96	\$25.80	\$33,540	\$43,602	\$53,664
3	\$17.33	\$22.53	\$27.74	\$36,056	\$46,872	\$57,689
4	\$18.63	\$24.22	\$29.82	\$38,760	\$50,388	\$62,015
5	\$20.03	\$26.04	\$32.05	\$41,667	\$54,167	\$66,667
6	\$21.53	\$27.99	\$34.46	\$44,792	\$58,229	\$71,667
7	\$23.15	\$30.09	\$37.04	\$48,151	\$62,596	\$77,042
8	\$24.89	\$32.35	\$39.82	\$51,762	\$67,291	\$82,820
9	\$26.75	\$34.78	\$42.80	\$55,645	\$72,338	\$89,031
10	\$28.76	\$37.39	\$46.01	\$59,818	\$77,763	\$95,709
11	\$30.92	\$40.19	\$49.46	\$64,304	\$83,595	\$102,887
12	\$33.23	\$43.20	\$53.17	\$69,127	\$89,865	\$110,603
13	\$35.73	\$46.44	\$57.16	\$74,312	\$96,605	\$118,898
14	\$38.41	\$49.93	\$61.45	\$79,885	\$103,850	\$127,816
15	\$41.29	\$53.67	\$66.06	\$85,876	\$111,639	\$137,402
16	\$44.38	\$57.70	\$71.01	\$92,317	\$120,012	\$147,707
17	\$47.71	\$62.03	\$76.34	\$99,241	\$129,013	\$158,785
18	\$51.29	\$66.68	\$82.06	\$106,684	\$138,689	\$170,694
19	\$55.14	\$71.68	\$88.22	\$114,685	\$149,091	\$183,496
20	\$59.27	\$77.05	\$94.84	\$123,286	\$160,272	\$197,258
21	\$63.72	\$82.83	\$101.95	\$132,533	\$172,293	\$212,053
22	\$68.50	\$89.05	\$109.59	\$142,473	\$185,215	\$227,957
23	\$73.63	\$95.72	\$117.81	\$153,158	\$199,106	\$245,053
24	\$79.16	\$102.90	\$126.65	\$164,645	\$214,039	\$263,432

Proposed Internal Equity – 50th Percentile

In Table 41 through Table 54, the resulting proposed internal equity, assuming the strategic objective of the 50th percentile of the market, for the Village is presented. Positions governed by a collective bargaining agreement have been included for comparative purposes only, compensation adjustments are subject to collective bargaining.

Table 41 – Proposed Internal Equity – 50th Percentile

Grade	Title
24	Village Manager
23	
22	
21	
20	Director of Finance Fire Chief
19	Director of Planning Director of Public Works
18	Assistant Fire Chief Chief Building Official
17	Director of Founders Park Human Resources Director
16	Assistant Director of Public Works Environmental Resources Program Manager IT / Communications Manager Village Clerk Wastewater Operations Manager
15	Assistant Director of Founders Park Division Chief of Training Marina Manager Network Engineer System Engineer
14	Deputy Building Official Fire Captain Principal Planner Review Engineer
13	Fire Logistics Officer Senior Environmental Planner Senior Planner Staff Accountant Sr

Grade	Title
12	Building Services Supervisor Environmental Planner Fire Lieutenant Floodplain / CRS Administrator Sr Plans Examiner / Building Inspector Sr Procurement / Grants Administrator Sustainability & Resiliency Coordinator / Planner
11	Assistant to the Village Manager / Public Information Officer Benefits & Payroll Administrator Deputy Village Clerk Environmental Coordinator II Planner
10	Associate Planner Floodplain / CRS Administrator Parks Program Manager Plans Examiner / Building Inspector
9	Audio Visual & Social Media Specialist Code Enforcement Officer Sr Fire Prevention & Inspector IFP Office Coordinator Planning & Zoning Technician Recreation Program Leader Software Administrator / Training & Customer Support Wastewater Technician IV
8	Code Enforcement Officer Crew Chief Head Lifeguard / Pool Operator Paramedic Firefighter Permit Clerk Planning Coordinator Public Works Coordinator Wastewater Technician III
7	AP/AR Clerk / Cashier Firefighter EMT Wastewater Technician II
6	Administrative Assistant Sr Assistant Dockmaster Senior Lifeguard Wastewater Technician I

Grade	Title
5	Administrative Assistant Building Maintenance Worker
4	Facility Security IFP Facility / Ground Maintenance Worker Lifeguard 2 Roadway Maintenance Worker
3	Facility Attendant & Recreation Litter Removal
2	Anne's Beach Facility Attendant Facility Attendant Lifeguard 1
1	

Table 42 – Proposed Internal Equity – Building Services

Grade	Title
18	Chief Building Official
14	Deputy Building Official
12	Building Services Supervisor Floodplain / CRS Administrator Sr Plans Examiner / Building Inspector Sr
10	Floodplain / CRS Administrator Plans Examiner / Building Inspector
8	Permit Clerk

Table 43 – Proposed Internal Equity – Code Compliance

Grade	Title
9	Code Enforcement Officer Sr
8	Code Enforcement Officer

Table 44 – Proposed Internal Equity – Finance

Grade	Title
20	Director of Finance
13	Staff Accountant Sr
12	Procurement / Grants Administrator
10	Staff Accountant
7	AP/AR Clerk / Cashier

Table 45 – Proposed Internal Equity – Fire Rescue

Grade	Title
20	Fire Chief
18	Assistant Fire Chief
15	Division Chief of Training
14	Fire Captain
13	Fire Logistics Officer
12	Fire Lieutenant
9	Fire Prevention & Inspector
8	Paramedic Firefighter
7	Firefighter EMT
5	Administrative Assistant

Table 46 – Proposed Internal Equity – IT & Communications

Grade	Title
16	IT / Communications Manager
15	Network Engineer System Engineer
9	Audio Visual & Social Media Specialist Software Administrator / Training & Customer Support

Table 47 – Proposed Internal Equity – Parks & Recreation

Grade	Title
17	Director of Founders Park
15	Assistant Director of Founders Park
10	Parks Program Manager
9	IFP Office Coordinator Recreation Program Leader
8	Crew Chief Head Lifeguard / Pool Operator
6	Senior Lifeguard
4	Facility Security IFP Facility / Ground Maintenance Worker Lifeguard 2
3	Facility Attendant & Recreation
2	Facility Attendant Lifeguard 1

Table 48 – Proposed Internal Equity – Planning & Development Services

Grade	Title
19	Director of Planning
14	Principal Planner Review Engineer
13	Senior Environmental Planner Senior Planner
12	Environmental Planner Sustainability & Resiliency Coordinator / Planner
11	Environmental Coordinator II Planner
10	Associate Planner
9	Planning & Zoning Technician
8	Planning Coordinator

Table 49 – Proposed Internal Equity – Plantation Yacht Harbor Marina

Grade	Title
15	Marina Manager
6	Assistant Dockmaster

Table 50 – Proposed Internal Equity – Public Works

Grade	Title
19	Director of Public Works
16	Assistant Director of Public Works
8	Public Works Coordinator
5	Building Maintenance Worker
4	Roadway Maintenance Worker
3	Litter Removal
2	Anne's Beach Facility Attendant

Table 51 – Proposed Internal Equity – Sheriff's Office

Grade	Title
5	Administrative Assistant

Table 52 – Proposed Internal Equity – Village Clerk's Office

Grade	Title
16	Village Clerk
11	Deputy Village Clerk

Table 53 – Proposed Internal Equity – Village Manager’s Office

Grade	Title
24	Village Manager
17	Human Resources Director
16	Environmental Resources Program Manager
11	Assistant to the Village Manager / Public Information Officer Benefits & Payroll Administrator
6	Administrative Assistant Sr

Table 54 – Proposed Internal Equity – Wastewater Utility

Grade	Title
16	Wastewater Operations Manager
9	Wastewater Technician IV
8	Wastewater Technician III
7	Wastewater Technician II
6	Wastewater Technician I

Sample Calculation

Job Title: Administrative Assistant

Current Grade: 4

Current Grade Min = \$18.87

Current Grade Mid = \$23.81

Current Grade Max = \$28.75

50th Percentile of Market = \$26.90

Comparative Ratio (C-R)

$C-R = (\text{Current Grade Mid} / 50^{\text{th}} \text{ Percentile of Market}) - 1$

$C-R = (\$23.81 / \$26.90) - 1 = -11.5\%$

Therefore, the job title is Below Market.

Recommended Salary

Current Hourly Rate of Individual: \$20.00

$\text{Estimate} = \text{Current Salary} \times (50^{\text{th}} \text{ Percentile} / \text{Current Grade Mid})$

$\text{Estimate} = \$20.00 \times (\$26.90 / \$23.81)$

$\text{Estimate} = \$22.60$

Internal Equity places an Administrative Assistant at new grade 5.

Fair Labor Standards Act (FLSA) Review

Job Descriptions and PVP Job Analysis Questionnaires were used to examine each job title with respect to the Fair Labor Standards Act. While certain positions may pass the salary basis for exemption, they may not pass the “duties” test. Possible designations are listed in Table 55 for the Village’s review and consideration, from which a final determination may be made by the Village.

Table 55 – Fair Labor Standards Act Review

Job Title	Reason
Building	
Building Services Coordinator	<u>Non-Exempt</u> : Position’s primary duty does not include the exercise of discretion and independent judgment with respect to matters of significance – Administrative Exemption.
Chief Building Official	<u>Exempt</u> : Position’s primary duty does include the exercise of discretion and independent judgment with respect to matters of significance – Administrative Exemption.
Deputy Building Official	<u>Non-Exempt</u> : Position’s primary duty does not include the exercise of discretion and independent judgment with respect to matters of significance – Administrative Exemption.
Floodplain / CRS Administrator	<u>Non-Exempt</u> : Position’s primary duty does not include the exercise of discretion and independent judgment with respect to matters of significance – Administrative Exemption.
Floodplain / CRS Administrator Sr	<u>Non-Exempt</u> : Position’s primary duty does not include the exercise of discretion and independent judgment with respect to matters of significance – Administrative Exemption.
Permit Clerk	<u>Non-Exempt</u> : Position’s primary duty does not include the exercise of discretion and independent judgment with respect to matters of significance – Administrative Exemption.
Plans Examiner / Building Inspector	<u>Non-Exempt</u> : Position’s primary duty does not include the exercise of discretion and independent judgment with respect to matters of significance – Administrative Exemption.
Plans Examiner / Building Inspector Sr	<u>Non-Exempt</u> : Position’s primary duty does not include the exercise of discretion and independent judgment with respect to matters of significance – Administrative Exemption.

Job Title	Reason
Code	
Code Enforcement Officer	<u>Non-Exempt</u> : Position's primary duty does not include the exercise of discretion and independent judgment with respect to matters of significance - Administrative Exemption.
Code Enforcement Officer Sr	<u>Non-Exempt</u> : Position's primary duty does not include the exercise of discretion and independent judgment with respect to matters of significance - Administrative Exemption.
Finance	
AP/AR Clerk / Cashier	<u>Non-Exempt</u> : Position's primary duty does not include the exercise of discretion and independent judgment with respect to matters of significance - Administrative Exemption.
Director of Finance	<u>Exempt</u> : Position's primary duty managing the enterprise or managing a customarily recognized department or subdivision of the enterprise. Has the authority to hire or fire other employees, or the employee's suggestions and recommendations as to the hiring, firing, advancement, promotion or any other change of status of other employees is given particular weight - Executive Exemption.
Procurement / Grants Administrator	<u>Non-Exempt</u> : Position's primary duty does not include the exercise of discretion and independent judgment with respect to matters of significance - Administrative Exemption.
Staff Accountant	<u>Non-Exempt</u> : Position's primary duty does not include the exercise of discretion and independent judgment with respect to matters of significance - Administrative Exemption.
Staff Accountant Sr	<u>Non-Exempt</u> : Position's primary duty does not include the exercise of discretion and independent judgment with respect to matters of significance - Administrative Exemption.

Job Title	Reason
Fire	
Administrative Assistant	<u>Non-Exempt</u> : Position's primary duty does not include the exercise of discretion and independent judgment with respect to matters of significance – Administrative Exemption.
Assistant Fire Chief	<u>Non-Exempt</u> : The exemptions do not apply to police officers, detectives, deputy sheriffs, state troopers, highway patrol officers, investigators, inspectors, correctional officers, parole or probation officers, park rangers, fire fighters, paramedics, emergency medical technicians, ambulance personnel, rescue workers, hazardous materials workers and similar employees, regardless of rank or pay level, who perform work such as preventing, controlling or extinguishing fires of any type; rescuing fire, crime or accident victims; preventing or detecting crimes; conducting investigations or inspections for violations of law; performing surveillance; pursuing, restraining and apprehending suspects; detaining or supervising suspected and convicted criminals, including those on probation or parole; interviewing witnesses; interrogating and fingerprinting suspects; preparing investigative reports; or other similar work – Emergency Services. Position drives and/or operates fire rescue apparatus.
Division Chief of Training	<u>Non-Exempt</u> : The exemptions do not apply to police officers, detectives, deputy sheriffs, state troopers, highway patrol officers, investigators, inspectors, correctional officers, parole or probation officers, park rangers, fire fighters, paramedics, emergency medical technicians, ambulance personnel, rescue workers, hazardous materials workers and similar employees, regardless of rank or pay level, who perform work such as preventing, controlling or extinguishing fires of any type ; rescuing fire, crime or accident victims; preventing or detecting crimes; conducting investigations or inspections for violations of law; performing surveillance; pursuing, restraining and apprehending suspects; detaining or supervising suspected and convicted criminals, including those on probation or parole; interviewing witnesses; interrogating and fingerprinting suspects; preparing investigative reports; or other similar work – Emergency Services. [Not Professional Exemption.]

Job Title	Reason
Fire (cont.)	
Fire Chief	<u>Exempt</u> : Position's primary duty managing the enterprise or managing a customarily recognized department or subdivision of the enterprise. Has the authority to hire or fire other employees, or the employee's suggestions and recommendations as to the hiring, firing, advancement, promotion or any other change of status of other employees is given particular weight - Executive Exemption.
Fire Prevention & Inspector	<u>Non-Exempt</u> : The exemptions do not apply to police officers, detectives, deputy sheriffs, state troopers, highway patrol officers, investigators, inspectors, correctional officers, parole or probation officers, park rangers, fire fighters, paramedics, emergency medical technicians, ambulance personnel, rescue workers, hazardous materials workers and similar employees, regardless of rank or pay level, who perform work such as preventing, controlling or extinguishing fires of any type; rescuing fire, crime or accident victims; preventing or detecting crimes; conducting investigations or inspections for violations of law; performing surveillance; pursuing, restraining and apprehending suspects; detaining or supervising suspected and convicted criminals, including those on probation or parole; interviewing witnesses; interrogating and fingerprinting suspects; preparing investigative reports; or other similar work - Emergency Services. [Not Professional Exemption.]
IT & Communications	
Audio Visual & Social Media Specialist	<u>Non-Exempt</u> : Position's primary duty does not include the exercise of discretion and independent judgment with respect to matters of significance - Administrative Exemption.
IT / Communications Manager	<u>Exempt</u> : Must be employed as a computer systems analyst, computer programmer, software engineer or other similarly skilled worker in the computer field primarily performing the following duties. 1. The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications; 2. The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications; 3. The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or 4. A combination of the aforementioned duties, the performance of which requires the same level of skills - Computer Employee Exemption

Job Title	Reason
IT & Communications (cont.)	
Network Engineer	<u>Exempt</u> : Must be employed as a computer systems analyst, computer programmer, software engineer or other similarly skilled worker in the computer field primarily performing the following duties. 1. The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications; 2. The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications; 3. The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or 4. A combination of the aforementioned duties, the performance of which requires the same level of skills – Computer Employee Exemption
Software Administrator / Training & Customer Support	<u>Non-Exempt</u> : Position's primary duty does not include the exercise of discretion and independent judgment with respect to matters of significance – Administrative Exemption.
System Engineer	<u>Exempt</u> : Must be employed as a computer systems analyst, computer programmer, software engineer or other similarly skilled worker in the computer field primarily performing the following duties. 1. The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications; 2. The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications; 3. The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or 4. A combination of the aforementioned duties, the performance of which requires the same level of skills – Computer Employee Exemption
Parks & Recreation	
Assistant Director of Founders Park	<u>Exempt</u> : Position's primary duty include the exercise of discretion and independent judgment with respect to matters of significance – Administrative Exemption. [Management of operations]
Crew Chief	<u>Non-Exempt</u> : Fair Labor Standard Act Section 13(a)(1) does not apply to manual laborers or other “blue-collar” workers who perform work involving repetitive operations with their hands, physical skill and energy.

Job Title	Reason
Parks & Recreation (cont.)	
Director of Founders Park	<u>Exempt</u> : Position's primary duty managing the enterprise or managing a customarily recognized department or subdivision of the enterprise. Has the authority to hire or fire other employees, or the employee's suggestions and recommendations as to the hiring, firing, advancement, promotion or any other change of status of other employees is given particular weight - Executive Exemption.
Facility Attendant	<u>Non-Exempt</u> : Fair Labor Standard Act Section 13(a)(1) does not apply to manual laborers or other "blue-collar" workers who perform work involving repetitive operations with their hands, physical skill and energy.
Facility Attendant & Recreation	<u>Non-Exempt</u> : Fair Labor Standard Act Section 13(a)(1) does not apply to manual laborers or other "blue-collar" workers who perform work involving repetitive operations with their hands, physical skill and energy.
Facility Security	<u>Non-Exempt</u> : Fair Labor Standard Act Section 13(a)(1) does not apply to manual laborers or other "blue-collar" workers who perform work involving repetitive operations with their hands, physical skill and energy.
Head Lifeguard / Pool Operator	<u>Non-Exempt</u> : Fair Labor Standard Act Section 13(a)(1) does not apply to manual laborers or other "blue-collar" workers who perform work involving repetitive operations with their hands, physical skill and energy.
IFP Facility / Ground Maintenance Worker	<u>Non-Exempt</u> : Fair Labor Standard Act Section 13(a)(1) does not apply to manual laborers or other "blue-collar" workers who perform work involving repetitive operations with their hands, physical skill and energy.
IFP Office Coordinator	<u>Non-Exempt</u> : Position's primary duty does not include the exercise of discretion and independent judgment with respect to matters of significance - Administrative Exemption
Lifeguard 1	<u>Non-Exempt</u> : Fair Labor Standard Act Section 13(a)(1) does not apply to manual laborers or other "blue-collar" workers who perform work involving repetitive operations with their hands, physical skill and energy.
Lifeguard 2	<u>Non-Exempt</u> : Fair Labor Standard Act Section 13(a)(1) does not apply to manual laborers or other "blue-collar" workers who perform work involving repetitive operations with their hands, physical skill and energy.
Parks Program Manager	<u>Exempt</u> : Position's primary duty include the exercise of discretion and independent judgment with respect to matters of significance - Administrative Exemption. [Management of operations]

Job Title	Reason
Parks & Recreation (cont.)	
Recreation Program Leader	<u>Non-Exempt</u> : Fair Labor Standard Act Section 13(a)(1) does not apply to manual laborers or other “blue-collar” workers who perform work involving repetitive operations with their hands, physical skill and energy.
Senior Lifeguard	<u>Non-Exempt</u> : Fair Labor Standard Act Section 13(a)(1) does not apply to manual laborers or other “blue-collar” workers who perform work involving repetitive operations with their hands, physical skill and energy.
Planning & Development Services	
Associate Planner	<u>Non-Exempt</u> : Position’s primary duty does not include the exercise of discretion and independent judgment with respect to matters of significance – Administrative Exemption.
Director of Planning	<u>Exempt</u> : Position’s primary duty managing the enterprise or managing a customarily recognized department or subdivision of the enterprise. Has the authority to hire or fire other employees, or the employee’s suggestions and recommendations as to the hiring, firing, advancement, promotion or any other change of status of other employees is given particular weight – Executive Exemption.
Environmental Coordinator II	<u>Non-Exempt</u> : Position’s primary duty does not include the exercise of discretion and independent judgment with respect to matters of significance – Administrative Exemption.
Environmental Planner	<u>Non-Exempt</u> : Position’s primary duty does not include the exercise of discretion and independent judgment with respect to matters of significance – Administrative Exemption.
Planner	<u>Non-Exempt</u> : Position’s primary duty does not include the exercise of discretion and independent judgment with respect to matters of significance – Administrative Exemption.
Planning & Zoning Technician	<u>Non-Exempt</u> : Position’s primary duty does not include the exercise of discretion and independent judgment with respect to matters of significance – Administrative Exemption.
Planning Coordinator	<u>Non-Exempt</u> : Position’s primary duty does not include the exercise of discretion and independent judgment with respect to matters of significance – Administrative Exemption.

Job Title	Reason
Planning & Development Services (cont.)	
Principal Planner	Exempt: The position's primary duty the performance of work requiring advanced knowledge, defined as work which is predominantly intellectual in character, and which includes work requiring the consistent exercise of discretion and judgment. The advanced knowledge must be in a field of science or learning; and the advanced knowledge must be customarily acquired by a prolonged course of specialized intellectual instruction. – Professional Exemption. [Master's Degree required.]
Review Engineer	Exempt: Position's primary duty does not include the exercise of discretion and independent judgment with respect to matters of significance – Administrative Exemption.
Senior Environmental Planner	Non-Exempt: Position's primary duty does not include the exercise of discretion and independent judgment with respect to matters of significance – Administrative Exemption.
Senior Planner	Non-Exempt: Position's primary duty does not include the exercise of discretion and independent judgment with respect to matters of significance – Administrative Exemption.
Sustainability & Resiliency Coordinator / Planner	Non-Exempt: Position's primary duty does not include the exercise of discretion and independent judgment with respect to matters of significance – Administrative Exemption.
Plantation Yacht Harbor Marina	
Assistant Dockmaster	Non-Exempt: Fair Labor Standard Act Section 13(a)(1) does not apply to manual laborers or other "blue-collar" workers who perform work involving repetitive operations with their hands, physical skill and energy.
Marina Manager	Non-Exempt: Fair Labor Standard Act Section 13(a)(1) does not apply to manual laborers or other "blue-collar" workers who perform work involving repetitive operations with their hands, physical skill and energy.

Job Title	Reason
Public Works	
Anne's Beach Facility Attendant	<u>Non-Exempt</u> : Fair Labor Standard Act Section 13(a)(1) does not apply to manual laborers or other “blue-collar” workers who perform work involving repetitive operations with their hands, physical skill and energy.
Assistant Director of Public Works	<u>Non-Exempt</u> : Fair Labor Standard Act Section 13(a)(1) does not apply to manual laborers or other “blue-collar” workers who perform work involving repetitive operations with their hands, physical skill and energy.
Building Maintenance Worker	<u>Non-Exempt</u> : Fair Labor Standard Act Section 13(a)(1) does not apply to manual laborers or other “blue-collar” workers who perform work involving repetitive operations with their hands, physical skill and energy.
Director of Public Works	<u>Exempt</u> : Position’s primary duty managing the enterprise or managing a customarily recognized department or subdivision of the enterprise. Has the authority to hire or fire other employees, or the employee’s suggestions and recommendations as to the hiring, firing, advancement, promotion or any other change of status of other employees is given particular weight – Executive Exemption.
Litter Removal	<u>Non-Exempt</u> : Fair Labor Standard Act Section 13(a)(1) does not apply to manual laborers or other “blue-collar” workers who perform work involving repetitive operations with their hands, physical skill and energy.
Public Works Coordinator	<u>Non-Exempt</u> : Position’s primary duty does not include the exercise of discretion and independent judgment with respect to matters of significance – Administrative Exemption.
Roadway Maintenance Worker	<u>Non-Exempt</u> : Fair Labor Standard Act Section 13(a)(1) does not apply to manual laborers or other “blue-collar” workers who perform work involving repetitive operations with their hands, physical skill and energy.
Sheriff’s Office	
Administrative Assistant	<u>Non-Exempt</u> : Position’s primary duty does not include the exercise of discretion and independent judgment with respect to matters of significance – Administrative Exemption.

Job Title	Reason
Village Clerk	
Deputy Village Clerk	<u>Non-Exempt</u> : Position's primary duty does not include the exercise of discretion and independent judgment with respect to matters of significance – Administrative Exemption.
Village Clerk	<u>Exempt</u> : Position's primary duty does include the exercise of discretion and independent judgment with respect to matters of significance – Administrative Exemption.
Village Manager	
Administrative Assistant Sr	<u>Non-Exempt</u> : Position's primary duty does not include the exercise of discretion and independent judgment with respect to matters of significance – Administrative Exemption.
Assistant to the Village Manager / Public Information Officer	<u>Non-Exempt</u> : Position's primary duty does not include the exercise of discretion and independent judgment with respect to matters of significance – Administrative Exemption.
Environmental Resources Program Manager	<u>Exempt</u> : The position's primary duty the performance of work requiring advanced knowledge, defined as work which is predominantly intellectual in character, and which includes work requiring the consistent exercise of discretion and judgment. The advanced knowledge must be in a field of science or learning; and the advanced knowledge must be customarily acquired by a prolonged course of specialized intellectual instruction. – Professional Exemption. [Master's Degree required.]
Human Resources Assistant	<u>Non-Exempt</u> : Position's primary duty does not include the exercise of discretion and independent judgment with respect to matters of significance – Administrative Exemption.
Human Resources Director	<u>Exempt</u> : Position's primary duty does include the exercise of discretion and independent judgment with respect to matters of significance – Administrative Exemption.
Village Manager	<u>Exempt</u> : Position's primary duty managing the enterprise or managing a customarily recognized department or subdivision of the enterprise. Has the authority to hire or fire other employees, or the employee's suggestions and recommendations as to the hiring, firing, advancement, promotion or any other change of status of other employees is given particular weight – Executive Exemption.

Job Title	Reason
Wastewater Utility	
Wastewater Operations Manager	Non-Exempt: Fair Labor Standard Act Section 13(a)(1) does not apply to manual laborers or other “blue-collar” workers who perform work involving repetitive operations with their hands, physical skill and energy.
Wastewater Technician I	Non-Exempt: Fair Labor Standard Act Section 13(a)(1) does not apply to manual laborers or other “blue-collar” workers who perform work involving repetitive operations with their hands, physical skill and energy.
Wastewater Technician II	Non-Exempt: Fair Labor Standard Act Section 13(a)(1) does not apply to manual laborers or other “blue-collar” workers who perform work involving repetitive operations with their hands, physical skill and energy.
Wastewater Technician III	Non-Exempt: Fair Labor Standard Act Section 13(a)(1) does not apply to manual laborers or other “blue-collar” workers who perform work involving repetitive operations with their hands, physical skill and energy.
Wastewater Technician IV	Non-Exempt: Fair Labor Standard Act Section 13(a)(1) does not apply to manual laborers or other “blue-collar” workers who perform work involving repetitive operations with their hands, physical skill and energy.



Islamorada
— Village of Islands

Benefits Analysis
Islamorada, Village of Islands, Florida

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Benefits

Paypoint HR feels it is appropriate to consider benefits when addressing strategic planning of compensations as there is a dynamic relationship between employers and employees. When depicting the strategic elements of pay, external influences and an evolving business environment affect attraction, retention, and engagement of employees. A total rewards review of compensation incorporates all components organizations use to cultivate quality employees. An effective total rewards strategy produces a workforce that has the right people in the right jobs who are motivated and engaged to meet goals and feel loyal to the organization and its success. The elements that contribute to Total Rewards are:

- Compensation,
- Benefits,
- Work-life effectiveness,
- Recognition,
- Performance management, and
- Talent development.

The information provided in this portion of the report is not intended to be an exhaustive benefit survey comparing the benefit summaries, premiums, co-pays, and deductibles. The benefit survey was designed to get a snapshot of the participant's employee benefit offerings. Where possible, Paypoint HR uses the information gathered from the external survey to analyze findings.

Benefit offerings are often considered in aggregate data. Caution should be exercised in the following:

- When interpreting the information, the elements within each organization are not equal. For example, there may be more part-time or seasonal workers employed at an organization who are not eligible for benefits. Using part-time or seasonal wages in the calculation could skew the findings.
- When adjusting pay, certain costs such as, workers' compensation premiums, disability insurance premiums, pension contributions, FICA and other employer related taxes may automatically increase as pay increases. Responsible employers will consider the additional costs related to these changes.

National Trends

The **Employment Cost Index (ECI)** is a valuable economic indicator used by the Federal Reserve and other entities that measures changes in labor costs over time to gauge the health of the labor market. It can also be used to inform adjustments in labor and contract costs. As we delve into national compensation trends, it's paramount for employers to prioritize a deep understanding of their workforce's unique needs and preferences. By aligning compensation

packages accordingly, they can nurture employee satisfaction, bolster retention rates, and propel organizational success. However, it's equally crucial to factor in the organization's financial capabilities to ensure sustainable provision for associated recurring costs.

While not direct comparisons, these trends offer valuable benchmarks and indicators of broader industry practices and evolving employee expectations. Understanding how compensation strategies are evolving on a national scale can inform our decision-making process, allowing us to adapt proactively and remain competitive in attracting and retaining top talent.

The ECI measures wage, salary, and benefit costs (e.g., health insurance, retirement, and paid leave) while controlling for workforce shifts by using a fixed labor “basket” or fixed set of jobs and their occupational/industry mix within each sector. This ensures cost changes reflect true market trends. The Employment Cost Index (ECI) tracks labor costs across three major sectors:

1. **The Civilian Sector** refers to all non-military and non-governmental activities. Examples include retail, manufacturing, education, healthcare, and more. Jobs in the civilian sector are typically found in private companies or nonprofit organizations.
2. **The Private Industry Sector** consists of businesses and companies that operate *for profit*. Common private sector industries include retail, technology, finance, and manufacturing. Jobs in the private sector can vary widely, from entry-level positions to executive roles.
3. **The State & Local Government Sector** includes all institutional units consisting of the central government, central banking, state governments, and local governments. Jobs in this sector involve public administration, law enforcement, teaching, and social services.

ECI total benefit costs consist of five major categories and include 18 benefit costs:

- Paid leave - vacation, holiday, sick, and personal leave;
- Supplemental pay - overtime and premium, shift differentials, and nonproduction bonuses.
- Insurance - life, health, short-term and long-term disability;
- Retirement and savings - defined benefit and defined contribution; and
- Legally required benefits - Social Security [refers to Old-Age, Survivors, and Disability Insurance (OASDI), Medicare, federal and state unemployment insurance, and workers' compensation.

Total compensation cost levels in state and local government should not be directly compared with levels in private industry. Differences between these sectors stem from factors such as variation in work activities and occupational structures. Further, private and civilian sector data may be skewed due to a high proportion of entry-level positions. The key takeaway we want to emphasize is that employers should consider the unique characteristics and dynamics of each sector when evaluating compensation strategies and benchmarking against industry standards.

Table 1-Average Employer Costs by Sector per Hour Worked below, shows State and Local Government employers incur the highest total costs per hour worked at \$62.92, significantly exceeding the Civilian average of \$46.84 and the Private Industry average of \$44.40. This disparity is driven by higher benefits costs, which make up 38.2% of total costs for State and Local Government, compared to 31.15% for Civilian employers and 29.6% for Private Industry, highlighting a strong emphasis on non-wage compensation in the public sector.

**Table 1-Average Employer Costs by Sector per Hour Worked by Employer Group
December 2024**

Employer Costs per Hour Worked	Civilian	Private Industry	State & Local Government
Average Employer Total Costs	\$46.84	\$44.40	\$62.92
Wages & Salaries	\$32.25	\$31.25	\$38.86
Benefits Costs	\$14.59	\$13.15	\$24.06
Benefits as a % of Total Costs	31.15%	29.60%	38.20%

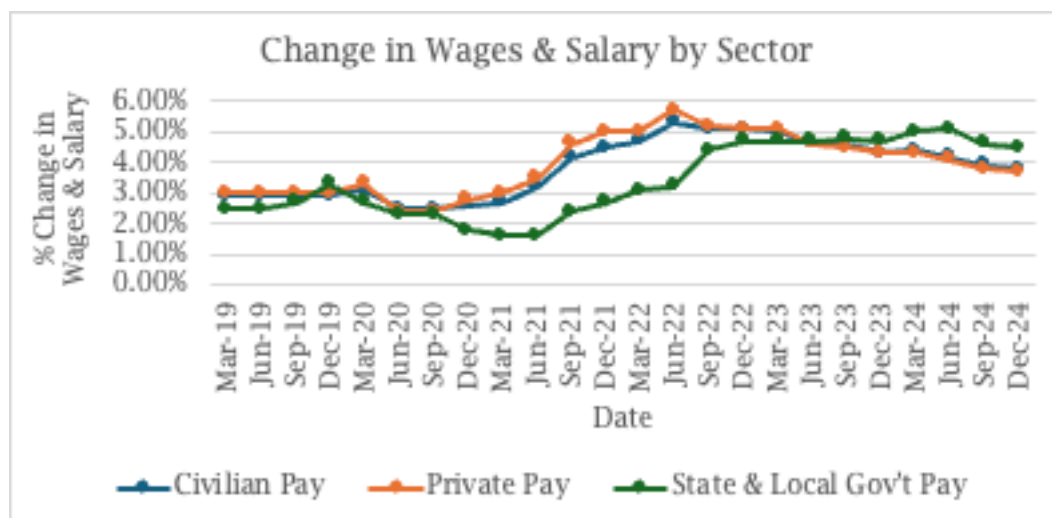
Source: https://www.bls.gov/news.release/ecec.nr0.htm?utm_source=chatgpt.com

Table 2- Major Series of the Employment Cost Index Wages & Salaries (Percent Change) highlights strategic compensation trends across sectors, with the private sector leading wage growth due to labor market competition, followed by steady increases in the civilian sector. State and local governments lag, constrained by budgetary limitations. This slower growth emphasizes the importance of leveraging benefits and non-monetary incentives to remain competitive, especially for high-demand roles. The slight narrowing of the gap in recent periods may signal increased focus on public sector wage adjustments to address recruitment and retention challenges.

The private sector will likely continue to drive wage growth, with gradual adjustments in the public sector aimed at addressing critical workforce needs. To remain competitive, state and local governments will need to balance targeted wage increases with enhanced benefits and non-monetary incentives, particularly in roles facing significant labor shortages.

Recent slowdown in private sector growth may temporarily ease competitive pressures. Despite this, inflation, cost-of-living increases, and high-demand roles will still require targeted pay adjustments to remain competitive.

Table 2- Major Series of the Employment Cost Index Wages & Salaries (Percent Change)

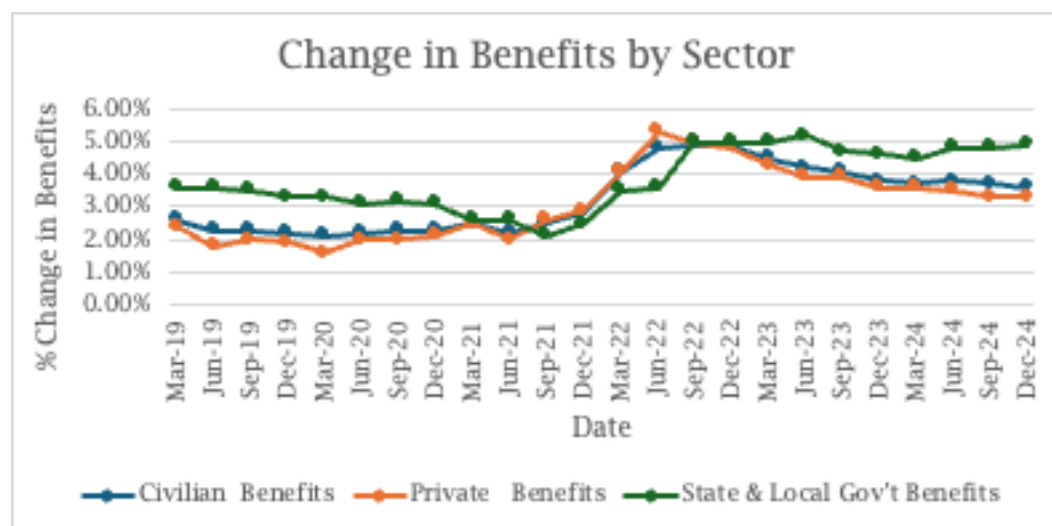


Source: BLS: Employment Cost Index October 2024

<https://www.bls.gov/news.release/eci.nr0.htm>

Table 3- Major Series of the Employment Cost Index Benefits (Percent Change), highlights key trends in benefit growth across sectors, with state and local government consistently leading due to stronger reliance on benefits to attract talent. The private sector shows lower, stable growth, reflecting cost containment strategies. Civilian sector trends represent a midpoint between the two. Post-2021 spikes indicate adjustments to inflation and competitive pressures in the labor market. These trends underscore the importance of strategic benefit adjustments, particularly for public employers, to remain competitive in recruiting and retaining talent in a challenging labor environment.

Table 3- Major Series of the Employment Cost Index Benefits (Percent Change)



Source: Employment Cost Index

<https://www.bls.gov/news.release/eci.nr0.htm>

Stronger benefits growth provides a key advantage for the public sector, particularly during economic stabilization. However, steady, moderate wage increases are still necessary to address recruitment and retention challenges. By leveraging non-monetary incentives like job stability and emphasizing strong benefits while prioritizing pay adjustments for competitive roles, state and local governments can better navigate a slower-growth labor market.

State and local governments will likely continue to lead in benefit growth, leveraging strong packages to offset wage constraints. The private sector will prioritize cost efficiency, with modest adjustments tied to labor demand. Civilian sector trends will reflect broader market dynamics. Employers across sectors must strategically enhance benefits to remain competitive, particularly for critical and hard-to-fill roles.

Regularly tracking BLS data and monitoring regional trends will be helpful for proactive budgeting and aligning pay strategies with evolving workforce needs.

Benefit Analysis

Questions included in the External Benefit Survey addressed the following:

1. How many full and part-time staff do you employ?
2. What are your total costs of benefits as a percent of total compensation?
3. What types of health benefits do you offer and what are the employer contributions?
4. What is the medical plan out-of-pocket maximums, deductibles, and co-pays?
5. When was your last across the board pay scale adjustment and what was the basis for the adjustment?
6. What types of retirement benefits do you offer and what are the employer and employee contributions?
7. Does your organization pay for employee life insurance, AD&D, Short-term or Long-term Disability coverage?
8. What other benefits do you offer employees?
9. What leave benefits do you offer and what are the accrual rates and maximums for vacation and sick leave benefits? Do you offer a leave payout program?
10. What metric do you utilize to track performance review anniversary?
11. Do you have a residency rule?

Benefit Survey Responses

An external market survey was sent out to a total of 30 comparator organizations and responses from 10 participants were collected. The respondents to the benefit survey differed from those of the compensation survey. Among the comparators, the following organizations participated in the benefit survey.

Survey Respondents

Key Biscayne	Key West	Lake Park	Lauderdale-by-the-Sea
Marathon	Marco Island	Palm Springs	Palmetto Bay
Southwest Ranches	Sunny Isle Beaches		

Employee Data

The chart below provides counts and percentage breakdowns of the market peers and Islamorada's full-time and part-time employees. In market comparator organizations, the median distribution is 92% full-time employees. For Islamorada, the percentage of full-time employees is 82%.

Table 4- Percentage of Full-Time and Part-Time Employees

Personnel Type	Market Median		Islamorada	
	Count	%	Count	%
Full-Time Employees	134.5	92%	84	82%
Part-Time Employee	12	8%	19	18%
Total	146.5	100%	103	100%

Workforce composition directly impacts benefits eligibility and costs, with full-time employees typically increasing benefit expenditures. Other factors, such as base wages, benefits quality, union presence, participation rates, and recruitment strategies, also influence these numbers. However, logically, the more full-time, benefit eligible employees an organization has, the more likely that the amount paid towards benefit offerings will be higher.

Since the percentage of full-time employees at Islamorada is lower than the local market median, one might expect overall benefit costs to be lower. However, the following section

shows that Islamorada's benefit costs closely align with the market median. This may be due to factors such as higher employer contributions to certain benefits or broader benefit eligibility among employees.

Cost of Benefits

The percentage of benefits in relation to total compensation is a common broad indicator that organizations use to assess how generous the discretionary benefits are at individual organizations. Total compensation refers to the compensation package (salary and benefits) an employee receives from its organization. Therefore, benefits as a percentage of total compensation are calculated by dividing benefits expressed as a dollar amount by the amount of total compensation (salary plus benefits).

While organizations may calculate cost of benefits differently, the most common benefits cited by survey participants included health, dental, & vision premiums; FICA, life insurance; pension, and workers' compensation. Other benefits reported include Health Savings Accounts (HSAs), unemployment insurance, and tuition. Table 5- Benefits Included in Calculation of Costs as a % of Total Compensation presents the percentage of respondents reporting the inclusion of benefit costs by benefit type. Islamorada's calculations included all listed benefit types.

Table 5- Benefits Included in Calculation of Costs as a % of Total Compensation

Benefit Type	Reported in Market	Islamorada
Health Insurance	100%	√
Dental Insurance	100%	√
Vision Insurance	100%	√
FICA	80%	—
Life Insurance	90%	√
Pension/Retirement	100%	√
HSA	10%	—
Tuition	60%	—
Workers' Comp	90%	√
Unemployment	80%	√

It is common for benefit contributions to vary depending on the compensation practices of an organization and relative cost of benefits. However, for reference, the national average for the cost of benefits as a percentage of total compensation is between 30% and 35% for

non-union employee groups and 40% and 45% for union employee groups. The study did not ask respondents to disclose the union presence or prevalence within their organization.

Table 6- Cost of Benefits as a Percentage of Total Compensation, shows the market median relative to Islamorada.

Table 6- Cost of Benefits as a Percentage of Total Compensation

	Market Median	Islamorada
Cost of Benefits as % of Total Compensation	25%	26%

Islamorada's total cost of benefits is 26%, which aligns with the local market median of 25%. This indicates a competitive benefits structure aligned with regional standards, although it may differ from national non-union benchmarks.

Major Medical, Dental, and Vision

Table 7- Prevalence of Plan by Type, shown below lists the respondents along with their employer sponsored medical benefits. All respondents offered major medical insurance, dental insurance and vision insurance. Islamorada remains aligned with the market by offering health, dental, and vision plans, ensuring competitive benefit options for employees.

Table 7- Prevalence of Plan by Type

Group	Employer Benefit		
	Health	Dental	Vision
Islamorada	✓	✓	✓
Market	100%	100%	100%

Islamorada offers four medical coverage tiers: single, employee & spouse, employee & child, and family. This structure aligns with the broader market, where the median number of coverage tiers offered is also four. Providing multiple tiers allows employees to choose coverage that best fits their household needs, and Islamorada remains consistent with industry standards in this regard.

In terms of plan design, Islamorada offers a single medical plan: Open Access Plus (OAP Plus). This plan provides employees with notable flexibility, including access to a broad national network and the ability to see specialists without referrals. These features are not typically included in entry-level or basic plans. More importantly, OAP Plus stands out as a

comprehensive and competitive offering, providing robust coverage and provider flexibility within a single plan design.

Among comparator organizations, 50% offer two medical plans, giving employees a choice between different levels of coverage and cost. The remaining half, including Islamorada, offer a single plan. In this context, Islamorada's decision to offer OAP Plus ensures that employees still receive strong value and flexibility.

Table 8- Medical Plans offered

Plan Type	Reported in Market	Islamorada
HDHP	20%	—
HMO	30%	—
POS	20%	—
PPO	70%	—
EPO	20%	—
OAP or OAP Plus	30%	√

Table 9- Employer Contributions to Health Premiums presents the median percentage contributed by the market peers for their basic health plan offerings. Islamorada offers a single medical plan, Open Access Plus, which is compared here in alignment with the basic plan data from peers.

- Islamorada's employer contributions for *single* coverage health premiums are in line the local market.
- Islamorada's employer contributions for *family* level medical premiums exceed the local market.
- Islamorada's dental and vision premium contributions for *single coverage* align with the market, *and family* coverage contributions exceed the local market.

Table 9- Employer Contributions to Health Premiums

Group	Employer Contributions to Premiums					
	Health		Dental		Vision	
	Single	Family	Single	Family	Single	Family
Islamorada	100%	92%	100%	92%	100%	92%
Market Median	100%	58%	100%	50%	100%	50%

To stay competitive and support diverse employee needs, Islamorada may want to consider offering a second medical plan option, such as a basic HMO or HDHP with HSA, to give

employees greater flexibility and potentially reduce overall healthcare costs, while still maintaining the comprehensive coverage provided through its existing OAP Plus plan.

Out of Pocket (OOP) Maximum, Deductibles & Co-Pays

Islamorada's medical plan offers exceptionally competitive cost-sharing, particularly for in-network care. Deductibles and out-of-pocket (OOP) maximums are well below market medians, easing the financial burden on employees. For example, the in-network single deductible is \$500, compared to a \$750 median, and the OOP maximum is \$2,500, compared to \$4,500. Family coverage follows a similar pattern, with lower-than-median deductibles and OOP maximums.

Out-of-network benefits also compare favorably. Islamorada's deductibles and OOP maximums for out-of-network care are significantly lower than the market medians, providing employees with greater financial protection even when using non-network providers. Co-pays and coinsurance rates reinforce the plan's value. A \$20 in-network co-pay falls below the \$25 median, while the 30% out-of-network coinsurance is more favorable than the median rates.

Table 10- Market OOP Maximums, Deductibles, and Co-Pays , compares the median of market responses compared to Islamorada.

Table 10- Market OOP Maximums, Deductibles, and Co-Pays

Factor	Network	Level	Market Range	Market Median	Islamorada
OOP	In Network	Single	\$2,450 to \$6,850	\$4,500	\$2,500
		Family	\$4,900 to \$13,700	\$9,000	\$5,000
	Out of Network	Single	\$3,000 to \$10,000	\$7,500	\$5,000
		Family	\$6,000 to \$20,000	\$15,000	\$10,000
Deductible	In Network	Single	\$130 to \$3,000	\$750	\$500
		Family	\$750 to \$6,000	\$1,750	\$1,000
	Out of Network	Single	\$750 to \$6,000	\$3,500	\$1,000
		Family	\$1,000 to \$12,000	\$3,125	\$2,000
Co-Pays	In Network	Single	\$15 to \$30	\$25	\$20
		Family	\$15 to \$30	\$25	\$20
	Out of Network	Single	30% to 100%	35%	30%
		Family	30% to 100%	70%	30%

However, it's important to note that the data may not fully capture the nuances of plan design. The comparison is based on medians, and there could be significant variations within both Islamorada and the broader market. Where respondents offered multiple plan types, the analysis focused on the plan with the lowest premium. The absence of specific plan types, such as HMOs and PPOs, might obscure potential differences in cost-sharing structures. To gain better insight, the low to high range of costs are provided by type and show the distribution range.

The data clearly shows that Islamorada's plan is both cost-effective and employee focused. Even with variations in plan design across the market, Islamorada stands out for offering affordable, comprehensive coverage that ranks among the most competitive in its peer group.

Pay Adjustments

Approximately 78% of surveyed organizations in the local market implemented across-the-board (ATB) pay adjustments in the past year, reflecting a competitive labor market. Islamorada aligns with this trend, having made an adjustment within the past year.

Table 11- Across the Board (ATB) Adjustment History

Group	1 Year	2-3 Years	4+ Years
Islamorada	√	—	—
Market	78%	11%	11%

Common factors influencing these adjustments were cost-of-living adjustments (COLAs), market competitiveness, budget, employee performance and union agreements. Islamorada aligns with this trend by utilizing COLA as metrics to set these increases. Notably, one comparator indicated that a recent pay adjustment was made following an external compensation review, demonstrating how third-party insights can support strategic pay decisions. Among those that provided data, the range of reported pay increases was 2%-5%.

Table 12- Basis for ATB Adjustments

Group	Market	Performance	COLA	Budget	CBA
Islamorada	—	—	√	—	—
Market	33%	22%	56%	22%	44%

To optimize its pay adjustment strategy, Islamorada should prioritize ongoing market analysis while keeping a pulse on the consumer price index (CPI) to remain competitive.

Pension

Retirement benefits play a vital role in helping employees plan for long-term financial security and are an essential part of the public sector compensation package. Islamorada offers a competitive and well-rounded retirement program that includes participation in the Florida Retirement System (FRS), as well as two defined contribution plans.

The Florida Retirement System is a state-administered defined benefit plan that provides eligible employees with a guaranteed pension based on years of service and final average salary. Participation is mandatory, with employees contributing 3% of their gross salary. Employer contributions vary depending on job classification and are set by the state. A key advantage of FRS is its portability across participating employers, which supports Islamorada's ability to attract and retain qualified personnel. According to Table 13- Retirement Benefits, Islamorada is among 40% of surveyed organizations that participate in FRS. This aligns with the 60% of comparators that offer a defined benefit retirement plan.

To complement FRS, Islamorada offers a 401(a) Retirement Plan. This plan is funded by employer contributions and allows employees to build retirement savings with tax-deferred growth. Among market comparators, employer contributions to 401 plans range from 6% to 12%, with a median contribution of 7.5%. In addition, Islamorada provides a 457(b) Deferred Compensation Plan. This is a voluntary retirement savings option that enables employees to contribute pre-tax earnings toward retirement. These defined contribution plans reflect common practices among peer municipalities. 90% of market comparators offer a 457(b) plan, and 80% offer a 401 plan. As is typical across the market, employer matching on 457(b) contributions is not commonly provided.

Islamorada does not currently offer a Health Savings Account (HSA) or a Health Reimbursement Arrangement (HRA), which is consistent with market findings. None of the surveyed comparators reported offering these benefits. However, Islamorada does provide a Flexible Spending Account (FSA).

Through participation in FRS, the availability of defined contribution retirement plans, and access to tax-advantaged healthcare spending tools like the FSA, Islamorada offers both long-term financial stability and flexible benefits options. This balanced approach demonstrates a thoughtful investment in its workforce and supports the Village's position as a competitive and supportive public employer.

Table 13- Retirement Benefits

Retirement Benefits	Prevalence of Market Respondents	Offered by Islamorada
401	80%	√
403	0%	—
457	90%	√
HRA	0%	—
HSA	0%	—
FRS	40%	√

By effectively conveying these benefits, Islamorada can inspire its workforce to recognize the value of long-term dedication to the Village, fostering a culture of sustained commitment and loyalty among employees.

Life and Disability Insurance

- 90% of market respondents cover the premiums for employee Life Insurance.
- Accidental Death and Dismemberment (AD&D) is offered by most respondents with 80% providing full coverage for employees.
- Short-Term Disability (STD) and Long-Term Disability (LTD) are offered by 60% of market respondents covering premiums for employees.

Some market respondents offer varying benefit limits for Life and AD&D Insurance based on employee salary. For Life Insurance, coverage may extend up to two times the employee's salary or a maximum of \$300,000. Similarly, AD&D Insurance typically equals life insurance and can also reach up to two times the employee's salary.

Short-term disability benefits typically amount to 60% of the employee's weekly salary, with a maximum of \$1,500 per week. Long-term disability benefits generally amount to 60% of the employee's monthly salary, with monthly maximums ranging from \$5,000 to \$10,000.

Islamorada provides employer-sponsored Life Insurance and Accidental Death & Dismemberment benefits, each with a coverage amount of up to \$100,000, aligning with the market medians. In addition, Islamorada offers both Short-Term Disability (STD) and Long-Term Disability (LTD) coverage as employee-paid supplemental benefits. While the Village does not contribute to the premiums, these plans are available to support employees during periods of injury or illness.

Table 14- Life and Disability Limits

Type	% of Market	Market Median Limit	Islamorada	Islamorada Limit
Life	90%	\$100,000	✓	\$100,000
AD&D	80%	\$100,000	✓	\$100,000
STD	60%	60% of weekly salary	✓	Voluntary
LTD	60%	60% of monthly salary	✓	Voluntary

Islamorada's life and disability benefits align with market standards and reflect commitment to employee financial protection. Currently, STD and LTD are offered as employee-paid benefits; however, many peer organizations provide employer-paid coverage. To stay competitive and support employee well-being, it is recommended that Islamorada consider contributing to these premiums.

Bonus Pay, and Other Incentives

Table 15- Prevalence of Other Benefits by Type lists commonly offered employer benefits. The data shows the percentage of organizations that participate in each benefit type. The table also lists benefits offered by Islamorada. Note, some benefit offerings depend on the position and are not offered to all Village staff. Market respondents highlighted various practices among the above benefits:

- Most respondents reported offering the following as employer paid benefits:
 - Employee Assistant Program
 - Tuition Reimbursement
 - Use of Fleet during work hours
 - FSA
 - Legal
 - Recognition Program
 - Unemployment
 - Section 125
 - Phone
 - Wellness Programs
- Benefits offered by 44% of respondents include auto stipends, flexible work schedules, fleet take-home vehicles, retail discounts, and performance pay.
- The least offered benefits include retainment bonuses, candidate referral bonuses, childcare subsidies, dry cleaning services, onsite health clinics, and hiring bonuses.
- One comparator noted that hiring bonuses were most offered for hard-to-fill positions, particularly Police Officers.
- Tuition reimbursement is typically offered to full-time employees for job-related coursework, with limits of \$1,500 and up to \$3,000 for senior staff or master's programs. One comparator noted reimbursement rates based on grades: 90% for an A, 75% for a B, and 70% for a C.

Table 15- Prevalence of Other Benefits by Type

Benefit Type	% offered by Market Respondents	Islamorada
Auto Stipend	44%	—
Bonus Pay (General)	22%	—
Retainment Bonus	0%	—
Hiring Bonus	11%	—
Candidate Referral Bonus	0%	—
Childcare Subsidy	0%	—
Childcare Discounted Program	22%	✓
Credit Union	22%	—
Critical Illness	33%	✓
Dry Cleaning	0%	—
EAP	78%	✓
Extended Illness Bank	22%	✓
Fitness Membership	22%	✓
Flexible Work Schedule	44%	✓
Use of Fleet during work hours	56%	✓
Use of Fleet Take Home Vehicle	44%	✓
FSA	78%	✓
Health Clinic (onsite)	0%	—
Health Insurance Opt-Out Payment	33%	✓
HSA	0%	✓
Health Reimbursement Account (HRA)	11%	✓
Legal	78%	—
Loans	22%	✓
Performance Pay	44%	—
Pet Insurance	33%	—
Phone	78%	✓
Retail Discounts	44%	—
Recognition Program	56%	—
Rewards Program	11%	—
Section 125	67%	✓

Benefit Type	% offered by Market Respondents	Islamorada
Telecommute (Work from Home/Remote)	44%	✓
Tuition Reimbursement	67%	✓
Unemployment	89%	✓
Uniform Allowance	33%	—
Vacation Discounts	33%	—
Wellness Programs	56%	—
Workers Compensation	100%	✓
Other	11%	✓

A review of Islamorada's benefits package shows several strengths, including commonly offered programs such as the Employee Assistance Program (EAP), fleet vehicle use during work hours, phone allowances, telecommuting, tuition reimbursement, unemployment benefits, workers' compensation, flexible work schedules, and a Section 125 plan. Islamorada also stands out for offering less common benefits such as a childcare discount program, extended illness bank, and critical illness coverage.

However, some gaps remain in areas where a portion of the market has adopted additional offerings, such as auto stipends, hiring bonuses, performance pay, and recognition or rewards programs. Islamorada does not currently offer referral or retainment bonuses, which are rarely found in the market but may be useful for addressing recruitment challenges in hard-to-fill positions.

To further strengthen the Village's benefits strategy and support employee engagement, a targeted assessment of employee preferences and priorities could help align future offerings with workforce needs and expectations.

Leave Benefits

Leave Types

Islamorada offers a standard leave benefits package that includes vacation, sick, holiday, personal, and compensatory (comp) time. This leave package reflects widely adopted practices among peer organizations in the local market.

Table 16- Leave Benefits

Leave Benefits			
Leave Type	Response	Market	Islamorada
Vacation	Yes	60%	✓
	No	40%	—
Sick	Yes	60%	✓
	No	40%	—
Holiday	Yes	100%	✓
	No	0%	—
PTO	Yes	50%	—
	No	50%	✓
Personal	Yes	50	✓
	No	20%	—
Comp-Time	Yes	60%	✓
	No	0%	—

Islamorada offers traditional leave benefits including vacation, sick leave, holiday leave, personal days, and compensatory time (comp-time), all of which are provided by 60% or more of market comparators. Islamorada does not offer a combined Paid Time Off (PTO) bank, which is consistent with 50% of the organizations surveyed. While PTO plans are becoming more common in some sectors for their simplicity and flexibility, the data suggests that employers in this comparison group continue to maintain separate leave categories, likely due to administrative preferences and organizational needs.

Leave Accrual

The Table below shows the minimum and maximum days of annual leave accrual reported by respondents as compared to Islamorada.

- Islamorada's *vacation leave* accrual amount for *new hires* is slightly above the market median but falls below the market for *tenured staff*.
- *Sick leave* offered by Islamorada is consistent with the market median for *all employees*.
- Islamorada provides the same number of *Holiday pay* for *all employees* compared to the market median.
- Islamorada's *personal leave* for *all employees* is more limited compared to the market.

Table 17- Annual Leave Accrual Days

Leave Type	Days of Annual Leave Accrual		Islamorada	
	Market Median		Minimum	Maximum
	New Hire	Senior Staff		
Vacation	10	20	12	15
Sick	12	12	12	12
Holiday	12	12	12	12
PTO	20	23	0	0
Personal	2	4	1	1
Comp-Time	As Earned	As Earned	As Earned	As Earned

While some employers nationally are moving toward consolidated PTO banks, the local market continues to favor traditional leave structures. However, to remain competitive, the Village may want to review its vacation accrual policy for long-tenured employees. Many peer organizations offer more generous vacation accruals for senior staff. Improving vacation benefits could strengthen recruitment and retention, particularly in a labor market where work-life balance is increasingly valued.

Annual Carry Over Limits

Islamorada's leave carryover policies are consistent with or more flexible than market norms.

Table 18- Annual Carry Over Days of Accrued Leave

Annual Carry Over Days of Accrued Leave		
Leave Type	Market Median	Islamorada
Vacation	23	24
Sick	60	No Limit
Holiday	N/A	N/A
PTO	8	N/A
Personal	0	0 (Forfeit if not used by 12/31)
Comp-Time	No Limit	No Limit

- *Vacation Leave:* Islamorada allows employees to carry over up to 24 days of vacation annually, slightly exceeding the market median of 23 days. This policy offers comparable flexibility to what is commonly seen among peer organizations.
- *Sick Leave:* Islamorada provides unlimited sick leave carryover, which is more generous than the market median of 60 days. This approach supports long-term employee wellness.
- *Comp-Time:* Islamorada places no limit on the amount of compensatory time employees may carry over. This is in line with the market standard and provides flexibility for non-exempt employees to manage their time off.
- *Personal Leave:* Personal leave in Islamorada must be used by December 31 each year or it is forfeited. This use-it-or-lose-it policy is consistent with many organizations that do not allow personal leave to carry over.

Leave Payout

Islamorada's leave payout practices align with many comparators, particularly in how it handles vacation, sick, and compensatory time. This section outlines how Islamorada's policies compare to those of other municipalities, based on the prevalence and median payout amounts reported in Table 19.

Vacation Leave

Vacation leave payout is common across the market, with 60% of comparators offering a payout, and a median cap of 30 days. Islamorada matches this with a full payout of all accrued vacation leave, aligning closely with market practices. Notably, Islamorada does not impose a cap on vacation payouts, offering a straightforward and competitive policy that supports employee retention and satisfaction. This positions the Village as a market leader in vacation leave flexibility.

Sick Leave

Sick leave payout is relatively uncommon across the market, with only 30% of comparators offering a payout, and a median maximum of 60 days. In Islamorada, sick leave is only eligible for payout if the employee was hired on or before September 30, 2018, and even then, only at half the hourly rate. Employees hired on or after October 1, 2018 are not eligible for any sick leave payout. While this limits benefits for more recently hired staff, it aligns with broader market trends, where several comparators also impose tenure restrictions to manage long-term financial obligations.

Table 19- Leave Payout

Leave Type	Response	Market		Islamorada
		Prevalence	Median Amount	
Vacation	Yes	60%	30 days	√ Full payout
	No	40%		—
Sick	Yes	30%	60 days	√ Full payout at half hourly rate If hire date prior to 9/30/2018
	No	70%		√ Hire date on or after 10/01/2018
Holiday	Yes	0%	0	—
	No	100%		√
PTO	Yes	50%	No Limits, paid on balance	—
	No	50%		√
Personal	Yes	10%	0	—
	No	10%		√
Comp-Time	Yes	30%	As Earned	√ As earned
	No	10%		—

PTO

About 50% of market comparators offer a combined Paid Time Off (PTO) structure, consolidating vacation and sick leave into a single bank. Among those that do, the median market practice is to impose no limits and to pay out the full remaining balance upon separation. This structure provides employees with flexibility and ensures the time earned is fully recognized. Islamorada does not offer a PTO structure, opting instead for separate vacation and sick leave policies.

Key Takeaways:

While Islamorada's vacation and sick leave payout policies are competitive and reflect market standards, the absence of a combined PTO structure sets it apart from half of its peer organizations. As many comparators offer PTO with unlimited accrual and full payout, adopting a similar structure could enhance flexibility and align Islamorada more closely with evolving market practices.

Performance Evaluation Anniversary Date

Approximately 40% of respondents stated they base the timing of performance evaluations on the employee's hire date and disciplinary action, while 30% reported using the calendar year. A small portion of respondents tie performance reviews to the fiscal budget. One comparator noted that performance evaluations are also conducted at the end of employee probationary periods, a practice that may help establish early performance expectations and support onboarding. Like most respondents, Islamorada utilizes the hire date and disciplinary action as the basis for performance reviews.

Well-Being

While the benefit study acknowledges well-being as a common benefit, how Islamorada chooses to incorporate this benefit can significantly enhance overall employee satisfaction. Therefore, we offer some industry insights on this topic.

Organizations advance through four fundamental stages of employee well-being: **Basic**, **Developing**, **Progressive**, and **Systemic**.

Basic: Focuses on physical health and safety, compliance, and cost management.

Developing: Involves investing in well-being programs.

Progressive: Emphasizes leadership involvement, with key executives actively supporting and advocating for well-being initiatives.

Systemic: Entails shared responsibility between talent management and operations to implement structural changes that enhance well-being. This stage uses comprehensive metrics, including observed and self-reported data, to evaluate well-being.

We list some topics that Islamorada may want to survey its employees on to gauge key factors for improvement. Instead of viewing well-being as a balance between work and life, recognize that work itself influences well-being. Key determinants affecting employee well-being include **Leadership**, **Work Design**, and **Work Methods**.

Leadership: Evaluate whether employees feel under or over-managed, if they receive sufficient recognition, and if there is empathy towards mental health. These questions help pinpoint areas for leadership improvement.

Work Design: Ask if employees feel overwhelmed by their workload, if they have opportunities for career growth, and if they find their work meaningful.

Work Methods: Assess whether employees are expected to work during non-working hours, if frequent task-switching leads to fatigue or distraction, and whether software tools aid or hinder workflow. Additionally, determine if employees feel they have control over their work.

Armed with the additional information provided by asking these questions, the Village can assess issues that might inadvertently impede employee well-being within the workplace. While addressing identified issues would likely help any organization to improve, it is especially important in the public sector. Village employees' wellbeing touches not only their friends and family but also the community. Employees act as a resource to residents but also engage with the community while going about their day-to-day lives. By adapting to evolving work dynamics and embracing a model conducive to human sustainability, employers stand to enhance productivity, foster innovation, spur growth, attract and retain talent more effectively, and bolster brand reputation.

Emerging trends in the industry include the following:

Flexible Work Arrangements: Consider implementing flexible work arrangements such as telecommuting or compressed workweeks where applicable. This approach can enhance work-life balance for employees, reduce commuting costs and time, and contribute to a more sustainable work environment. However, if the work culture does not support it, or tools are not in place to monitor it, then it will go unused or work counter to its intent.

As of 2024, roughly 53% of all US workers had either a work from home or hybrid work model. Many employees find that a hybrid model of work is more flexible. Fully remote workers may be encouraged to move away from their employer to be closer to family. (www.Statista.com)

Wellness Programs: Develop and promote wellness programs that encompass physical, mental, and emotional well-being. These programs could include fitness challenges, mindfulness workshops, and access to mental health resources. Investing in employee wellness can lead to improved morale, productivity, and retention rates.

Professional Development Opportunities: Offer innovative professional development opportunities such as mentorship programs, cross-departmental projects, and access to online learning platforms. Encouraging continuous learning and skill development can empower employees, foster a culture of innovation, and prepare the workforce for future challenges.

Employee Recognition Programs: Implement creative employee recognition programs that go beyond traditional methods. Consider gamification techniques, peer-to-peer recognition platforms, and personalized rewards to celebrate achievements and promote a positive work culture.

Community Engagement Initiatives: Engage employees in community service projects or volunteer opportunities that align with the Village's values and goals. Encouraging civic involvement not only fosters a sense of pride and connection among employees but also strengthens the Village's relationship with its residents and stakeholders.

Diversity, Equity, and Inclusion Initiatives: Prioritize diversity, equity, and inclusion (DEI) initiatives by establishing a DEI task force, conducting regular diversity training sessions,

and implementing inclusive hiring practices. Embracing diversity and fostering an inclusive workplace culture can drive innovation, creativity, and collaboration within the organization.

Conclusion

Islamorada's benefits package is both well-structured and aligned with market standards, positioning the Village as a competitive and thoughtful employer within the local public sector. With benefits representing 26% of total compensation, Islamorada matches the local market median, demonstrating a responsible and balanced investment in its workforce. This commitment is evident across several areas, including robust healthcare contributions, competitive leave policies, and access to both a defined benefit plan and defined contribution plans.

Islamorada's healthcare benefits are a key strength of its overall compensation package. Islamorada provides full premium coverage for single employees across medical, dental, and vision plans. It also covers 92% of family medical premiums, which significantly exceeds the market median contribution of 58%. This generous coverage highlights Islamorada's dedication to supporting employees with dependents. Additionally, Islamorada's deductibles and out-of-pocket maximums for both in-network and out-of-network services are well below market averages, which helps reduce financial burdens on employees. To further improve choice and flexibility, Islamorada could consider offering an additional medical plan option.

Retirement benefits also reflect strong alignment with peer organizations. Islamorada participates in the Florida Retirement System, a defined benefit plan offered by 40% of comparators. In addition, the Village provides a 401(a) defined contribution plan and a 457(b) deferred compensation plan. This combination of retirement options gives employees multiple avenues for long-term financial planning. To enhance participation and understanding, Islamorada may benefit from expanding employee education on these offerings, such as through onboarding materials, written guides, and periodic informational sessions.

Islamorada provides life and disability benefits that align with market standards and show a strong commitment to employee financial protection. Employees receive \$100,000 in employer-paid life and AD&D insurance and have access to short-term and long-term disability plans. However, STD and LTD disability plans are currently employee-paid, while many peer organizations provide employer-paid coverage. To remain competitive and better support employees, Islamorada should consider contributing to the cost of STD and LTD premiums to enhance overall financial security.

Islamorada's leave structure reflects standard practices in the local market, providing vacation, sick, holiday, personal, and compensatory leave. Vacation time is fully paid out upon separation with no cap, and up to 24 days may be carried over annually, slightly exceeding the market median. Sick leave accrues without limit; however, payout at half pay is only available to employees hired before September 30, 2018. While this rewards long-tenured

staff, it may reduce the benefit's value for newer employees and could be reassessed for greater equity. The Village does not currently offer a combined Paid Time Off structure, instead maintaining separate vacation and sick leave categories. Although this remains common among peer organizations, there is a growing trend toward the use of PTO banks that offer employees greater flexibility. Evaluating this model could help Islamorada align with evolving workforce expectations and enhance overall leave flexibility.

In terms of fringe benefits, Islamorada provides a variety of valuable offerings. These include tuition reimbursement, EAP, wellness initiatives, flexible scheduling, telecommuting options, and access to fleet vehicles. Islamorada also offers less common benefits such as critical illness coverage and an extended illness bank. However, it does not currently provide hiring or referral bonuses, performance-based pay, or formal employee recognition programs. These types of benefits are increasingly seen as essential in today's competitive job market. Incorporating such programs could further enhance employee engagement, satisfaction, and retention.

To enhance employee satisfaction, Islamorada could implement robust well-being initiatives that progress towards being systemic through commitment from top leadership. Surveys on Leadership, Work Design, and Work Methods will help identify key areas for improvement.

Islamorada's commitment to aligning compensation and benefits with industry best practices reflects a strategic focus on employee well-being and organizational success. To remain competitive, the Village should regularly benchmark against industry standards and gather employee feedback to assess evolving benefit preferences.

Recommended Reevaluation Schedule

The optimal frequency for reevaluating benefit offerings depends on several factors including economic conditions, industry trends, employee demographics, regulatory changes, and budget constraints. While there's no one-size-fits-all answer, a biennial review is a common starting point. This allows for sufficient time to assess the impact of existing benefits and identify emerging trends.

However, it's essential to conduct more frequent check-ins (e.g., quarterly or annually) to monitor:

- Employee satisfaction and utilization of benefits.
- Benefit costs and plan performance.
- Legislative changes that may impact benefits.

By combining regular monitoring with periodic comprehensive reviews, Islamorada can ensure its benefit package remains competitive and responsive to the evolving needs of its employees.



Council Communication

To: Mayor and Village Council
From: Robert Mather, Review Engineer
Date: June 10, 2025
SUBJECT: **Staff Update on Windley Key Parking Project - Review Engineer Rob Mather TAB 3**

Background:

Analysis:

Budget Impact:

Staff Impact:

Recommendation:

Attachments: 1. 2025-06-10 Windley Key Parking



Windley Key Parking Improvements

Aerial Overview



Presentation By:

Robert Mather, P.E.

Planning Review Engineer

Robert.mather@islamorada.fl.us

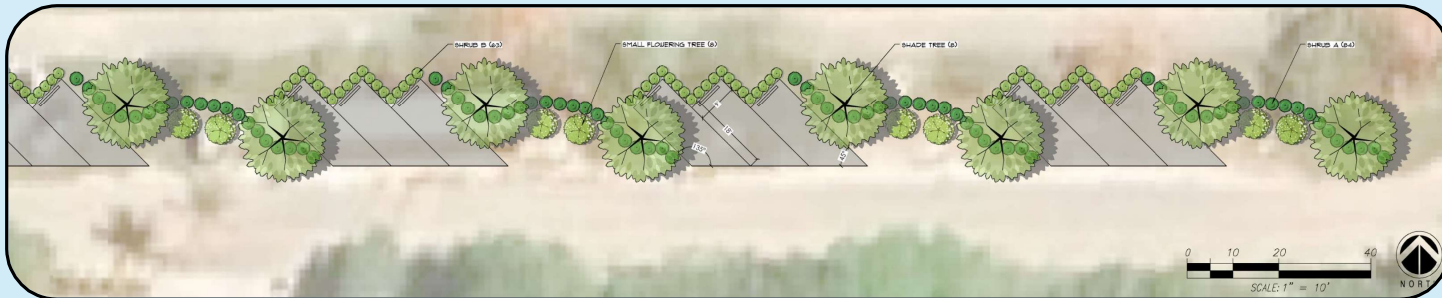
305-664-6416



Windley Key Parking Improvements

Background

- May 2024 → December 2024 – Windley Key Transmission Main Replacement Project
- December 12, 2024 Council Meeting – Initial Discussion/Presentation of a Conceptual Plan
- March 18, 2025 Council Meeting – Direction Given to Planning Department to Proceed with Project as a Priority



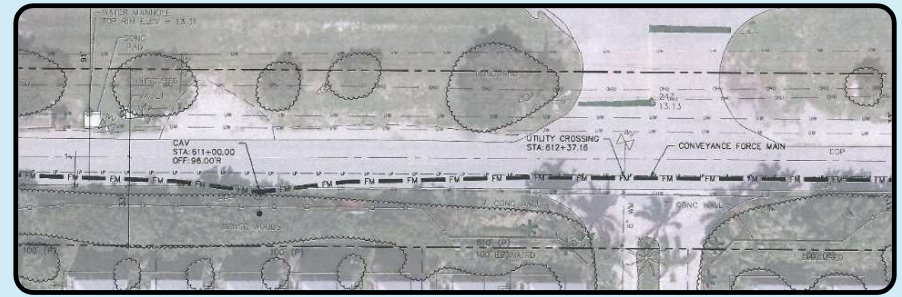


Windley Key Parking Improvements

Project Approach

✓ Preliminary Design & Due Diligence

- ✓ Site Visit & Documentation (Comp. 3/21/2025)
- ✓ Specific Purpose Survey (Comp. 5/16/2025)
- ✓ Preparation of Preliminary Drawings (Comp. 5/30/2025)
- ✓ Estimate of Project Costs (Comp. 5/16/2025)
- ✓ Presentation to Council (In Prog. 6/10/2025)



❑ Finalize Design

- ❑ Incorporate Feedback from Presentation
- ❑ Environmental & Landscaping Plan
- ❑ Coordinate with Utilities & FDOT/FDEP
- ❑ Town Hall for Public Input (Date: TBD)
- ❑ Final Council Update (Date: TBD)
- ❑ Finalize Plans

❑ Bid

- ❑ Prepare Bid Documents, OPC, Project Specifications
- ❑ Release RFP, Respond to RFIs, Issue Addendums, Bid Evaluation

❑ Construction

ISLAMORADA, VILLAGE OF ISLANDS

WINDLEY KEY

OLD SR-4A AND SR-905
PARKING IMPROVEMENTS
WINDLEY KEY, FL 33036

CONCEPTUAL

VILLAGE COUNCIL

SHARON MAHONEY - MAYOR
DON HORTON - VICE MAYOR
STEVE FREEMAN - COUNCIL MEMBER
DEB GILLIS - COUNCIL MEMBER
ANNA RICHARDS - COUNCIL MEMBER

VILLAGE MANAGER

RON SAUNDERS - VILLAGE MANAGER

LOCATION MAP (N.T.S.)

SHEET INDEX	
SHEET #	SHEET TITLE
COVER	COVER SHEET
1	GENERAL NOTES
2	SITE PLAN
3	SITE PLAN
4	DETAILS

VILLAGE OF ISLAMORADA PLANNING DEPARTMENT 8880 OVERSEAS HIGHWAY, ISLAMORADA, FL 33036 PHONE: (305) 654-1400	PROJECT NO. 20-002	SHEET COVER	DATE 04/04/2025
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Windley Key Parking Improvements

Site Conditions

- **Limited ROW**
 - Roughly 24' from edge of pavement (EOP) to FDOT ROW
 - Roughly 9' from EOP to centerline of pavement
- **Utility Conflicts**
 - Misc. Utilities will need to be avoided for access
- **Vegetation**
 - Minor impacts may be anticipated at north end
 - Construction may require root removal
- **Shared Use Path**
 - Requires FDOT Coordination for the ADA Connection





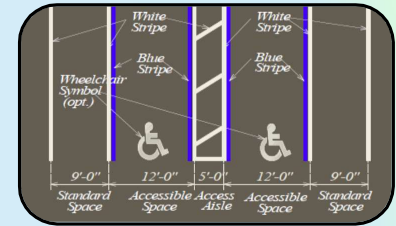
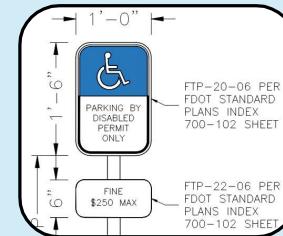
Windley Key Parking Improvements

Design Requirements

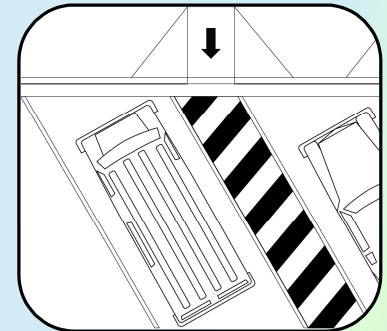
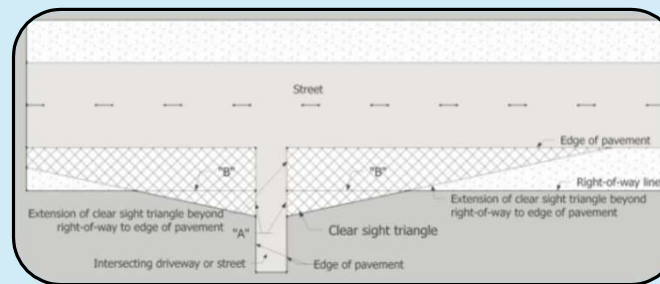
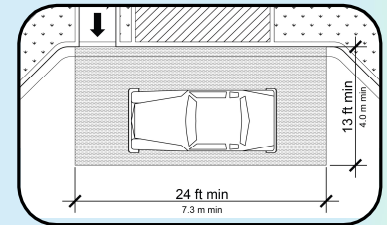
- **ADA Standards for Accessible Design / 2023 Florida Building Code, Accessibility (8th Edition) / Public Rights-of-Way Accessibility Guidelines (PROWAG)**
 - ✓ Accessible spaces are required for *each facility*
 - ✓ Accessible spaces must have adjacent access aisles (exception for on-street parallel parking)
 - ✓ Accessible routes are required from accessible spaces to the sidewalk

- **Islamorada Village Code**
 - ✓ Clear Site Requirements
 - ✓ Parking Space Dimension Requirements
 - ✓ Aisle Depth Requirements
 - ✓ Backing Movement Restrictions
 - ✓ Stormwater Management

- **FDOT Florida Greenbook & MUTCD**
 - ✓ Additional Parking Requirements & Restrictions
 - ✓ Signing and Marking Standards



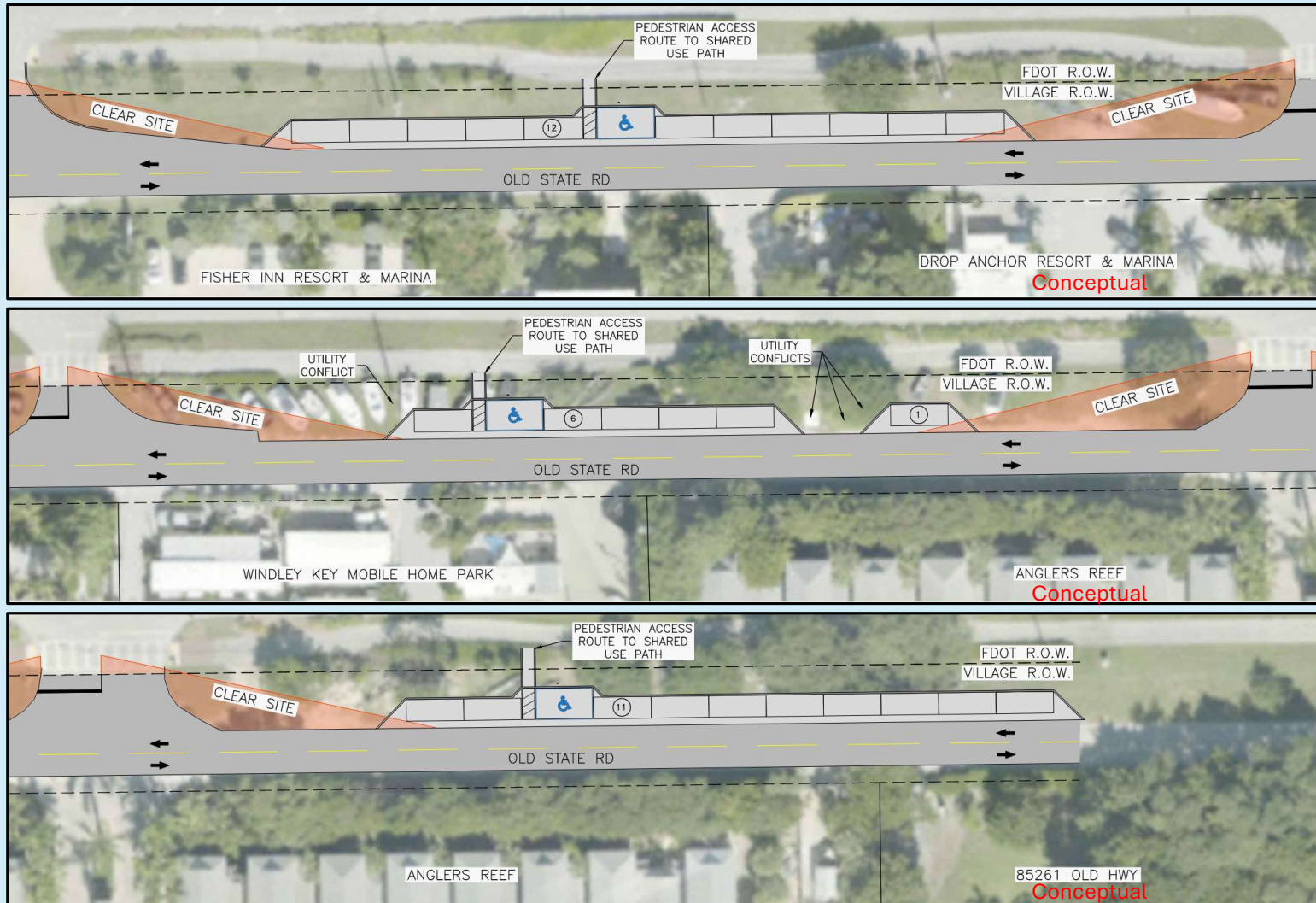
Angle of Parking (degrees)	Aisle Depth (1 Row of Parking)
0	12 feet
45	14 feet
60	18 feet
90	20 feet





Preliminary Design

- Public Safety, Impacts, Cost, Codes
- 30 parallel parking spaces (9' wide x 24' long) inc. 3 accessible spaces
- Pedestrian access route to shared use path
- Landscaping improvements to be designed
- Stormwater management included
- Lighting not included

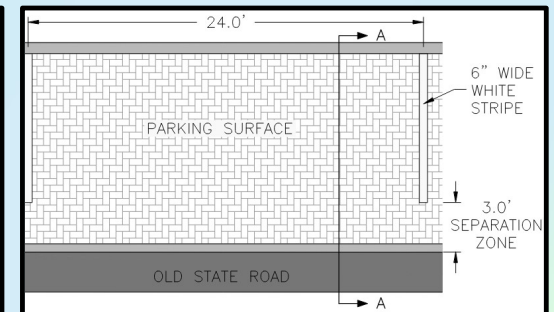
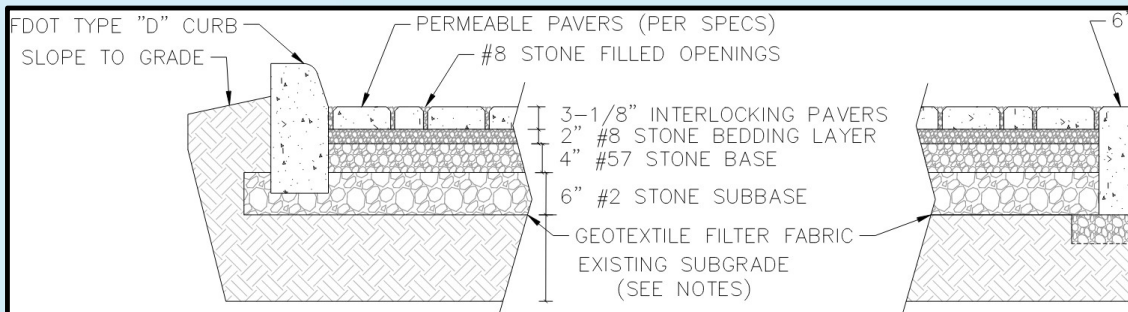
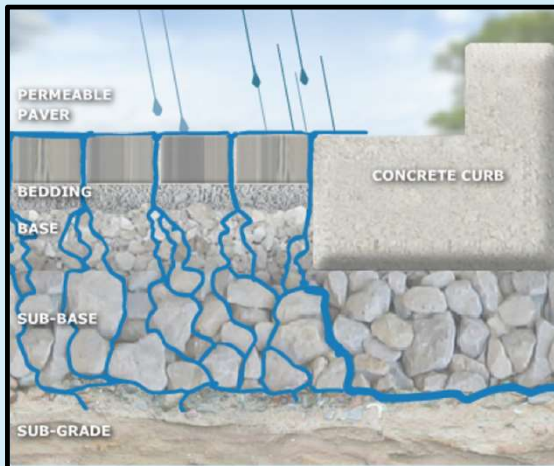




Windley Key Parking Improvements

Preliminary Design (Cont'd)

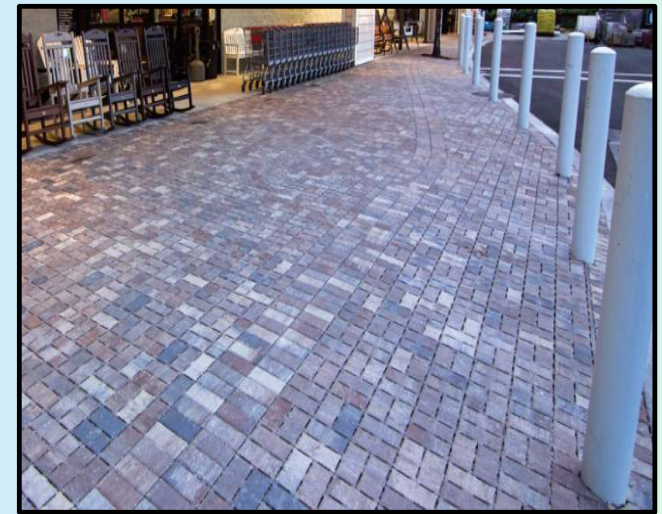
Permeable Pavers





Windley Key Parking Improvements

Pervious Paver Example Projects



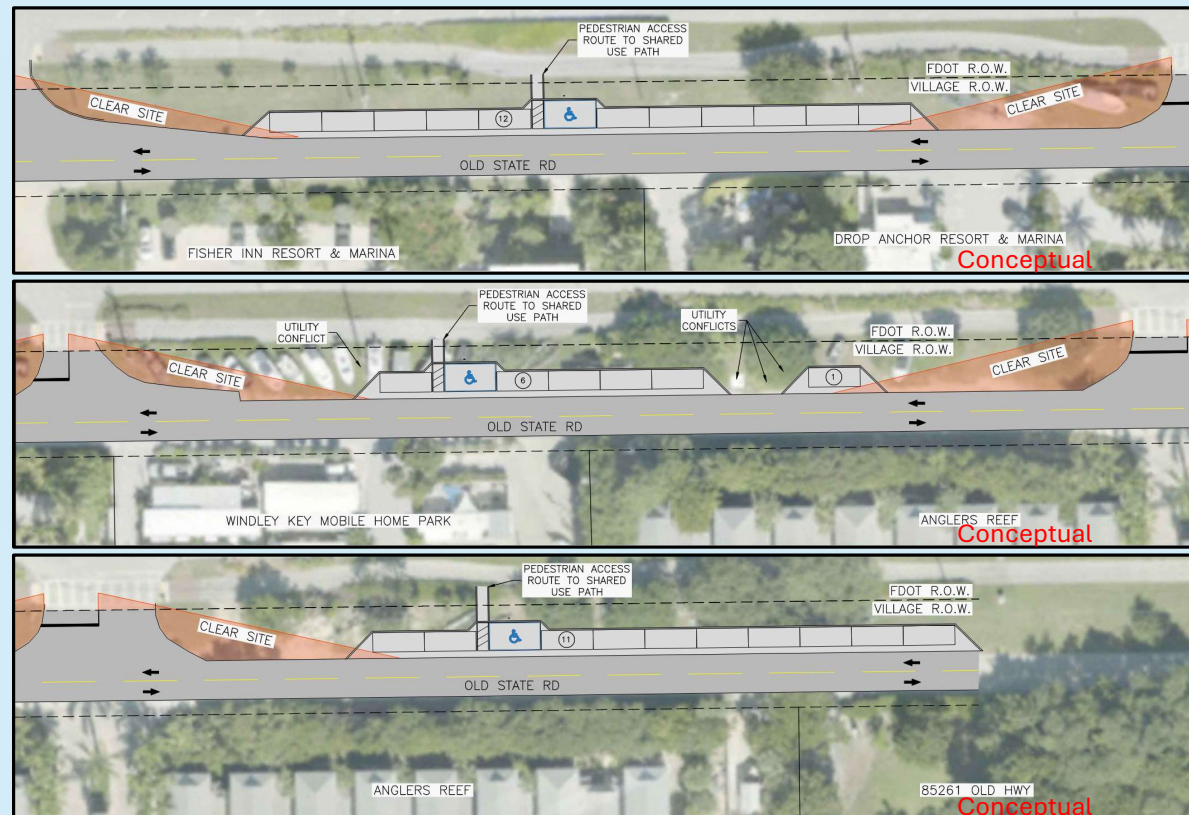


Windley Key Parking Improvements

Conclusion

Next Steps:

- ☐ Initial Feedback
- ☐ Town Hall for Public Input
- ☐ Finalize Design
- ☐ Final Update for Council
- ☐ Bid Phase
- ☐ Construction





Council Communication

To: Mayor and Village Council
From: Alyssa Panzer, SRC Coordinator
Date: June 10, 2025
SUBJECT: Sustainability and Resiliency Projects Update - Alyssa Panzer

Background:

The position of Sustainability and Resiliency Coordinator began at the Village in 2024. This is a general presentation to update council and the public on projects and progress.

Analysis:

Budget Impact:

Staff Impact:

Recommendation:

Attachments: None



Council Communication

To: Mayor and Village Council
From: Marne McGrath, Village Clerk
Date: June 10, 2025
SUBJECT: **A. Approve Motion to Appoint Carolyn Ambler to the Land Acquisition Advisory Committee**
B. Appointment of William Todd or Roger Young to Near Shore Water Regulation Committee TAB 4

Background:

Committee Members were appointed at the May 6, 2025 Regular Village Council Meeting. There are two discrepancies that surfaced during the follow up in welcoming members to the committees.

A. Inadvertently, Carolyn Ambler, a member of the Land Acquisition Advisory Committee, was not included on the paper ballot distributed for Council's convenience. Ms. Ambler was included in the Committee Description, Roster, and New Applicants document provided for Council and the public.

Ms. Ambler has served on the Committee since 2021 and is its Vice Chair. She wishes to continue her service.

There is an opening due to the administrative removal of a member who has not attended any Committee meetings. The term to be filled will expire in May 2026.

All new applicants were appointed to the Committee on May 6, and the reappointment of Ms. Ambler would bring the roster back to a full ten members.

Analysis:

B. After the appointments were confirmed, we mailed welcome letters from Village Manager Saunders to all members.

USPS returned a letter as undeliverable because the recipient was no longer living at the address, and they could not provide proof of a physical Islamorada address. The member was then administratively removed due to the residency requirement for committee members.

There were two additional applicants who were not appointed on May 6. The applications for William Todd and Roger Young are resubmitted for Council consideration. One of the applicants should be appointed to bring the roster back up to a full ten members. The term to be filled will expire in May 2027.

Budget Impact:

There is no budget impact associated with this request.

Staff Impact:

There is no anticipated staff impact associated with this request.

Recommendation:

Appoint Carolyn Ambler to the Land Acquisition Advisory Committee for a term ending in May 2026.

Appoint William Todd or Roger Young to the Near Shore Water Regulation Committee for a term ending in May 2027.

- Attachments:**
1. Carolyn Ambler_LAAC_May 2023 Portal App
 2. Pages from LAAC - Committee Description, Roster, and New Applicants
 3. Pages from NSWR - Committee Description, Roster, and Additional Applicants
 4. NSWR - Additional Applicants - William Todd and Roger Young

Contact Information -- Person ID: 53867090

Name:	Carolyn C Ambler	Address:	144 GIARDINO DR ISLAMORADA, Florida 33036 US
Home Phone:	2033956773	Alternate Phone:	3057414866
Text Messaging Mobile No:	2033956773	Email:	carolyn@keyswaterfront.com
Notification Preference:	Email	Former Last Name:	
Month and Day of Birth:	09/11		

Personal Information

Driver's License:	Yes, Florida
What is your highest level of education?	Bachelor's Degree

Preferences**Objective**

To continue as a member of the Land Acquisition Advisory Committee

Education**College/University**

Southern Connecticut State University
[Unspecified Start] - [Unspecified End]
New Haven, Connecticut

Did you graduate: Yes
Major/Minor: Public Health, BS
Degree Received: Bachelor's

College/University

University of Northern Colorado
[Unspecified Start] - [Unspecified End]
Greeley, Colorado

Did you graduate:
Major/Minor: Business
Degree Received:

Work Experience**Realtor, Masters Circle 2023**

3/2004 - /

American Caribbean - Christie's International Real Estate
www.keyswaterfront.com
81800 Overseas Highway
ISLAMORADA, Florida 33036
2033956773

Hours worked per week: 45
Monthly Salary: \$0.00
Name of Supervisor: Joy C Martin - Broker-Owner
May we contact this employer? Yes

Duties

Residential and Commercial Real Estate sales in the Florida Keys.

Certificates and Licenses

Islamorada, Village of Islands has chosen not to collect this information for this job posting.

Skills

Office Skills

Typing:
Data Entry:

Other Skills

Real Estate in the Upper Florida Keys Expert - 19 years
and 0 months

Additional Information

References

Islamorada, Village of Islands has chosen not to collect this information for this job posting.

Resume

Text Resume

Attachments

Supplemental Questions

1. Q: Are you an Islamorada Resident?

A: Yes

2. Q: List any experience you have had participating in activities related to advisory committees and government advisory committees.

A: Currently a member of the LAAC

3. Q: List education and experience in the discipline of the committee for which you are applying.

A: Real estate expert in the Upper Keys

4. Q: Please state why you would like to be considered for an appointment to the committee.

A: My professional experience as a Realtor has added value to the LAAC committee. I would like to continue on the LAAC so that properties will be identified and funding sources suggested, so that the Council has pertinent information to make decisions about land acquisition.

Land Acquisition Advisory Committee

Overview

Preserving natural areas and green spaces is critical for Islamorada to maintain the natural beauty and sense of small-town community that makes our islands a desirable place to live, work and visit. Land acquisition and preservation have been a priority of the Village since incorporation, becoming even more important now, in the face of buildout as established by the Florida Keys Area of Critical State Concern designation. In 1999, a Land Acquisition Advisory Committee was established to make reports and recommendations to the Village Council concerning the identification and prioritization of land acquisitions. The Committee assisted with the development of a Land Acquisition Selection System, an Action Plan to Retire Development Rights, and the creation of a prioritized list of properties recommended for acquisition. The committee provided service to the Village until 2008 when it was determined that it had completed its responsibilities. The Village Council recently discussed reinstitution of the Land Acquisition Advisory Committee to renew its commitment to this important priority and help to reduce the impact the Village will face at buildout. A resolution to reestablish the committee was passed at the November 18, 2021, Regular Village Council Meeting. The committee consists of **up to 10 members.**

Staff Liaison: Peter Frezza

Council Liaison: Council Member Deb Gillis

- Carolyn Ambler
- Kevin Bates
- Kelly Cox
- Frank Derfler
- Greg Dully
- Tammie Gurgilio
- Vacant
- Vacant
- Vacant
- Vacant
- NEW APPLICANTS
- Michelle Robinson / Matt Turk / Alan Cockerham

Near Shore Water Regulation Committee - as of May 6, 2025

Overview

The Near Shore Water Regulation Citizens' Advisory Committee was established by Resolution 01-02-04 and adopted by the Village Council on February 8, 2001. The creation of the committee was prompted when the Florida Legislature passed House Bill 1007. The passage of HB 1007 provided the Village with authorization to exercise its police powers and jurisdiction 1,200 feet into the tidal waters adjacent to its established corporate limits; extending to the abatement of nuisances, the enforcement of sanitary laws and regulations, the regulation of zoning and the suppression of crime. The Committee provides valuable citizen input to staff and Council regarding suggestions for nearshore water improvements in safety, quality of life, and environmental protection as well as methods to accomplish the suggested recommendations.

The Committee consists of up to 10 members who are appointed by the Village Council and one staff liaison. Committee members meet quarterly at 5:15 pm and may meet more frequently if needed. The current committee is comprised of the following members:

Staff Liaison: Alyssa Panzer

Council Liaison: Mayor Sharon Mahoney

- Dianne Harbaugh (Chair)- term expires May 2026
- Emma Haydocy (Vice Chair) - term expires May 2026
- Matt Bellinger - term expires May 2027
- Nick Kross - term expires May 2026
- Steve Leopold - term expires May 2027
- Adam Starr - term expires May 2026
- Dave Petkovich - term expires May 2026
- Jason Richards - term expires May 2027
- Joe Babino - term expires May 2027
- ADDITIONAL APPLICANTS
- William Todd / Roger Young

From: noreply@civicplus.com
To: [Marne McGrath](#)
Subject: Online Form Submittal: Boards & Committees Application
Date: Friday, March 21, 2025 10:42:11 AM

This Message Is From an External Sender

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[Report Suspicious](#)

Boards & Committees Application

Select the Committee
you are applying for

Near Shore Water Regulation Committee

Personal Information

First Name Capt William

Last Name Todd

Address1 151 N Ocean Ln

Address2 *Field not completed.*

City Islamorada

State Florida

Zip 33036-3648

Phone Number 3056193571

Email Address bill@captbillsailing.com

Occupation Sailing / Eco Capt, Proprietor Casa Morada Tours

Residency Information

Length of Residency in
Islamorada 15+

Are you a registered
voter Yes

Organization Membership Information

Are you currently serving on other Boards, Commissions, or Committees?	No
If yes, which	<i>Field not completed.</i>
Have you served on a Board, Commission, or Committee before?	No
If yes, which	<i>Field not completed.</i>
Please list organization memberships and positions held	<i>Field not completed.</i>
Please List Areas of Special Interest	Nearshore area environmental protection (grass beds, water quality, etc) noise abatement, general navigational issues, resident property interests. The near shore "buffer zone" is critical for homeowners as well as the marine sanctuary environment we live inside of, and as a Capt with a long family history here in Islamorada, I would like to be a helpful part of the process. Thank you.
Please Upload Letter of Interest	<i>Field not completed.</i>

Email not displaying correctly? [View it in your browser.](#)

From: noreply@civicplus.com
To: [Marne McGrath](#)
Subject: Online Form Submittal: Boards & Committees Application
Date: Tuesday, March 25, 2025 9:42:36 PM

This Message Is From an External Sender

This message came from outside your organization.

[Report Suspicious](#)

Boards & Committees Application

Select the Committee you are applying for Near Shore Water Regulation Committee

Personal Information

First Name Roger

Last Name Young

Address1 232 Tide Ave

Address2 *Field not completed.*

City Tavernier

State FL

Zip 33070

Phone Number 3053958282

Email Address brickguy@bellsouth.net

Occupation Contractor

Residency Information

Length of Residency in Islamorada 50 years

Are you a registered voter Yes

Organization Membership Information

Are you currently serving on other Boards, Commissions, or Committees?	No
If yes, which	<i>Field not completed.</i>
Have you served on a Board, Commission, or Committee before?	No
If yes, which	<i>Field not completed.</i>
Please list organization memberships and positions held	<i>Field not completed.</i>
Please List Areas of Special Interest	<i>Field not completed.</i>
Please Upload Letter of Interest	<i>Field not completed.</i>

Email not displaying correctly? [View it in your browser.](#)



Council Communication

To: Mayor and Village Council
From:
Date: June 10, 2025
SUBJECT: Discussion of Development Decisions by Monroe County Commission
for Current and Future Projects which may Impact the Village of
Islamorada - Vice Mayor Don Horton

Background:

Analysis:

Budget Impact:

Staff Impact:

Recommendation:

Attachments: None



Council Communication

To: Mayor and Village Council
From:
Date: June 10, 2025
SUBJECT: Update on the Fills - Director of Public Works A.J. Engelmeyer

Background:

Analysis:

Budget Impact:

Staff Impact:

Recommendation:

Attachments: None



Council Communication

To: Mayor and Village Council
From:
Date: June 10, 2025
SUBJECT: **Baseball Field Update - Village Manager Ron Saunders**

Background:

Analysis:

Budget Impact:

Staff Impact:

Recommendation:

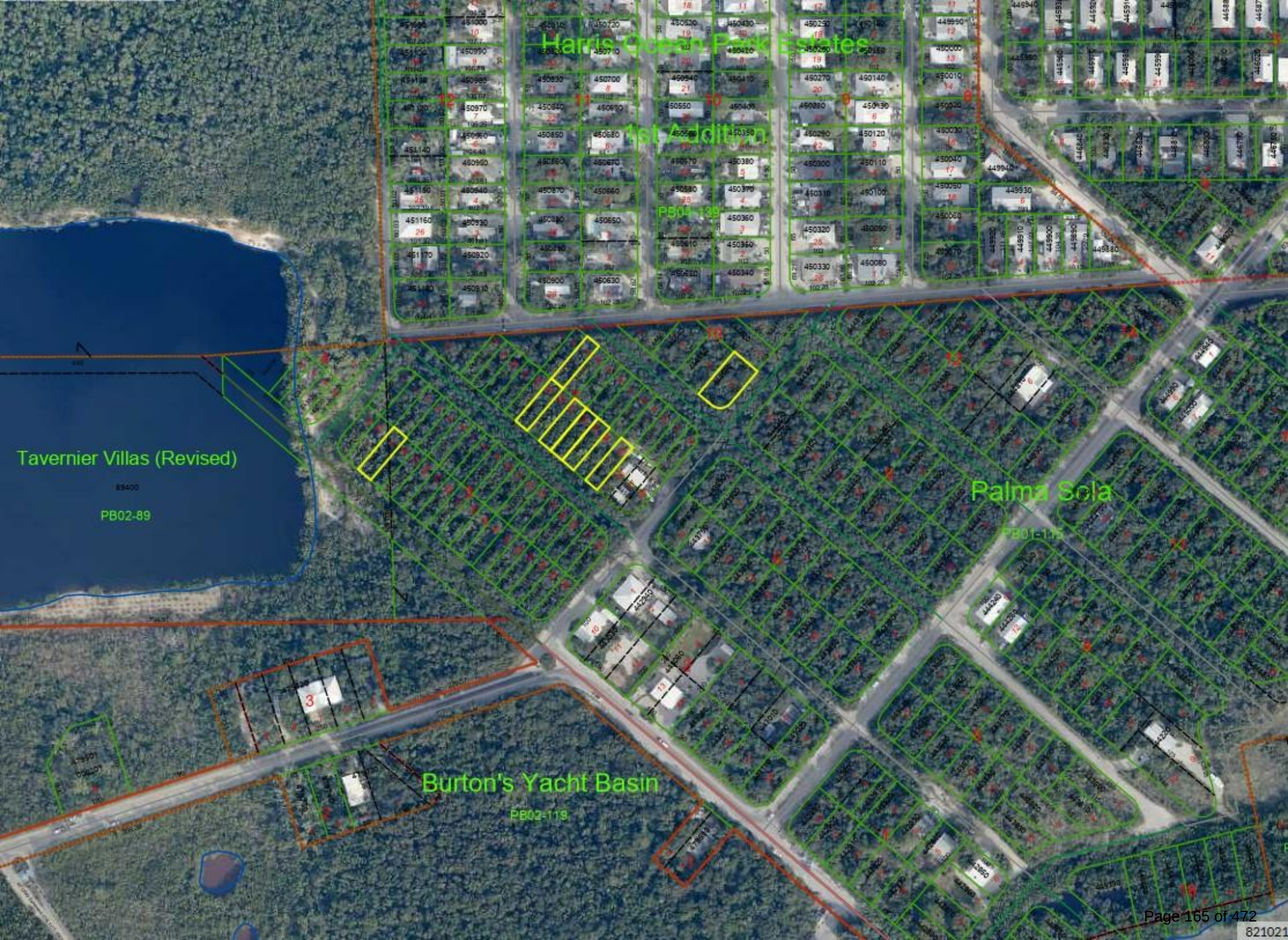
Attachments: None

ALTERNATE KEY	PARCEL ID	PROPERTY ADDRESS	CITY	NAME	LAND USE TYPE
1314986	00246221-008500	VACANT LAND	BIG PINE KEY	Coupon Bight Rd	RES. DRY UNPERMITTED (01DM)
1314994	00246221-008600	VACANT LAND	BIG PINE KEY	Coupon Bight Rd	RES. DRY UNPERMITTED (01DM)
1348571	00276570-000000	VACANT LAND	BIG PINE KEY	off Chambers St	COMMERCIAL DRY (1M0D)
1349763	00277750-000000	VACANT LAND	BIG PINE KEY	Pine Way	RES. DRY UNPERMITTED (01DM)
1351181	00279190-000000	VACANT LAND	BIG PINE KEY	Oleander Blvd	RES. DRY UNPERMITTED (01DM)
1352616	00280630-000000	VACANT LAND	BIG PINE KEY	Palm Dr	RES. DRY UNPERMITTED (01DM)
1356522	00284570-000000	VACANT LAND	BIG PINE KEY	1000 A Ave	MUNICIPAL (8900)
1356531	00284580-000000	VACANT LAND	BIG PINE KEY	1000 A Ave	(8700)
1356662	00284710-000000	VACANT LAND	BIG PINE KEY	South St	RES. DRY UNPERMITTED (01DM)
1363758	00291590-000000	VACANT LAND	BIG PINE KEY	Key Deer Blvd	COMMERCIAL DRY (1M0D)
1363871	00291710-000000	VACANT LAND	BIG PINE KEY	Key Deer Blvd Lot 10	COMMERCIAL DRY (1M0D)
8569955	00111060-000500	VACANT LAND	BIG PINE KEY	Big Pine Key Environmentally Sensitive	ENV. SENSITIVE (000X)
1543012	00443320-000000	VACANT LAND	KEY LARGO	Harry Harris area (no access)	MUNICIPAL (8900)
1543586	00443890-000000	VACANT LAND	KEY LARGO	Harry Harris/Antigua lot #3 (no access)	MUNICIPAL (8900)
1543748	00444050-000000	VACANT LAND	KEY LARGO	Palmetto Ave #19	MUNICIPAL (8900)
1543764	00444070-000000	VACANT LAND	KEY LARGO	Harry Harris area #21	MUNICIPAL (8900)
1543772	00444080-000000	VACANT LAND	KEY LARGO	Harry Harris area #22	MUNICIPAL (8900)
1543781	00444090-000000	VACANT LAND	KEY LARGO	Harry Harris area #23	MUNICIPAL (8900)
1543802	00444110-000000	VACANT LAND	KEY LARGO	Palmetto Ave #25	MUNICIPAL (8900)
1544256	00444560-000000	VACANT LAND	KEY LARGO	Harry Harris Lot #6 - Second Ave	MUNICIPAL (8900)
1277118	00212110-000000	VACANT LAND	LITTLE TORCH KEY	rear 27994 Winson Ave	RES. DRY UNPERMITTED (01DM)
1277746	00212740-000000	VACANT LAND	LITTLE TORCH KEY	Winson Ave	RES. DRY UNPERMITTED (01DM)
1278076	00213070-000000	VACANT LAND	LITTLE TORCH KEY	Temple Ave	ENV. SENSITIVE (000X)
1114421	00097900-000000	VACANT LAND	LOWER MATECUMBE KEY	Sea Oats Beach	MUNICIPAL (8900)
1114430	00097910-000000	VACANT LAND	LOWER MATECUMBE KEY	Sea Oats Beach	MUNICIPAL (8900)
1480479	00392150-000000	74060 OVERSEAS HWY	LOWER MATECUMBE KEY	Lower Matecumbe Key Pump Station	UTILITY (9100)
1480487	00392160-000000	74060 OVERSEAS HWY	LOWER MATECUMBE KEY	Lower Matecumbe Key Pump Station	COMMERCIAL DRY (1M0D) COMMERCIAL CANAL (1M0C) EASEMENT (000E)
1480495	00392170-000000	74070 OVERSEAS HWY	LOWER MATECUMBE KEY	Fire Station 19	MUNICIPAL (8900) MUNICIPAL (8900) MUNICIPAL (8900) EASEMENT (000E)
1491161	00398780-000000	VACANT LAND	LOWER MATECUMBE KEY	Sea Oats Beach	MUNICIPAL (8900)
1491187	00398790-000000	VACANT LAND	LOWER MATECUMBE KEY	Sea Oats Beach	MUNICIPAL (8900)
9096402	00396950-000201	VACANT LAND	LOWER MATECUMBE KEY	Donated conservation propety behind Tennis Club	ENVIROMENTALLY SENS (000X)
9100377	00092210-000100	VACANT LAND	LOWER MATECUMBE KEY	PORTION OF OLD ROAD	(9400)
1476935	00388630-000000	VACANT LAND	LOWER MATECUMBE KEY	TRACT B TASSELL DONATION	RE HIGHWAY US 1 UNPERMITTED (01HM)
1106305	00092230-000000	VACANT LAND	PLANTATION KEY	Indigo Hammocks	HARDWOOD HAMMOCK (00HH) ENV. SENSITIVE (000X)
1107913	00093330-000000	87000 OVERSEAS HWY	PLANTATION KEY	Founders Park (portion of)	MUNICIPAL (8900) SUBMERGED(9500) SUBMERGED(9500)

ALTERNATE KEY	PARCEL ID	PROPERTY ADDRESS	CITY	NAME	LAND USE TYPE
8932243	00093330-000100	86800 OVERSEAS HWY	PLANTATION KEY	Founders Park (portion of) Admin. Center and Pub. Safety (FS 21)	MUNICIPAL (8900)
1108553	00093420-005401	VACANT LAND	PLANTATION KEY	Old Road/South Drive	MUNICIPAL (8900)
1505528	00411290-000000	VACANT LAND	PLANTATION KEY	Coral Rd	MUNICIPAL (8900)
1507687	00413470-000000	VACANT LAND	PLANTATION KEY	Royal/US 1	MUNICIPAL (8900)
1507695	00413480-000000	VACANT LAND	PLANTATION KEY	Royal/US 1	MUNICIPAL (8900)
1508080	00413870-000000	VACANT LAND	PLANTATION KEY	US 1 Coconut to Palm	MUNICIPAL (8900)
1508098	00413880-000000	VACANT LAND	PLANTATION KEY	US 1 Coconut to Palm	RES HWY US 1 UNPERMITTED (01HM)
1508101	00413890-000000	VACANT LAND	PLANTATION KEY	US 1 Coconut to Palm	RES HWY US 1 UNPERMITTED (01HM)
1508110	00413900-000000	VACANT LAND	PLANTATION KEY	US 1 Coconut to Palm	RES HWY US 1 UNPERMITTED (01HM)
1508632	00414410-000000	VACANT LAND	PLANTATION KEY	US 1 north of Orange Ln	RES HWY US 1 UNPERMITTED (01HM)
1511978	00415790-000000	VACANT LAND	PLANTATION KEY	Old Rd & US 1	HARDWOOD HAMMOCK (00HH)
1511986	00415800-000000	VACANT LAND	PLANTATION KEY	Old Rd & US 1	HARDWOOD HAMMOCK (00HH)
1511994	00415810-000000	VACANT LAND	PLANTATION KEY	Old Rd & US 1	HARDWOOD HAMMOCK (00HH)
1512001	00415820-000000	VACANT LAND	PLANTATION KEY	Old Rd & US 1	HARDWOOD HAMMOCK (00HH)
1512052	00415870-000000	VACANT LAND	PLANTATION KEY	lot s of billboard across from Droney	VACANT HIGHWAY (00MHW)
1512699	00416520-000000	VACANT LAND	PLANTATION KEY	Seabring Dr	MUNICIPAL (8900)
1513423	00417250-000000	VACANT LAND	PLANTATION KEY	Monroe/Orlando	MUNICIPAL (8900)
1513512	00417340-000000	103 KEY HEIGHTS DR	PLANTATION KEY	Middle Plantation Key Pump Station	MUNICIPAL (8900)
1514438	00418260-000000	286 GARDENIA ST	PLANTATION KEY	North Plantation Key Pump Station	MUNICIPAL (8900)
1516881	00419295-000100	VACANT LAND	PLANTATION KEY	Old Rd & US 1	VACANT HIGHWAY (00MHW)
1516899	00419295-000200	VACANT LAND	PLANTATION KEY	Old Rd & US 1	VACANT HIGHWAY (00MHW)
1517291	00419380-000000	VACANT LAND	PLANTATION KEY	Mabbs Hammock	MUNICIPAL (8900)
1517313	00419390-000000	VACANT LAND	PLANTATION KEY	Mabbs Hammock	MUNICIPAL (8900)
1517348	00419400-000000	VACANT LAND	PLANTATION KEY	Mabbs Hammock	MUNICIPAL (8900)
8670061	00418770-000500	VACANT LAND	PLANTATION KEY	Randall Adams lot (no access?)	MUNICIPAL (8900)
8681291	00419401-000000	VACANT LAND	PLANTATION KEY	Mabbs Hammock interior roads	MUNICIPAL (8900)
8689802	00091820-000200	VACANT LAND	PLANTATION KEY	Plantation Tropical Preserve (park)	MUNICIPAL (8900)
8757522	00091820-000101	142 SUNSHINE BLVD	PLANTATION KEY	Sunshine Blvd Pump Station	COMMERCIAL HWY (1M0H) SUBMERGED(9500)
8877781	00091820-000103	90600 OVERSEAS HWY	PLANTATION KEY	Plantation Tropical Preserve (park)	COMMERCIAL HIGHWAY SUBMERGED(9500)
8965573	00093330-000101	87100 OVERSEAS HWY	PLANTATION KEY	Chamber building	(1100)
9039141	00093301-000000	VACANT LAND	PLANTATION KEY	Plantation Hammocks Preserve Oceanside PHP Oceanside submerged lands 1.44 acres	MUNICIPAL (8900) SUBMERGED(9500)
9096506	00091836-000000	VACANT LAND	PLANTATION KEY	ROW access at Tavernier Creek Marina	(9400)
9100381	00092210-000400	VACANT LAND	PLANTATION KEY	PORTIONS OF OLD ROAD	SUBMERGED(9500)
1514195	00418030-000000	VACANT LAND	PLANTATION KEY	Machado Property	COMMERCIAL HWY (1M0H)
1514209	00418040-000000	VACANT LAND	PLANTATION KEY	Machado Property	COMMERCIAL HWY (1M0H)
1514225	00418060-000000	VACANT LAND	PLANTATION KEY	Machado Property	COMMERCIAL HWY (1M0H)
1514217	00418050-000000	VACANT LAND	PLANTATION KEY	Machado Property	COMM CANAL/HWY (1MCH)
1514241	00418090-000000	VACANT LAND	PLANTATION KEY		COMMERCIAL HIGHWAY (1M0H)
1514250	00418100-000000	VACANT LAND	PLANTATION KEY		COMMERCIAL HIGHWAY (1M0H)
1514446	00418270-000000	VACANT LAND	PLANTATION KEY		COMMERCIAL DRY (1M0D)
1514454	00418280-000000	VACANT LAND	PLANTATION KEY		COMMERCIAL DRY (1M0D)
1516074	00418770-000000	VACANT LAND	PLANTATION KEY		RES. DRY UNPERMITTED EASEMENT (000E)
1519693	00421670-000000	VACANT LAND	PLANTATION KEY		MUNICIPAL (8900)
1535621	00437491-002400	173 ORCHID ST	PLANTATION KEY		PERMITTED SFR DRY (01DP)
1535931	00437491-005501	146 SUNSHINE BLVD	PLANTATION KEY		PERMITTED SFR DRY (01DP)
1507300	00413090-000000	VACANT LAND	PLANTATION KEY		COMMERCIAL HWY (1M0H)

ALTERNATE KEY	PARCEL ID	PROPERTY ADDRESS	CITY	NAME	LAND USE TYPE
9104528	00420200-000100	157 PUEBLO ST	PLANTATION KEY		RES. DRY UNPERMITTED (01DM)
1524425	00426440-000000	261 HIBISCUS ST	PLANTATION KEY		RES. DRY UNPERMITTED (01DM)
1531341	00433500-000000	213 PEARL AVE	PLANTATION KEY		RES. DRY UNPERMITTED (01DM)
1526649	00428640-000000	172 BOUGAINVILLEA STREET	PLANTATION KEY	172 BOUGAINVILLEA STREET (pending land exchange)	RES. DRY UNPERMITTED (01DM)
1526665	00428660-000000	180 BOUGAINVILLEA STREET	PLANTATION KEY	180 BOUGAINVILLEA STREET	RES. DRY UNPERMITTED (01DM)
9104390	00093420-000701	312 NORTH DR	PLANTATION KEY		RES. DRY UNPERMITTED (01DM)
1530883	00433010-000000	186 FONTAINE DR	PLANTATION KEY		PERMITTED SFR DRY (01DP)
1507296	00413080-000000	VACANT LOT	PLANTATION KEY		COMMERCIAL HIGHWAY (1M0H)
1106020	00091920-000000	VACANT LAND	PLANTATION KEY	Glynn Tract	ENVIROMENTALLY SENS (000X)
1107883	00093300-000000	87001 OVERSEAS HWY	UPPER MATECUMBE KEY	Plantation Hammocks Preserve Bayside	MUNICIPAL (8900) SUBMERGED(9500)
1111368	00095940-000000	VACANT LAND	UPPER MATECUMBE KEY	Bay Bottom at GTHP	ENV. SENSITIVE (000X)
1111376	00095950-000000	MM 81 OVERSEAS HWY	UPPER MATECUMBE KEY	Green Turtle Hammock Park - front of park	8700
1111384	00095950-000100	81224 OVERSEAS HWY Unit: REAR	UPPER MATECUMBE KEY	Green Turtle Hammock Park - back	MUNICIPAL (8900) ENV. SENSITIVE (000X)
1111406	00095970-000000	VACANT LAND	UPPER MATECUMBE KEY	Green Turtle Hammock Park north side	MUNICIPAL (8900) ENV. SENSITIVE (000X)
1111431	00095990-000000	VACANT LAND	UPPER MATECUMBE KEY	Green Turtle Hammock Park north side	MUNICIPAL (8900)
1490211	00397800-000000	VACANT LAND	UPPER MATECUMBE KEY	Green Turtle Hammock Park - south hammock 4.16 AC	SUBMERGED(9500)
1111422	00095980-000100	81101 OVERSEAS HWY	UPPER MATECUMBE KEY	Wet Net	(301)
1111872	00096230-000000	80800 OVERSEAS HWY	UPPER MATECUMBE KEY	Key Tree Cactus Property north	HARDWOOD HAMMOCK (00hh) ENV. SENSITIVE (000X)
1111970	00096350-000000	VACANT LAND	UPPER MATECUMBE KEY	Key Tree Cactus Property south	RES WATERFRONT UNPERMITTED (01WM) ENV. SENSITIVE (000X)
1112071	00096440-000100	VACANT LAND	UPPER MATECUMBE KEY	Wollard Property	MUNICIPAL (8900) ENV. SENSITIVE (000X)
1113310	00096820-000000	VACANT LAND	UPPER MATECUMBE KEY	Wollard Property	MUNICIPAL (8900) ENV. SENSITIVE (000X)
1113328	00096830-000100	VACANT LAND	UPPER MATECUMBE KEY	Wollard Property	MUNICIPAL (8900) ENV. SENSITIVE (000X)
1492400	00400120-000000	81981 OVERSEAS HWY	UPPER MATECUMBE KEY	Island Silver & Spice	COMMERCIAL EXEMPT (100E)
1492612	00400330-000000	82213 OVERSEAS HWY Unit: 10	UPPER MATECUMBE KEY	Southwinds Park	MUNICIPAL (8900)
1495972	00403660-000000	VACANT LAND	UPPER MATECUMBE KEY	Between Krupa and Shell Shack	COMMERCIAL HWY (1M0H)
1495981	00403670-000000	VACANT LAND	UPPER MATECUMBE KEY	Between Krupa and Shell Shack	COMMERCIAL HWY (1M0H)
1495999	00403680-000000	VACANT LAND	UPPER MATECUMBE KEY	Between Krupa and Shell Shack	COMMERCIAL HWY (1M0H)
1496219	00403910-000000	VACANT LAND	UPPER MATECUMBE KEY	Between Krupa and Shell Shack	COMMERCIAL HWY (1M0H)
8651384	00095190-000100	VACANT LAND	UPPER MATECUMBE KEY	Johnston Ave - driveway into Library	(8600)
9100378	00092210-000200	VACANT LAND	UPPER MATECUMBE KEY	PORTIONS OF OLD ROAD	(9400)
9102524	00400810-000100	81953 OLD HWY	UPPER MATECUMBE KEY	Upper Matecumbe Key Pump Station	MUNICIPAL (8900)
1495221	00402900-000000	83250 OVERSEAS HWY	UPPER MATECUMBE KEY	ISLAND COMMUNITY CHURCH	CHURCH PROPERTY DRY
8643551	00403041-003100	31 FLAMINGO HAMMOCK RD	UPPER MATECUMBE KEY	VACANT LAND LMK - DONATION	RES. DRY UNPERMITTED (01DM) RES OPEN BAY LOTS (010B)
8643543	00403041-003000	VACANT LAND	UPPER MATECUMBE KEY		RES. DRY UNPERMITTED (01DM) RES OPEN BAY LOTS (010B)
1109011	00093880-000000	VACANT LAND	WINDLEY KEY	ROW	(9400)
9100379	00092210-000300	VACANT LAND	WINDLEY KEY	PORTIONS OF OLD ROAD	(9400)

ALTERNATE KEY	PARCEL ID	PROPERTY ADDRESS	CITY	NAME	LAND USE TYPE
1109100	00093980-000000	84771 OVERSEAS HWY	WINDLEY KEY	C/O Habitat for Humanity	COMMON ELEMENT (00CE)
9104715	00093980-000203	84771 OVERSEAS HWY 203	WINDLEY KEY	C/O Habitat for Humanity	CONDOMINIUM (0400)
9104716	00093980-000204	84771 OVERSEAS HWY 204	WINDLEY KEY	C/O Habitat for Humanity	CONDOMINIUM (0400)
9104717	00093980-000301	84771 OVERSEAS HWY 301	WINDLEY KEY	C/O Habitat for Humanity	CONDOMINIUM (0400)
9104719	00093980-000303	84771 OVERSEAS HWY 303	WINDLEY KEY	C/O Habitat for Humanity	CONDOMINIUM (0400)
9104720	00093980-000304	84771 OVERSEAS HWY 304	WINDLEY KEY	C/O Habitat for Humanity	CONDOMINIUM (0400)
9104721	00093980-000305	84771 OVERSEAS HWY 305	WINDLEY KEY	C/O Habitat for Humanity	CONDOMINIUM (0400)
9014722	00093980-000306	84771 OVERSEAS HWY 306	WINDLEY KEY	C/O Habitat for Humanity	CONDOMINIUM (0400)
9104723	00093980-000307	84771 OVERSEAS HWY 307	WINDLEY KEY	C/O Habitat for Humanity	CONDOMINIUM (0400)
9104724	00093980-000308	84771 OVERSEAS HWY 308	WINDLEY KEY	C/O Habitat for Humanity	CONDOMINIUM (0400)
9104725	00093980-000309	84771 OVERSEAS HWY 309	WINDLEY KEY	C/O Habitat for Humanity	CONDOMINIUM (0400)
9104727	00093980-000311	84771 OVERSEAS HWY 311	WINDLEY KEY	C/O Habitat for Humanity	CONDOMINIUM (0400)



Harris Ocean Park Estates

1st Addition

PB01-139

Tavernier Villas (Revised)

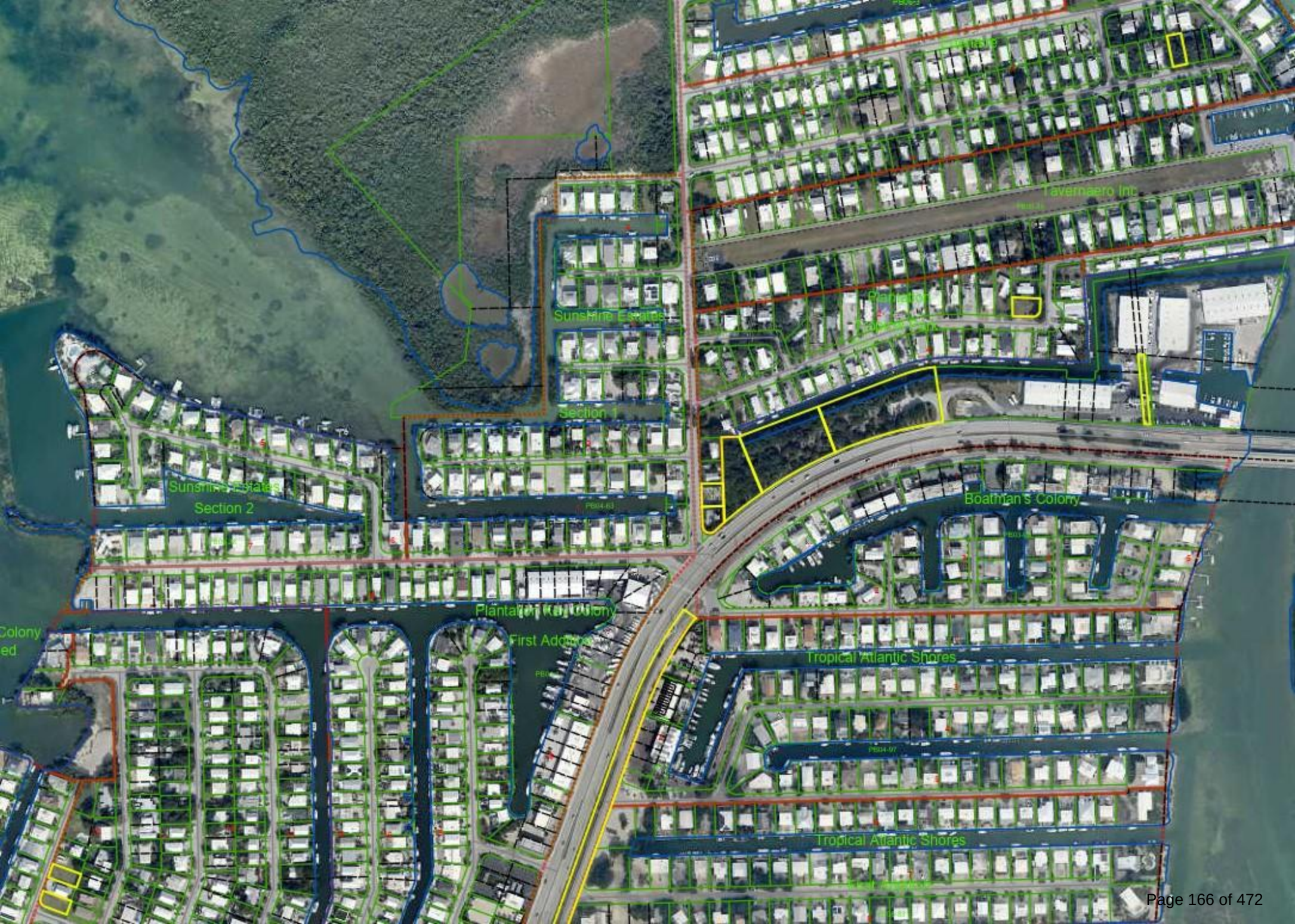
PB02-89

Palma Sola

PB01-115

Burton's Yacht Basin

PB02-119







Indian Waterways

Randal Adam's

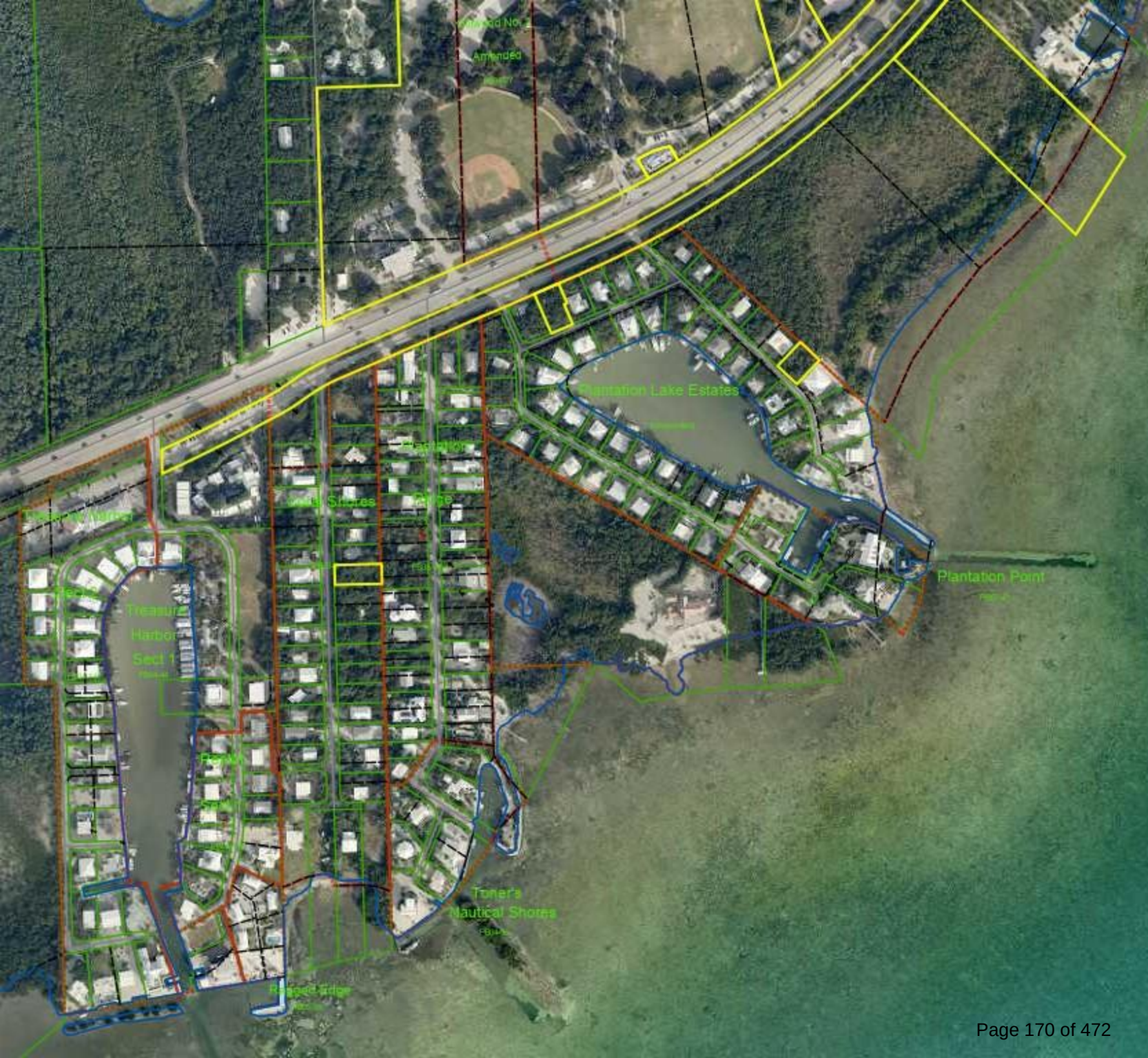
Lysilona

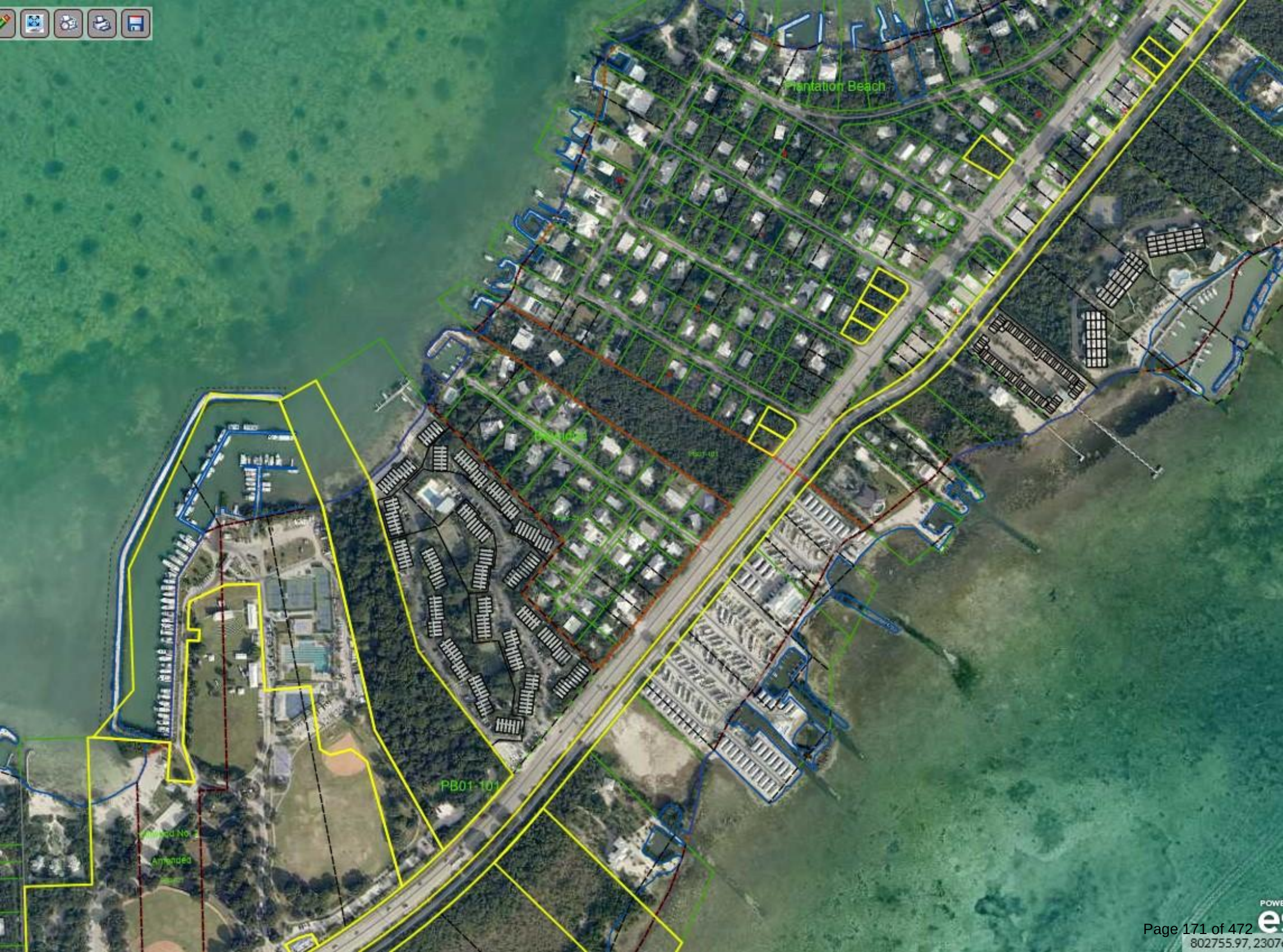
Tropical Coral Reef Estates

High Point

Main

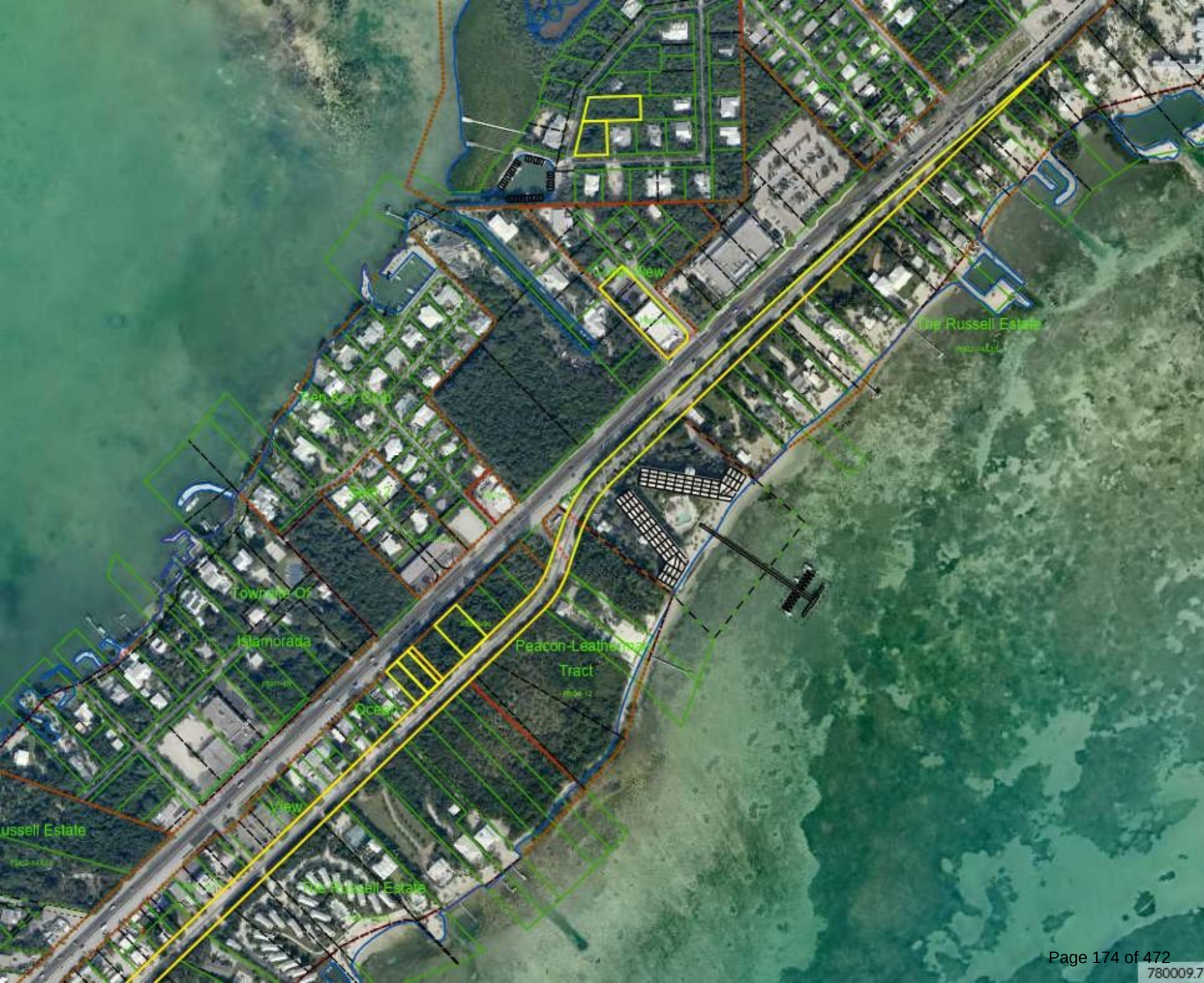


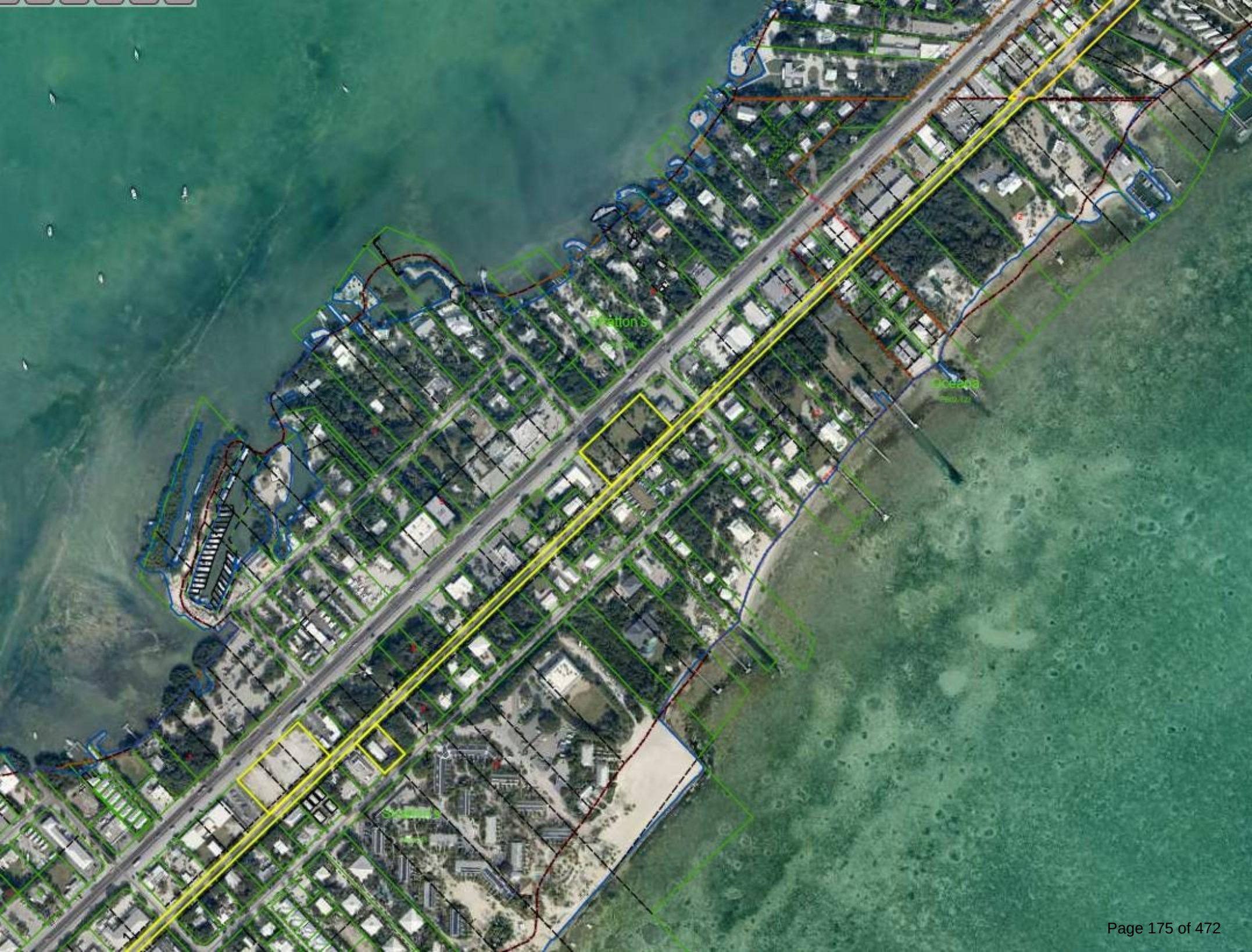


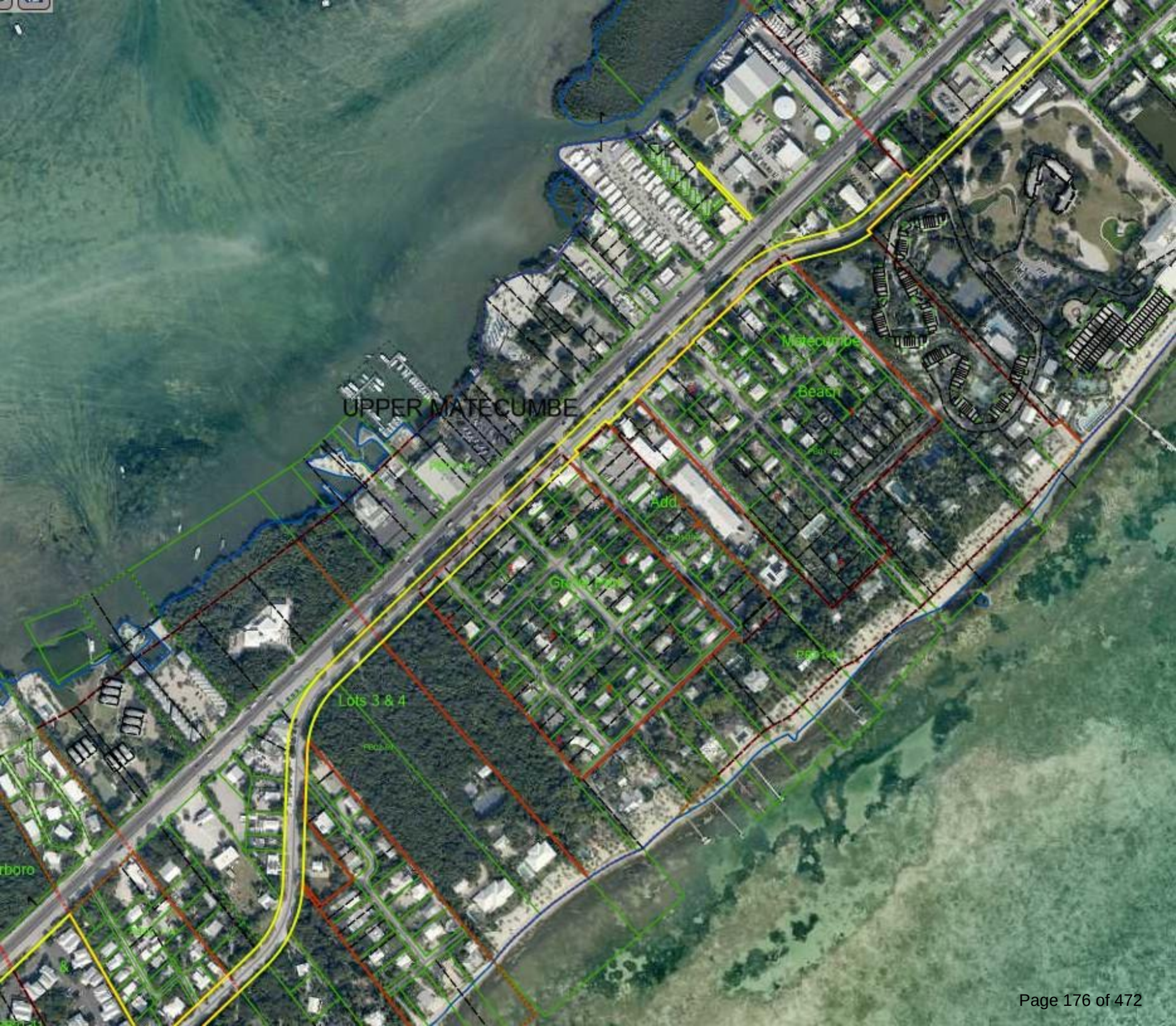












UPPER MATECUMBE

Matecumbe

Beach

Add

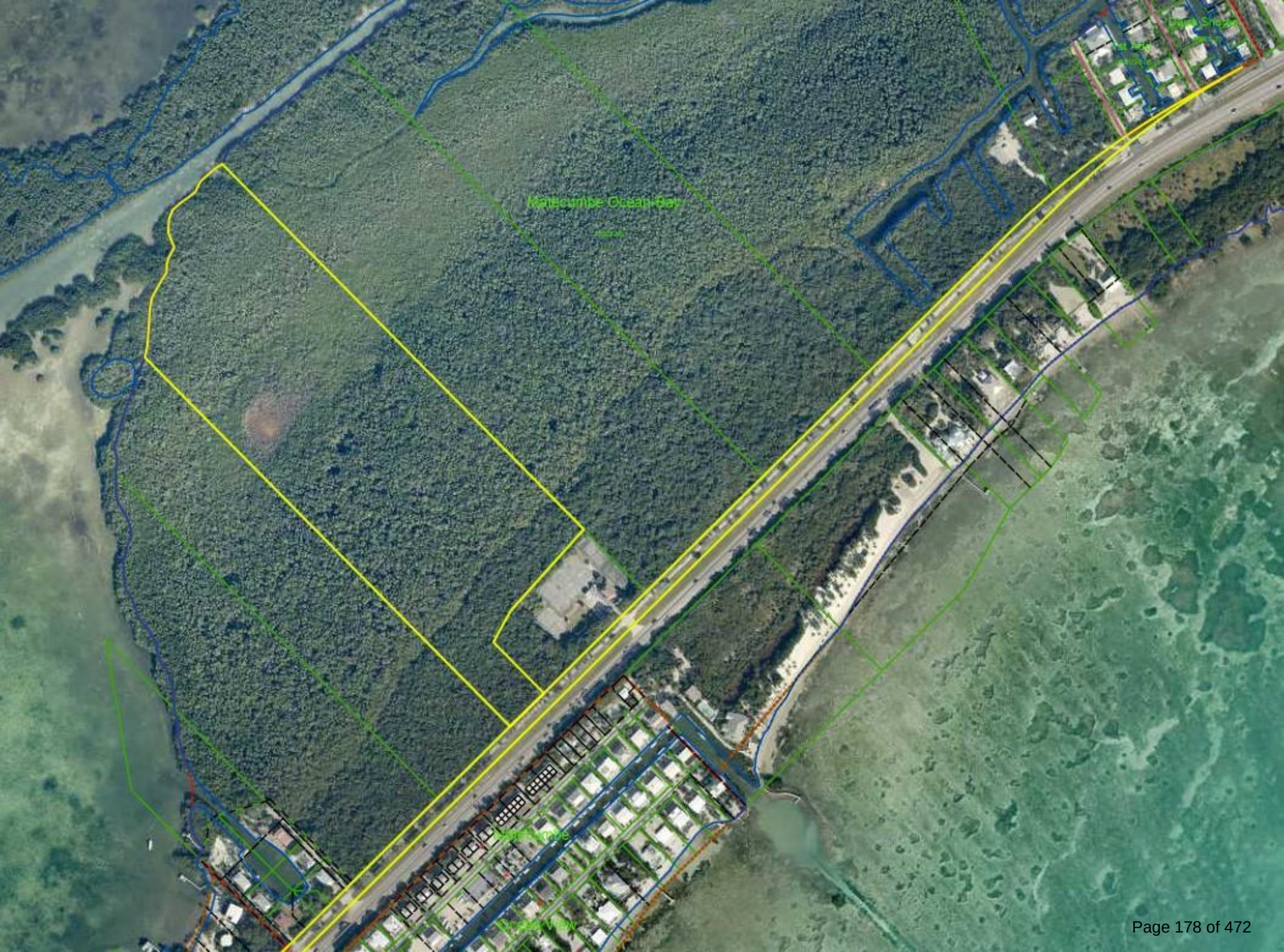
Green

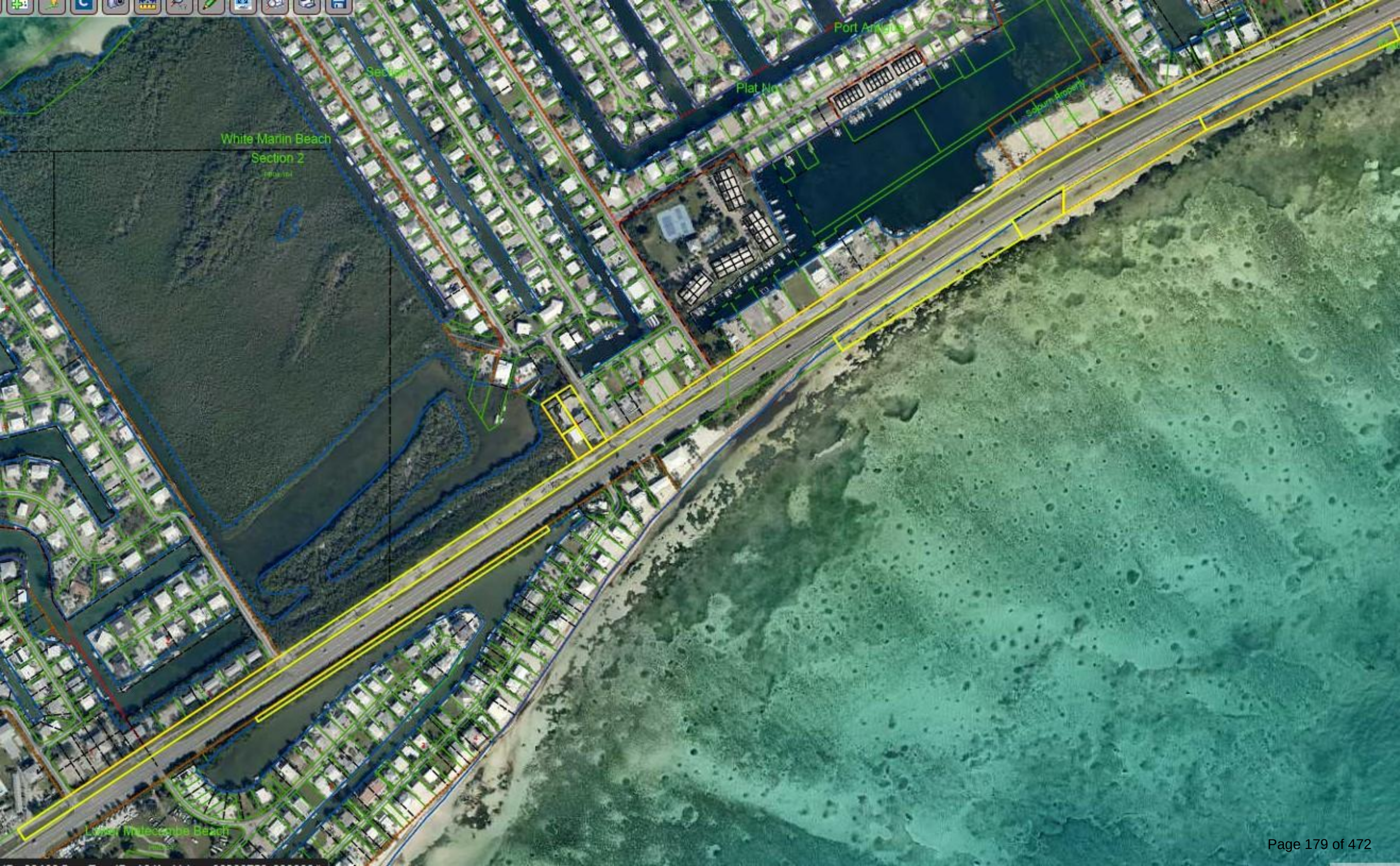
Lots 3 & 4

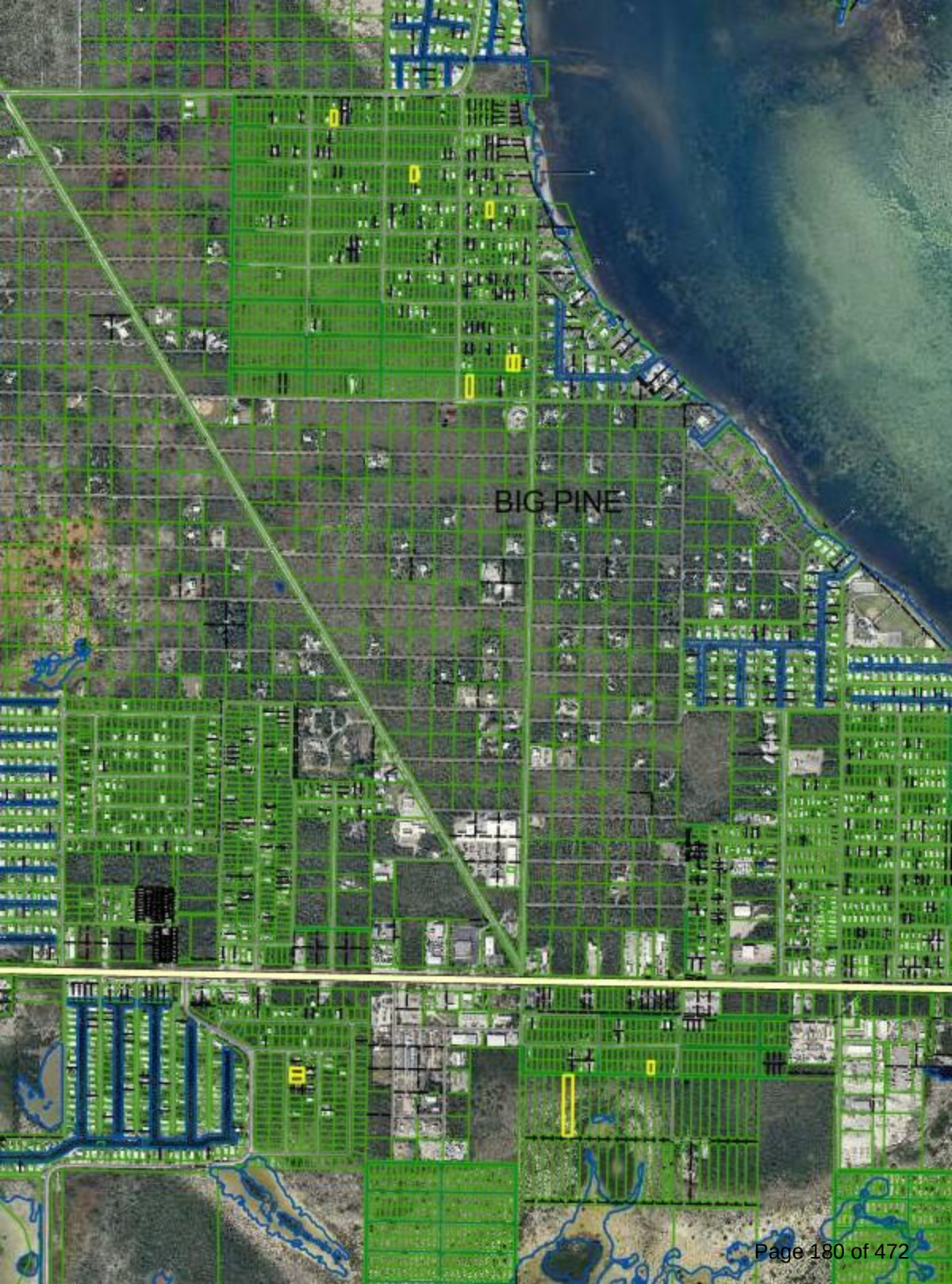
Boro

Boro









BIG PINE



MIDDLE TORCH



Council Communication

To: Mayor and Village Council
From: Ron Saunders, Village Manager
Date: June 10, 2025
SUBJECT: **Proposed Blackwood Drive Boat Ramp - Environmental Resources
Manager Peter Frezza TAB 6**

Background:

The Islamorada Village Council members have recently been discussing the need for additional or alternative boat launch facilities within the Village. While several long-term solutions are being pursued, a short-term solution is to improve the Village-owned Blackwood Drive launch site. The Blackwood Drive launch site is currently not an adequate or safe boat launch facility for standard vessels due to the shallow grade, unconsolidated substrate and lack of dockage and mooring (Exhibit A). Improving this boat launch facility would meet the need of establishing a functional public boat ramp in an ideal location on the bayside of Upper Matecumbe Key. If the Village Council would like to pursue the option of improving this boat ramp, the next step would be to complete the design and permitting work needed to construct a new boat ramp in this location. This would be a necessary first step to move into a construction phase. Village Staff will briefly present the idea of improving this boat ramp with background information on the subject and things to consider if the Council does wish to move forward with improving this boat ramp.

If the Council wishes to move forward, staff will then request a proposal for the design and permitting phase from a consulting firm within the Village's engineers and architects library. After the proposal is received, staff will then bring a Work Authorization with that firm to the Council for approval at its next regularly scheduled Village Council meeting. If approved, a contract would be executed between the Village and firm and the design and permitting work would begin immediately. It is expected that the design and permitting phase would take at least one year. This length of time is due to the challenging permitting due to the potential sensitive resources that may exist in the boat ramp's footprint, including seagrass and mangrove. Completion of the design and permitting phase would result in an engineered design package that could immediately be put out to bid for construction through a Request for Proposals.

Analysis:

na

Budget Impact:

na

Staff Impact:

na

Recommendation:

Staff is requesting direction to move forward with the design and permitting phase for the improvements to this boat ramp.

Attachments: 1. Ex. A photos

Exhibit A





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

May 6, 2025 - 5:30 PM
Founders Park Community Center
87000 Overseas Highway
Islamorada, FL 33036

MINUTES

I. CALL TO ORDER / ROLL CALL

Mayor Sharon Mahoney called the meeting to order at 05:27 PM

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

ABSENT:

II. PLEDGE OF ALLEGIANCE

Village Manager Ron Saunders led the Pledge of Allegiance.

Mayor Mahoney called for a moment of silence in honor of Merrick Dunn.

III. AGENDA: Requests for Deletion / Emergency Additions

Mayor Sharon Mahoney asked to add an update on the naming of the dog park.

Village Manager Ron Saunders clarified that the administrative procedures in the updated personnel policy would not be considered as part of tonight's agenda item.

Interim Village Attorney John Quick requested to move Tab 7 to the beginning of the Resolutions section of the agenda.

IV. REPORTS, PRESENTATIONS AND ANNOUNCEMENTS

A. Village Staff Service Awards Presentation - Human Resources Assistant Lindsay Babino **TAB 1**

Human Resources Assistant Lindsay Babino presented the Village Staff Service Awards to employees in recognition of their milestone work anniversaries.

B. Founders Park Boat Ramp Expansion Presentation - Environmental Resources Manager Peter Frezza **TAB 2**

Environmental Resources Manager Pete Frezza presented a history on the previous boat ramp at the Plantation Yacht Harbor, noting that by 1985 aerial photos show the area as covered in vegetation. He shared that there is dense seagrass and shallow water where the ramp used to be. He summarized the permitting challenges associated with the site, and noted that if it is an OFW zone

it is unlikely to be permitted.

He also presented some alternate sites that Council could consider and shared the challenges of using those sites, specifically due to lack of parking.

Mayor Sharon Mahoney opened public comment.

Speakers included:
Richard Black
Ted Benbow

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

After discussion, the consensus of Council was for Mayor Mahoney to work with Richard Black to complete a cost-free study of the options.

- C. Update on the Fills - Public Works Director A.J. Engelmeyer
Director of Public Works A.J. Engelmeyer noted the asphalt parking areas at the Fills have been removed. There was still work to be done to sod and stripe around the bike path, and he noted staff will continue monitoring the situation throughout the summer. It would become DOT's project later in the year.
- D. FCAA Update on the Water Main Project - Project Manager Aaron Cutler
FCAA Project Management Consultant Aaron Cutler provided an update on the water transmission main pipe replacement project. Crews were ahead of schedule in installing the new drinking water pipe. They appreciated the residents, the Council, and the staff's patience, and he noted that the worst part was over. Crews were expected to be out of the affected areas by May 15.

V. PUBLIC COMMENT

Mayor Sharon Mahoney opened public comment.

Speakers included:
Sandi Williams
Joe Wischmeier
Dianne Harbaugh
Barry Wray
Ed Davidson, representing the Florida Keys Citizens Coalition

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

VI. CITIZENS' ADVISORY COMMITTEE REPORTS & APPOINTMENTS

A. Appointments to Village Committees TAB 3

Council Members selected their preferences on tally sheets, which were collected, and the results tabulated by staff.

The meeting moved on to other business, and the names of the Committee

Members were announced at the end of the meeting.

It was decided that the administration would randomly select members at a later time to serve either a one or two-year term to implement staggered seats.

ACTION: Motion to Approve the appointments and have administration randomly select committee members for 1 or 2-year terms item VI.A. by Don Horton second by Deb Gillis;

Motion Passed with a 5:0 vote

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

NAYS: None

ABSTAIN: None

- B.** Nearshore Water Regulations Citizens Advisory Committee Report - Chair Dianne Harbaugh
Chair Dianne Harbaugh summarized the Near Shore Water Regulations Committee report and recommendations.

VII. MAYOR / COUNCIL COMMUNICATIONS

Mayor Sharon Mahoney announced there were eleven days left to vote on a name for the dog park honoring Mike Forster.

She encouraged residents to sign up for the Village newsletter.

VIII. VILLAGE ATTORNEY / VILLAGE MANAGER COMMUNICATIONS

- A.** Discussion of Village-Owned Properties (Village Manager Ron Saunders) **TAB 4**

Village Manager Ron Saunders indicated that the Finance staff had compiled a list of all the Village-owned properties and recommended holding town hall meetings for public input. He indicated he was looking into how we acquired properties outside the Village limits and was working to potentially swap those properties with the County.

- B.** Baseball Field Update (Village Manager Ron Saunders)

Village Manager Ron Saunders noted he had spoken individually with all five school board members, and they had all made commitments to making no changes without the Village's input. Mr. Saunders further noted that staff would give status updates every month at the Council Meeting.

- C.** Discussion of Agreement between Holiday Lightsapes, Inc. and Islamorada, Village of Islands to Provide Enhanced Holiday Decorations **TAB 5** Stefanie Peel, Assistant to the Village Manager

Assistant to the Village Manager Stefanie Peel noted she had been working with the Village's current holiday light vendor for a reduced scope of services and cost. Council offered suggestions and decided to discuss the issue more at a later time.

Ms. Peel noted staff would come back with a contract in June, but noted the impending tariffs may increase costs, so it would be best to finalize the pricing soon.

IX. CONSENT AGENDA

Tab 7 had been moved to the Resolutions section at the beginning of the meeting and Council Member Deb Gillis pulled Tab 12, which was moved to the Resolutions after consideration of Tab 7.

Mayor Sharon Mahoney opened public comment.

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

ACTION: Motion to Approve Consent Agenda Tabs 6, 8, 9, 10, 11, and 13 item IX. by Anna Richards second by Deb Gillis;
Motion Passed with a 5:0 vote

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

NAYS: None

ABSTAIN: None

A. Approval of Minutes: TAB 6

Regular Village Council Meeting - April 8, 2025
Land Use Village Council Meeting - April 10, 2025

B. Resolution Approving A Fourth Amendment to the Agreement Between Island Pride Cleaning And Lawn Service, Inc. and Islamorada, Village of Islands for Janitorial Services TAB 8 A.J. Engelmeyer, Public Works Director

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING A FOURTH AMENDMENT TO AGREEMENT BETWEEN ISLAND PRIDE CLEANING AND LAWN SERVICES, INC. AND ISLAMORADA, VILLAGE OF ISLANDS FOR JANITORIAL SERVICES; AUTHORIZING VILLAGE OFFICIALS TO IMPLEMENT THE TERMS AND CONDITIONS OF THE AMENDMENTS; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE AMENDMENTS; AND PROVIDING FOR AN EFFECTIVE DATE

C. Resolution Declaring Assets as Surplus Property and Authorizing Disposal of the Property Listed TAB 9 Lisa Lynch, Finance Director

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, DECLARING THE ASSETS SHOWN ON EXHIBIT "A" HERETO TO BE SURPLUS PROPERTY; AUTHORIZING DISPOSAL OF THE PROPERTY LISTED IN EXHIBIT "A" HERETO IN ACCORDANCE

WITH THE VILLAGE SURPLUS PROPERTY POLICY; AND PROVIDING AN EFFECTIVE DATE

- D. Resolution Approving the Authorization to Dispose of Surplus Vehicle, 2006 Sutphen Ladder Truck **TAB 10** Terry Abel, Fire Chief

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, DECLARING THE 2006 SUTPHEN LADDER TRUCK AS SURPLUS PROPERTY; AUTHORIZING DISPOSAL OF THE ASSET; AND PROVIDING AN EFFECTIVE DATE

- E. Resolution for Purchase and Installation of Emergency Lighting and Siren Package for Rescue Unit From South Florida Emergency Vehicles **TAB 11** Terry Abel, Fire Chief

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING THE PURCHASE AND INSTALLATION OF EMERGENCY LIGHTING PACKAGE FROM SOUTH FLORIDA EMERGENCY VEHICLES FOR THE VILLAGE FIRE RESCUE DEPARTMENT; AUTHORIZING THE VILLAGE MANAGER AND VILLAGE ATTORNEY TO EXECUTE NECESSARY DOCUMENTS; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING WAIVER OF COMPETITIVE BIDDING; AND PROVIDING FOR AN EFFECTIVE DATE

- F. Resolution Approving the Final Rankings and Recommendations of the RFP 25-02 Evaluation Committee for Emergency Management Consulting Services **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 25-02 EVALUATION COMMITTEE FOR EMERGENCY MANAGEMENT CONSULTING SERVICES; AUTHORIZING THE VILLAGE MANAGER TO NEGOTIATE AN AGREEMENT FOR THE REQUESTED SERVICES; AND PROVIDING FOR AN EFFECTIVE DATE

X. ****END OF CONSENT AGENDA****

XI. RESOLUTIONS

- A. Resolution Approving First Budget Amendment for FY2024-2025 **TAB 7** Lisa Lynch, Finance Director

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA,

**VILLAGE OF ISLANDS, FLORIDA, AMENDING THE VILLAGE'S
ADOPTED BUDGET FOR FISCAL YEAR 2024-2025; AND
PROVIDING AN EFFECTIVE DATE**

Finance Director Lisa Lynch provided an overview of the proposed budget amendment, noting that some projected revenues are tricky to budget, and staff make their best estimates based on experience and previous data.

Mayor Sharon Mahoney opened public comment.

Speakers included:
Joe Wischmeier

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

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

- B.** Resolution Approving a First Amendment To The Agreement Between The Board of County Commissioners for Monroe County, on behalf of the Tourist Development Council (TDC) and Islamorada, Village of Islands for the Completion Date Extension **TAB 12**

Danays Hernandez, Procurement and Grants Administrator

**A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA,
VILLAGE OF ISLANDS, FLORIDA, APPROVING A FIRST
AMENDMENT TO GRANT AGREEMENT #3243 BETWEEN
MONROE COUNTY, ON BEHALF OF THE TOURIST
DEVELOPMENT COUNCIL ("TDC") AND ISLAMORADA,
VILLAGE OF ISLANDS FOR FOUNDERS PARK BEACH
INCLUSIVE PLAYGROUND. TO REVISE THE COMPLETION
DATE OF THE PROJECT TO SEPTEMBER 30, 2026;
AUTHORIZING THE VILLAGE MAYOR TO EXECUTE THE FIRST
AMENDMENT; AUTHORIZING VILLAGE OFFICIALS TO
IMPLEMENT THE TERMS AND CONDITIONS OF THE
AGREEMENT; AUTHORIZING EXPENDITURE OF BUDGETED
FUNDS; AND PROVIDING OR EFFECTIVE DATE**

Council Member Deb Gillis indicated she had pulled this item from the Consent Agenda to highlight that the TDC approved paying 100% for this capital expense.

Finance Director Lisa Lynch said this agreement extends the use of these funds until the Comp Plan update has been completed.

ACTION: Motion to Approve the Amendment as presented item IX.G. by Deb Gillis second by Sharon Mahoney;

Motion Passed with a 5:0 vote

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

NAYS: None

ABSTAIN: None

- C. Adoption of an Initial Assessment Resolution for a Special Assessment for the Operation and Maintenance Costs for Canal 147 Restoration **TAB 14** Peter Frezza, Environmental Resources Manager

A RESOLUTION OF THE VILLAGE COUNCIL OF THE, ISLAMORADA VILLAGE OF ISLANDS, FLORIDA, RELATING TO THE CANAL RESTORATION PROGRAM; IMPOSING ANNUAL MAINTENANCE ASSESSMENTS FOR PROPERTIES LOCATED WITHIN THE CANAL 147 AREA IN LOWER MATECUMBE KEY WITHIN THE VILLAGE; ESTABLISHING LEGISLATIVE FINDINGS DETERMINING THAT SUCH REAL PROPERTY WILL DERIVE A SPECIAL BENEFIT FROM THE CANAL RESTORATION ACTIVITIES AND THE ONGOING OPERATIONS AND MAINTENANCE THEREOF AND THE REASONABLE APPORTIONMENT OF THE ASSESSMENT; ESTABLISHING THE TERMS AND CONDITIONS OF THE PROPOSED SPECIAL ASSESSMENT, INCLUDING ADMINISTRATIVE AND COLLECTION COSTS; ESTABLISHING THE AMOUNT OF THE ANNUAL CANAL OPERATIONS AND OPERATION ASSESSMENT FOR EACH PARCEL OF PROPERTY TO BE ASSESSED BASED ON THE METHODOLOGY SET FORTH HEREIN; DIRECTING PREPARATION OF THE ASSESSMENT ROLL; AUTHORIZING A PUBLIC HEARING AND DIRECTING THE PROVISION OF NOTICE THEREOF; AND PROVIDING AN EFFECTIVE DATE

Environmental Resources Manager Pete Frezza provided an overview of the proposed assessment. The Village was in the final phases of completing the canal restoration project, and the new assessment requires an Initial Assessment Resolution for the air curtain's ongoing maintenance. The timeline mandated by statute required the public hearing to be held on June 10 if the Council approved the initial assessment resolution.

Mr. Frezza noted that the five-year average rate was \$799 per parcel on the canal. He noted that the estimated costs were decided by the actual costs of a similar operation at the nearby Matecumbe Resort. It was noted that the first year had a smaller rate due to the Village covering the costs of the first year.

It was noted that while the original vote of property owners on the canal was 10 in favor of the assessment and 7 not in favor, an email sent to the Council that evening indicated the vote was now 9-9.

Interim Village Attorney John Quick noted the ongoing costs would have to be funded by the Village's general fund if the special assessment was not approved,

or the project would have to be discontinued.

Mayor Sharon Mahoney opened public comment.

Speakers included:

Mark Lewis

Alexis Jacobs-Krips

Mark Poole

Samantha Sanchez

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

After discussion and deliberation, a majority of the Council preferred to deny the assessment due to a lack of support from a clear majority of the residents.

ACTION: Motion to Deny the assessment and discontinue the project item XI.A. by Anna Richards second by Don Horton;
Motion Passed with a 4:1 vote

AYES: Sharon Mahoney, Don Horton, Steve Friedman, Anna Richards

NAYS: Deb Gillis

ABSTAIN: None

- D. Resolution Approving the Renewal of Software and Support for the Nutanix Disaster Recovery Cloud Cluster, Including the Addition of Data-at-Rest Encryption **TAB 15** Vince Tarves, Systems Engineer

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING THE RENEWAL OF NUTANIX SOFTWARE LICENSING AND SUPPORT, INCLUDING THE NCI SECURITY ADD ON, FROM SHI INTERNATIONAL CORP. ("SHI") FOR DISASTER RECOVERY AND BUSINESS CONTINUITY; AUTHORIZING THE VILLAGE ADMINISTRATOR TO EXECUTE ALL NECESSARY DOCUMENTS; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Mayor Sharon Mahoney opened public comment.

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

ACTION: Motion to Approve item XI.B. by Don Horton second by Anna Richards;

Motion Passed with a 5:0 vote

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

NAYS: None

ABSTAIN: None

- E. Approval of Updated Personnel Policy Manual **TAB 16** Jamie Terry, Human Resources Director

**A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA,
VILLAGE OF ISLANDS, FLORIDA ADOPTING AN UPDATED
VILLAGE PERSONNEL POLICY MANUAL; AUTHORIZING
VILLAGE OFFICIALS TO IMPLEMENT THE TERMS AND
CONDITIONS OF THE PERSONNEL POLICY MANUAL; AND
PROVIDING FOR AN EFFECTIVE DATE**

Interim Village Attorney John Quick clarified this item was for the personnel policy only and did not refer to the administrative procedures.

Human Resources Director Jamie Terry noted staff did a full revamp of the policy, including adding links so they don't need to be replaced when statute changes.

It was noted that administrative procedures for complaints against Council and Charter Officers would come back at a later time.

ACTION: Motion to Approve item XI.C. by Don Horton second by Deb Gillis;
Motion Passed with a 5:0 vote
AYES: Sharon Mahoney, Don Horton, Steve Friedman, Deb Gillis, Anna Richards
NAYS: None
ABSTAIN: None

- F. Resolution Approving the Purchase of a 2027/8 Sutphen F Series Program Pumper Truck to Replace Current 2013 Sutphen Custom Pumper Truck and Authorizing Disposal of Surplus Property **TAB 17**
Terry Abel, Fire Chief

**A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA,
VILLAGE OF ISLANDS, FLORIDA PIGGYBACKING
SOURCEWELL COOP CONTRACT #113021-SUT AND
APPROVING THE PURCHASE OF A SUTPHEN F SERIES
PUMPER TRUCK FROM SOUTH FLORIDA EMERGENCY
VEHICLES, LLC; AUTHORIZING THE VILLAGE MANAGER TO
EXECUTE NECESSARY DOCUMENTS; AUTHORIZING THE
VILLAGE MANAGER TO EXPEND BUDGETED FUNDS;
PROVIDING FOR PIGGYBACKING OF COMPETITIVE BID;
DECLARING THE 2013 SUTPHEN SHIELD CUSTOM PUMPER
AS SURPLUS PROPERTY; AUTHORIZING DISPOSAL OF THE
SURPLUS PROPERTY; AND PROVIDING FOR AN EFFECTIVE
DATE**

Fire Chief Terry Abel summarized that the request was necessary to begin the build process for a new pumper truck, noting it takes 42 months after approval by the Village to build the vehicle. He noted the 2013 unit in place now would become a reserve truck once the new truck is received in the Fall of 2028.

Chief Abel clarified that \$300,000 was allocated in this year's budget, and \$300,000 would continue to be budgeted for each of the next two years, then the remaining \$108,000 would be budgeted in the delivery year.

Mayor Sharon Mahoney opened public comment.

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

ACTION: Motion to Approve item XI.D. by Deb Gillis second by Don Horton;
Motion Passed with a 5:0 vote
AYES: Sharon Mahoney, Don Horton, Steve Friedman, Deb Gillis, Anna Richards
NAYS: None
ABSTAIN: None

XII. ORDINANCES

- A.** Ordinance Establishing a Uniform Date for Appointment of Committee Members - **First Reading TAB 18**

AN ORDINANCE OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, AMENDING CHAPTER 2 “ADMINISTRATION”, SECTION 2-332; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE

Interim Village Attorney John Quick noted the ordinance would amend Chapter 2 to set a uniform appointment date for all Village committee appointments to take place in May.

Additional stipulations requested by Council for the second reading were for no committee member to serve for more than two terms unless approved by Council and to continue appointments to the next Council meeting if the Council was unable to meet in May.

Interim Village Attorney John Quick noted that he would need to bring back a different ordinance to remove the requirement for extensions of a term to be approved by a super majority.

ACTION: Motion to Approve as written item XII.A. by Deb Gillis second by Anna Richards;
Motion Passed with a 5:0 vote
AYES: Sharon Mahoney, Don Horton, Steve Friedman, Deb Gillis, Anna Richards
NAYS: None
ABSTAIN: None

XIII. MOTIONS

- A.** Motion to Appoint Chief Building Official Sheila Denoncourt as Deputy Village Manager

Village Manager Ron Saunders requested to approve Chief Building Official Sheila Denoncourt as Deputy Village Manager. It was noted that Ms. Denoncourt would continue to serve as the Village's Chief Building Official and as Deputy Village Manager at times when Village Manager Saunders was away from the office.

Speakers included:
Joe Wischmeier

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

ACTION: Motion to Approve the Appointment of Sheila Denoncourt as Deputy Village Manager item XIII.A. by Deb Gillis second by Steve Friedman;

Motion Passed with a 5:0 vote

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

NAYS: None

ABSTAIN: None

XIV. **STATUS UPDATE (FORMERLY AFTER ACTION REPORT)**

A. Status Update - Formerly Known as After Action Report

XV. **ADJOURNMENT**

There being no further business, the meeting was adjourned at 9:27 p.m.



Marne McGrath, Village Clerk



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

May 8, 2025 - 5:30 PM
Founders Park Community Center
87000 Overseas Highway
Islamorada, FL 33036

MINUTES

I. CALL TO ORDER / ROLL CALL

Mayor Sharon Mahoney called the meeting to order at 5:30 p.m.

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

ABSENT:

II. PLEDGE OF ALLEGIANCE

Joe Wischmeier led the Pledge of Allegiance.

III. AGENDA: Requests for Deletion / Emergency Additions

There were no emergency additions or deletions to the agenda.

Planning Director Jennifer DeBoisbriand announced that Tab D, an administrative appeal at 73501 Overseas Highway, had been continued to July 24.

IV. PUBLIC COMMENT

Mayor Sharon Mahoney opened public comment.

Speakers included:

Joe Wischmeier

David deHaas-Grosseck

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

V. MAYOR / COUNCIL COMMUNICATIONS

Mayor Sharon Mahoney moved the quasi-judicial hearings to the beginning of the agenda at the request of the applicant's representative.

Mayor Sharon Mahoney asked staff to issue an RFQ for a grant writer. Village Manager Ron Saunders indicated that he knew Key West's contracted grant writer, Mike Langton, and suggested he come to the June 10 Council Meeting to share information about his services. Council stated its preference to issue an RFQ, but was amenable to

Mr. Langton presenting.

Mayor Mahoney asked about the Audubon Society's use of the Machado property, referring to a recent incident. She asked that the Village request a hold harmless clause and agreement with Audubon if it doesn't already have one.

VI. **VILLAGE ATTORNEY / VILLAGE MANAGER COMMUNICATIONS**

Interim Village Attorney John Quick noted that a recently adopted bill pre-empts municipal legislation from regulating electric vehicle charging stations.

Attorney Quick noted that SB 180 had been passed and presented for the Governor's signature. He indicated that a provision that had been added to the bill could potentially impact our Comp Plan or LDR, and he would keep the Council updated.

VII. **QUASI-JUDICIAL**

Interim Village Attorney John Quick read the quasi-judicial statement and indicated that testimony must be given in person. Mr. Quick noted the entire meeting packet was entered into the record and asked the Clerk to swear in the witnesses.

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

Interim Village Attorney John Quick noted the two quasi-judicial items were associated and would be discussed as one unless there was an objection from Council.

Planning Director Jennifer DeBoisbriand introduced the request and noted that staff recommends approval on second reading. Ty Harris represented the applicant and indicated nothing has changed since it was first approved by the council on first reading.

Council was asked to disclose any ex parte communications:

Council Member Steve Freidman had none.

Council Member Deb Gillis indicated she spoke with Ty Harris when the request came before the LPA while she was serving on it.

Council Member Anna Richards had none.

Vice Mayor Don Horton recused himself from the vote.

Mayor Sharon Mahoney noted she had spoken to Ty Harris when the issue first came up.

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

In favor: None

Opposed: Joe Wischmeier

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

ACTION: Motion to Approve item VIII.A. by Deb Gillis second by Anna Richards;

Motion Passed with a 4:0 vote

AYES: Sharon Mahoney, Steve Friedman, Deb Gillis, Anna Richards

NAYS: None

ABSTAIN: Don Horton

- B.** Ordinance Amendment to the Official Zoning Map for Parcel 00404730-000000 - **Second Reading TAB C** Jennifer DeBoisbriand , Planning Director

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

ACTION: Motion to Approve item VIII.B. by Deb Gillis second by Anna Richards;

Motion Passed with a 4:0 vote

AYES: Sharon Mahoney, Steve Friedman, Deb Gillis, Anna Richards

NAYS: None

ABSTAIN: Don Horton

VIII. **RESOLUTIONS**

- A.** Modifying Resolution No. 24-08-77 and Authorizing the Reservation of 3 Affordable Housing Allocations for Habitat for Humanity **TAB A** Jennifer DeBoisbriand , Planning Director
- A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, MODIFYING RESOLUTION NO. 24-08-77 AND AUTHORIZING 3 AFFORDABLE HOUSING UNIT ALLOCATIONS FOR AWARD TO HABITAT FOR HUMANITY FOR A PROPOSED DEVELOPMENT OFF**

**WRENN STREET ON A PARCEL IDENTIFIED WITH RE# 00422730-000200
AND NOT REQUIRING THAT THE 3 UNITS BE ON VILLAGE OWNED
PROPERTY; AND PROVIDING FOR AN EFFECTIVE DATE**

Planning Director Jennifer DeBoisbriand introduced the request noting this project is on property Habitat for Humanity acquired from Coral Isles Church off Wrenn Street. The project will consist of 4 single-family homes. Habitat has one allocation but needs three more to complete the project.

Mayor Sharon Mahoney opened public comment.

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

Interim Village Attorney John Quick suggested a motion to approve with the condition that if the three allocations are not utilized by May 31, 2028, they shall revert back to the Village under the conditions set forth in Resolution 24-08-77.

ACTION: Motion to Approve three allocations which will revert back to the Village if not used by May 31, 2028 item VIII.A. by Don Horton second by Deb Gillis;

Motion Passed with a 5:0 vote

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

NAYS: None

ABSTAIN: None

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

**A RESOLUTION OF THE VILLAGE COUNCIL OF
ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING
THE AGREEMENT WITH HOLIDAY LIGHTSCAPES, INC. TO
PROVIDE HOLIDAY DECORATIONS WITHIN THE VILLAGE.;
AUTHORIZING VILLAGE OFFICIALS TO IMPLEMENT THE
TERMS AND CONDITIONS OF THE AGREEMENT;
AUTHORIZING THE VILLAGE MANAGER TO EXPEND
BUDGETED FUNDS; AUTHORIZING THE VILLAGE MANAGER
TO EXECUTE THE AGREEMENT; PROVIDING FOR A WAIVER
OF COMPETITIVE BIDDING; AND PROVIDING FOR AN
EFFECTIVE DATE**

Council suggested getting the schools involved in Village holiday decorations. They acknowledged the need to phase in student decorations throughout the three-year contract before considering a move away from outside decorating contractors.

Mayor Sharon Mahoney opened public comment.

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

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

IX. ADJOURNMENT

Interim Village Attorney John Quick indicated that the Village has revocable licenses with the Audubon Society and does have a Hold Harmless agreement. He noted it is a one-year contract that automatically renews unless terminated by either party.

There being no further business, the meeting was adjourned at 6:27 p.m.



Marne McGrath, Village Clerk

Summary Minutes – March 29, 2025 Village Manager Candidate Interviews

	Jennifer DeBoisbriand	Theodore Munchmeyer	Ron Saunders	Mark Sohaney
Interview Time	Interviewer	Interviewer	Interviewer	Interviewer
9:00	Vice Mayor Horton	Councilwoman Richards	Councilwoman Gillis	Councilman Friedman
10:00	Mayor Mahoney	Vice Mayor Horton	Councilwoman Richards	Councilwoman Gillis
11:00	Councilman Friedman	Mayor Mahoney	Vice Mayor Horton	Councilwoman Richards
NOON	LUNCH	LUNCH	LUNCH	LUNCH
1:00	Councilwoman Gillis	Councilman Friedman	Mayor Mahoney	Vice Mayor Horton
2:00	Councilwoman Richards	Councilwoman Gillis	Councilman Friedman	Mayor Mahoney

Village Council finished the interviews a little after 3:00 p.m.

After breaks, Council convened in the conference room around 3:30 p.m. to direct staff on how they wanted to proceed. There was no discussion about individual candidates.

Acting Village Manager Sheila Denoncourt and Human Resources Director Jamie Terry asked Council if they felt they could decide with the candidates they had or if they wanted to look at more. The consensus (not a formal vote) was that they could decide from the four current candidates. The majority preferred to move forward with these four candidates. Council Member Friedman wanted to interview more.

The discussion ended with direction to move forward with the proposed Tuesday Regular Council Meeting, including the four candidates doing a brief presentation, followed by a Wednesday night meet-n-greet, and then the Council would make their selection on Thursday night.

The discussion ended around 4:00 p.m.



Council Communication

To: Mayor and Village Council
From: Marne McGrath, Village Clerk
Date: June 10, 2025
SUBJECT: **Resolution Authorizing Travel for Mayor Sharon Mahoney, Vice Mayor Don Horton, and Council Members Deb Gillis and Anna Richards to Attend the Florida League of Cities Annual Conference on August 14 - 16, 2025, in Orlando, Florida TAB 8**

Background:

The Florida League of Cities is the primary municipal advocacy organization in the state. The FLC hosts a variety of educational and networking opportunities throughout the year. Their premiere event is the FLC Annual Conference, which is always held in mid-August.

Analysis:

At its May 6, 2025, the Village Council adopted an updated personnel policy, which included Administrative Procedure FIN001 - Travel Authorization & Expense Reimbursement. Before the adoption of this Administrative Procedure, when Council Members wished to travel to conferences and events, the Village Clerk would create a travel authorization request to be approved by the Finance Director and Village Manager.

Part III of the Administrative Procedure for Travel Authorization for Elected Officials and Charter Officers states:

Any elected official or charter officer wishing to travel on official business and represent the Village should seek the approval of the members of the Village Council at a public meeting before the travel takes place.

Budget Impact:

Full estimated cost of attendance for Mayor Mahoney, Vice Mayor Horton, and Council Member Deb Gillis is \$2,192.37 per person.

Council Member Richards was already planning to be in the area and wouldn't have the travel and hotel expenses; therefore, her cost to attend is \$749.00.

The estimated cost of attendance for all members is \$7,326.11.

The Council Training Budget currently has \$2,744.00 available, and the Travel & Per Diem Budget has \$11,271.19 remaining for FY2024-25

Staff Impact:

The Finance staff processes the travel authorization, which is coordinated and submitted by the Village Clerk.

Recommendation:

Approve the resolution authorizing Council Member travel for Mayor Mahoney, Vice Mayor Horton, and Council Members Gillis and Richards to attend the FLC Annual Conference on August 14 - 16, 2025 in Orlando, FL.

- Attachments:**
1. Administrative Procedure - Travel
 2. Resolution Approving Council Travel - FLC Conference - Mahoney, Horton, Gillis, and Richards
 3. Sharon Mahoney - Travel Request FLC Conference
 4. Don Horton - Travel Request FLC Conference
 5. Deb Gillis - Travel Request FLC Conference
 6. Anna Richards - Travel Request FLC Conference



ADMINISTRATIVE PROCEDURE FIN001
TRAVEL AUTHORIZATION & EXPENSE REIMBURSEMENT
EFFECTIVE DATE: 06/01/2025

I. PURPOSE AND APPLICATION

The attendance of Village staff and elected officials at professional meetings, conference, training courses, or Village-sponsored events to conduct official Village business benefits employees and the Village through increased awareness of technical and administrative developments and through the exchange of ideas with peers. Additionally, travel may be part of an employee's official duties.

This procedure applies to pre-approved travel authorization and reimbursement of costs after travel completion for Village employees, elected officials, and other authorized persons. The purpose of the procedure is to:

- a. Provide a reasonable and systematic means by which travel for Village purposes may be approved and controlled, consistent with efficient and economical operation, and
- b. Standardize reimbursable travel costs and procedures, approval, and submittal of such costs for Village employees and officials regardless of funding source or purpose of trip.

II. TRAVEL AUTHORIZATION – VILLAGE EMPLOYEES

Although travel costs are generally included in Village's Fund and Departmental budgets, all travel undertaken by Village employees paid for by the Village must be authorized in advance by the employee's Department Head/Director, the Finance Director, and the Village Manager. Village employees shall obtain written approval to perform the travel, attend the meeting, etc., with estimated cost information including, support documents, before making any commitment to pay registration fees, purchase tickets, or incur any other costs.

In order to obtain approval, all individuals proposing to travel at Village expense must prepare and submit a Travel Authorization Request form (Attachment A) approved and signed by the Department Head/Director and submitted to the Finance Department. The Finance Department will verify that sufficient funds are available within the budgeted travel line item, and the Finance Director will sign off to confirm this verification. The Finance Department will forward the request to the Village Manager for final approval.



ADMINISTRATIVE PROCEDURE FIN001
TRAVEL AUTHORIZATION & EXPENSE REIMBURSEMENT
EFFECTIVE DATE: 06/01/2025

Failure to obtain the proper authorization prior to departing for the trip or incurring travel-related expenses relieves the Village of any responsibility to reimburse the costs of such travel from Village funds. When utilizing a Village vehicle for travel outside of Islamorada, failure to obtain the proper travel authorization prior to departing for the trip may result in disciplinary action.

III. TRAVEL AUTHORIZATION – ELECTED OFFICIALS & CHARTER OFFICERS

The Village will directly pay travel-related expenses for elected officials and charter officers, including the Mayor, Vice Mayor, and Council Members, or will reimburse expenses incurred by elected officials or charter officers for travel related to official duties. Payment to elected officials or charter officers for official travel will not exceed the expenses actually and necessarily incurred in carrying out official duties. The Village Clerk will assist elected officials in arranging travel and in preparing travel authorizations to determine estimated costs prior to travel. Any elected official or charter officer wishing to travel on official business and represent the Village should seek the approval of the members of the Village Council at a public meeting before the travel takes place.

IV. TRAVEL AUTHORIZATION – CONTRACTORS OR CONSULTANTS

Advance authorization of travel to be undertaken at Village expense by Village contractors or consultants shall be in accordance with the specific contractual requirements of the agreement between the Village and the contractor or consultant.

V. TRAVEL EXPENSES

Employees, elected officials, contractors or consultants traveling on Village business shall receive reimbursement of reasonable transportation costs and reasonable lodging costs in accordance with this procedure. Meals shall be reimbursed at either per-diem rates, or at actual reasonable expense supported by itemized receipts. Other reasonable incidental travel expenses, such as taxi fares, tolls, parking fees and registration fees, will be reimbursed at actual cost with a receipt or proof of payment. Excessive or unwarranted expenses will not be reimbursed. The following is the basis upon which reimbursement of travel expenses will be approved.

a. Transportation



ADMINISTRATIVE PROCEDURE FIN001
TRAVEL AUTHORIZATION & EXPENSE REIMBURSEMENT
EFFECTIVE DATE: 06/01/2025

- i. Travelers are expected to use the mode of travel that is most advantageous to the Village. All travel, whether by public transportation, privately-owned vehicle, or for-hire conveyance shall be the most direct, practical route. In cases where an employee travels by an indirect route for his or her own convenience, any extra costs will be borne by the employee. Reimbursement for expenses shall be based on the charges that would have occurred by a usually traveled route. Any deviations from a direct route must be explained on the Travel Authorization Request and/or Travel Expense Report.
- ii. The use of privately-owned vehicles for official travel is allowed when appropriate Village-owned vehicles are not available or upon prior approval by Department Head/Director and Village Manager. Whenever travel is by private vehicle, the traveler shall be entitled to a mileage reimbursement at the fixed rate specified in the current year IRS Standard Mileage Rates. When two or more authorized persons travel in one private vehicle, only the person supplying the vehicle shall receive such mileage reimbursement. Mileage shall be from point of origin to point of destination.
- iii. Employees shall use a Village Sun Pass transponder, available from the Finance Department if not already assigned to a vehicle, when traveling in Village vehicles and on the Florida toll road system. Employees shall also use the Village's fuel card assigned to each Village vehicle when traveling using a Village vehicle.
- iv. Air travel must be booked using economy or tourist class air fares unless no other alternative is available. Air travelers must attach their boarding passes or print a "screen shot" of their electronic boarding pass to the completed Travel Expense Report. If a ticket is canceled or changed strictly for the convenience of the traveler, the cancellation or associated change fees may not be reimbursable from Village funds. Travelers should carefully evaluate the circumstances and risk of cancellation prior to purchase of airline tickets.
- v. Vouchers submitted for payment of unused nonrefundable airline tickets, cancellation penalties or exchange penalties must include



ADMINISTRATIVE PROCEDURE FIN001
TRAVEL AUTHORIZATION & EXPENSE REIMBURSEMENT
EFFECTIVE DATE: 06/01/2025

documentation indicating that the costs were necessarily incurred in conducting Village business or the costs were incurred because of the illness of the traveler or the illness or death of a member of the traveler's immediate family.

- vi. Airport shuttle services may be considered when extended trips would result in airport parking charges in excess of the cost of the shuttle service. Reasonable shuttle services with fares most advantageous to the Village must be utilized.
- vii. Car rentals will be reimbursed at actual cost for the days approved for Village-reimbursable travel. A detailed receipt/invoice from the car rental agency must be provided with the complete Travel Expense Report.
- viii. Reimbursements for taxicabs, Uber, Lyft, or similar ride-share services to and from airports or events, parking fees and tolls will be reimbursed at actual costs only when receipts are provided. Maximum reimbursable tip is 20% for services.

b. Lodging

- i. Lodging expenses may vary with the area traveled, but all expenditures must be reasonable. Elected officials, employees and contractors traveling on official business for the Village are expected to use reasonably priced lodging accommodations. If a traveler chooses to upgrade a room due to personal preference (view, amenities, etc.), the traveler may be responsible for the cost difference between the standard room and upgraded room.
- ii. When traveling within the State of Florida, the traveler must make every effort to seek exemption from payment of sales and resort taxes on rental of hotel rooms. The Finance Department will supply the Village's Tax-Exempt certificate to employees and elected officials along with a Village travel credit card. It is the traveler's responsibility to confirm all hotel charges upon check-out, verify there are no additional unauthorized fees and that the taxes have been removed. If a traveler fails to have the taxes removed it will be their responsibility to contact the hotel for a refund.



ADMINISTRATIVE PROCEDURE FIN001
TRAVEL AUTHORIZATION & EXPENSE REIMBURSEMENT
EFFECTIVE DATE: 06/01/2025

- iii. A traveler may not claim subsistence allowance, per diem or lodging reimbursement for overnight travel within 50 map miles of his or her headquarters or residence (whichever is closer) unless the circumstances necessitating the overnight stay are fully explained by the traveler and approved by the Department Director and Village Manager.
- iv. The Village is responsible for lodging expenses for nights required for travel. The Village is not responsible for additional lodging charges. If an employee or elected official arrives earlier than necessary or extends more days than necessary for the purpose of the travel, the employee or elected official is responsible for payment of those expenses.

c. Meals

- i. The Per Diem reimbursement for meals without a receipt will be at the current amounts specified annually by the Federal Government by the General Services Administration as set forth in 41 C.F.R. Section 301-11.6, as amended, for the Miami area. Meal periods designated for reimbursement are as follows:
 - 1. Breakfast: When travel begins before 6:00 am and extends beyond 8:00 am
 - 2. Lunch: When travel begins before 12 Noon and extends beyond 2:00 pm
 - 3. Dinner: When travel begins before 6:00 pm and extends beyond 8:00 pm, or when travel occurs during nighttime hours due to special assignment
- ii. As an alternative to the per diem rates specified above, reimbursement for meals may be based on reasonable actual expenditures supported by the submission of detailed receipts. A receipt for a meal must include both an itemized listing of the food and beverage items purchased and proof of payment with a maximum reimbursable tip of 20% for services. The Village will not reimburse receipts without detail.



ADMINISTRATIVE PROCEDURE FIN001
TRAVEL AUTHORIZATION & EXPENSE REIMBURSEMENT
EFFECTIVE DATE: 06/01/2025

- iii. The Village will not reimburse the cost of alcoholic beverages or the associated costs such as taxes and tips. Separate checks are recommended for the purchase of alcoholic beverages.
 - iv. The total reimbursement for any combination of per diem and actual meal expenses will not exceed \$85.00 per day for an individual traveler unless the circumstances necessitating the excessive costs are fully explained in writing by the traveler and approved by the Village Manager.
 - v. Maximum reimbursement for tips is 20% of the total cost of food and non-alcoholic beverages.
 - vi. Charter Officers (Village Manager and in-house Village Attorney) may pay for or be reimbursed for meals during meetings with at least one other guest and wherein official Village business is discussed. The reimbursement amount may be for the actual cost of the meals, excluding alcoholic beverages, with a maximum tip of 20%. A detailed receipt must be provided to the Finance Department with the reimbursement request or to support a Village credit card charge. The name(s) of the guest(s) shall be provided with the reimbursement request.
- d. Other expenses
- i. Reimbursement for training, registration, and conference fees related to Village business will be based on actual cost. When requesting reimbursement, a brochure, agenda, invoice or other document detailing such fees and what they include must be provided with the Travel Expense Report. Any meals, lodging or other reimbursable expenses included in the registration fee will be deducted in accordance with the allowances provided for those items. Pre-planning to obtain advance registration discount rates and minimizing the number of staff who attend the same training session or conference is encouraged.
 - ii. The employee may be reimbursed for the actual and necessary fees for attending additional educational opportunities which are not included in the basic registration fees that directly relate to the



ADMINISTRATIVE PROCEDURE FIN001
TRAVEL AUTHORIZATION & EXPENSE REIMBURSEMENT
EFFECTIVE DATE: 06/01/2025

employee's position. Such expenses may include, but are not limited to, additional training sessions and other meal functions. It shall be the responsibility of the employee to substantiate that the charges are proper and necessary.

- iii. Miscellaneous tips for services outside the business purpose of the travel may be reimbursed if verifiable with a receipt. Excessive or generous tips may not be reimbursed even with receipts.

VI. TRAVEL ADVANCES

The Finance Department will make payments in advance to vendors for room deposits, registration or tuition fees and tickets on common carriers to cover the costs of travel that has been approved by the Village Manager. Such advances will be made to a vendor with the appropriate invoices or documentation along with a check request or credit card authorization request.

Cash Advances for travelers are available and must be requested one week prior to departure. Travel advance requests received less than 24 hours prior to travel could result in the travel advance not being processed before the expected departure time. Travelers may request a cash advance equal to the estimated mileage reimbursement and cost of meals based on per diem rates. The traveler will still need to complete the travel expense report upon returning from the travel. If the traveler fails to submit the travel expense report within 30 days of return from travel, the Village may require the traveler to refund any cash advance provided.

VII. REIMBURSEMENT

- a. Within thirty (30) days after return from authorized travel, the Village employee, official or contractor shall complete the Travel Expense Report form (Attachment B) which itemizes actual trip expenses and submit it to the Finance Department for reimbursement. Receipts for lodging, registration fees, transportation, and all other expenses for which reimbursement of costs is requested or has been made in advance must be attached to the Travel Expense Report form, as well as any other documentation required by Section 3.0. If itemized receipts for meal expenses are not provided, such meals may be reimbursed at the specified per diem rates.



ADMINISTRATIVE PROCEDURE FIN001
TRAVEL AUTHORIZATION & EXPENSE REIMBURSEMENT
EFFECTIVE DATE: 06/01/2025

- b. All expenses must be included on the report, including any advance items paid for by the Village. If the total amount of the Travel Expense Report exceeds the total cost authorized by the Village Manager on the associated Travel Authorization Request, additional Village Manager review/approval will be required prior to issuance of the reimbursement.
- c. The Finance Director will verify the amount of reimbursement based on the provisions of this procedure. The Finance Director may require an explanation of any expenditure considered excessive or questionable and/or may request Village Manager review of such questions prior to issuance of the reimbursement.
- d. Expense reimbursement to Village employees and elected officials will be done through payroll.
- e. Expense reimbursement to other authorized persons shall be done by check request through the Finance Department.

RESOLUTION NO. 25-

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING COUNCIL MEMBERS TO ATTEND THE FLORIDA LEAGUE OF CITIES CONFERENCE IN ORLANDO, FLORIDA ON AUGUST 14 – 16, 2025; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Florida League of Cities is the primary municipal advocacy organization in the state, and it hosts a variety of educational and networking opportunities throughout the year; and

WHEREAS, their premiere event is the FLC Annual Conference, which is held annually in mid-August; and

WHEREAS, it is in the public interest for elected officials to attend conferences and events to learn municipal government best practices and expand their network with other Florida elected officials; and

WHEREAS, at its May 6, 2025, the Village Council adopted an updated personnel policy, which included Administrative Procedure FIN001 - Travel Authorization & Expense Reimbursement; and

WHEREAS, Part III of the Administrative Procedure for Travel Authorization for Elected Officials and Charter Officers states: Any elected official or charter officer wishing to travel on official business and represent the Village should seek the approval of the members of the Village Council at a public meeting before the travel takes place; and

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

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

Section 2. Authorization of Village Officials. The Village Manager and/or his designee and the Village Clerk are authorized to take all necessary steps to register and make travel arrangements for the Council Members listed in this resolution.

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 Mayor Mahoney, Vice Mayor Horton, and Council Members Deb Gillis and Anna Richards to attend the Florida League of Cities Conference in Orlando, Florida, on August 14 – 16, 2025.

Section 4. Date. This Resolution shall take effect immediately for the Village Clerk to take the necessary steps to register Council Members and make travel arrangements.

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Motion to adopt by _____, second by _____.

FINAL VOTE AT ADOPTION

Mayor Sharon Mahoney _____

Vice Mayor Don Horton _____

Council Member Steve Friedman _____

Council Member Deb Gillis _____

Council Member Anna Richards _____

PASSED AND ADOPTED THIS ____ DAY OF _____, 2025.

SHARON MAHONEY, MAYOR

ATTEST:

MARNE MCGRATH, VILLAGE CLERK

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

JOHN J. QUICK, INTERIM VILLAGE ATTORNEY

ISLAMORADA, VILLAGE OF ISLANDS**Travel Authorization Request**

Attach Workshop/Course/Seminar Outline/Agenda/Program and other support for costs associated with travel.

SECTION 1 - TO BE COMPLETED BY EMPLOYEE REQUESTING TRAVEL AUTHORIZATIONEstimated Travel Expenses

Employee Name:	Sharon Mahoney	Registration Fee:	600.00
Department:	Village Council	Transportation:	424.41
Event:	Florida League of Cities Conference	Lodging/Hotel:	900.00
Actual Dates of Event:	August 14 -16, 2025	Meals / Per Diem:	121.00
Destination:	Orlando	Tolls & Parking:	146.96
Departure Date:	8/13/2025		
Return Date:	8/17/2025		
			Total: 2,192.37

Cash Advance Request:

I am requesting a cash advance equal to the estimated mileage reimbursement and cost of meals based on per diem rates. If I have not submitted a Travel Expense Report within thirty (30) days of the final date of travel, I authorize this advance to be deducted from my bi-weekly paycheck.

Employee Signature	Title	Date
--------------------	-------	------

SECTION 2 - TO BE COMPLETED BY THE FINANCE DEPARTMENT

Travel & Per Diem	GL Account #: -40	FY 24-25 Adopted Budget	
		Spent to date w/this request	
		Budget Balance	-
Training	GL Account #: -55	FY 24-25 Adopted Budget	
		Spent to date w/this request	
		Budget Balance	-

SECTION 3 - APPROVALS

Department Head / Director	Finance Director	Village Manager
----------------------------	------------------	-----------------

<u>Mileage</u>	<u>Total Miles</u>	<u>2025 Rate</u>	<u>Gross</u>
	606.60	0.7	424.62
<u>Meals</u>	<u>Per Diem</u>	<u># of Days</u>	<u>Gross</u>
Breakfast	6.00	2	12.00
Lunch	11.00	4	44.00
Dinner	19.00	4	76.00
			132.00

If a Village employee receives a professional certification paid for by the Village, the employee enters into an agreement with the Village in accordance with the following: If an employee voluntarily or involuntarily separates from the village (through resignation, termination or discharge, or retirement) within two (2) years following the completion of any education program and/or professional certification from which the Village has paid for, the cost of certification shall be repaid at a prorated rate by the employee immediately. If the employee fails to reimburse the Village for the prorated amount, then the Village will deduct the full amount from the employee's final paycheck and/or from outstanding wages, salary or accumulated time or separation pay.

Employee Signature

Date

ISLAMORADA, VILLAGE OF ISLANDS

Travel Expense Report

Employee Name: Sharon Mahoney
 Department: Village Council

Purpose of Travel: FLC Annual Conference
 Dates of Travel: August 13 - 17, 2025

Day:	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday		
Date:	08/17/25			08/13/25	08/14/25	08/15/25	08/16/25	TOTALS	Paid in advance or by credit card
Time of Departure:	noon			noon					
Time of Arrival:	5pm			5pm					

Meals

Breakfast	6.00				6.00			12.00	
Lunch	11.00			11.00	11.00	11.00		44.00	
Dinner				19.00	19.00	19.00	19.00	76.00	
Meals Total	17.00	-	-	30.00	19.00	30.00	19.00	132.00	-
								115.00	

Transportation

POV Mileage	# of miles	303.30			303.00				
Rate (eff. 1/1/2025):	0.7	212.31	-	-	212.10	-	-	-	424.41
Airfare								-	
Auto Rental								-	
Public Transit/Taxi/Uber								-	
Tolls		20.98			20.98			41.96	
Parking/Valet				25.00	25.00	25.00	25.00	100.00	
Transportation Total		233.29	-	-	258.08	25.00	25.00	566.37	-
								566.37	

Hotel & Other

Hotel per night					300.00	300.00	300.00	900.00	900.00
Telephone/Internet								-	
Misc.								-	
Misc.								-	
Hotel & Other Total		-	-	-	300.00	300.00	300.00	900.00	900.00
								900.00	

TOTALS	250.29	-	-	288.08	344.00	355.00	344.00	1,598.37	900.00
								1,581.37	

I hereby certify and affirm that the above expenses were actually incurred by me as necessary travel or other expenses in the performance of my official duties of the Village. The cost of meals or lodging included in registration fees has been deducted from this reimbursement request. The cost of alcoholic beverages have been or should be deducted from the reimbursement as well. The information contained herein is true and correct to the best of my knowledge.

Total Travel Expenses	1,598.37
Less Payment in Advance or by Credit Card	(900.00)
Amount Due To/(From) Employee	698.37

Employee Signature	Title	Date
--------------------	-------	------

ANNUAL CONFERENCE

Florida League of Cities



When local voices come together, great things happen. Our cities and issues may not be the same, but we're all united in making local choices.

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Future dates and locations are below.

August 13-15, 2026 at the Diplomat Beach Resort –
Hollywood

August 17-19, 2028 at the Diplomat Beach Resort –
Hollywood

2024 Conference Information

The **Florida League of Cities 2024 Annual Conference** was held **August 15-17** at the **Diplomat Beach Resort** in **Hollywood**.

Workshop presentations and a selection of recorded sessions are available below. *(Please Note: Not all sessions/workshops had presentation materials and some presenters may choose not to share their presentations online.)*

Thursday, August 15

Cybersecurity:
What to Know
Before You Get
Hacked
[CyberFlorida |
FL\[DS\]](#)

[Cities 101
Workshop](#)

Friday, August 16, 2024

[Best Practices for
Natural Disaster:
A Guide for
Elected Officials](#)

[Blueprints for
Change: Best
Practices for
Resolving
Florida's Housing
Crisis](#) [Samuel](#)

Saturday, August 17

[Michael Simas:
Florida Council of
100 Presentation
Maximizing Your
Membership:
Exploring FLC's
Services](#)

AI for Municipal	Staley Leslie
Leaders Tools	Deutch
Strategies and the	Speaking So They
Future	Hear You!
Retail Matters:	Citizen
From Downtown	Engagement:
to Big Box	Communicating
	Your Budget
	Homelessness in
	Public Areas:
	Practical
	Approaches to
	HB 1365 (2024)
	Understanding
	the Grant Puzzle:
	Setting Your City
	Up for Success
	The Future of
	Municipal Service
	Delivery

2023 Conference Information

The 2023 Annual Conference was held August 10-12 at the Signia by Hilton Orlando Bonnet Creek (14100 Bonnet Creek Resort Lane, Orlando, FL 32821). Click [here](#) to view the minutes.

Workshop presentations and a selection of recorded

Rooms & Suites

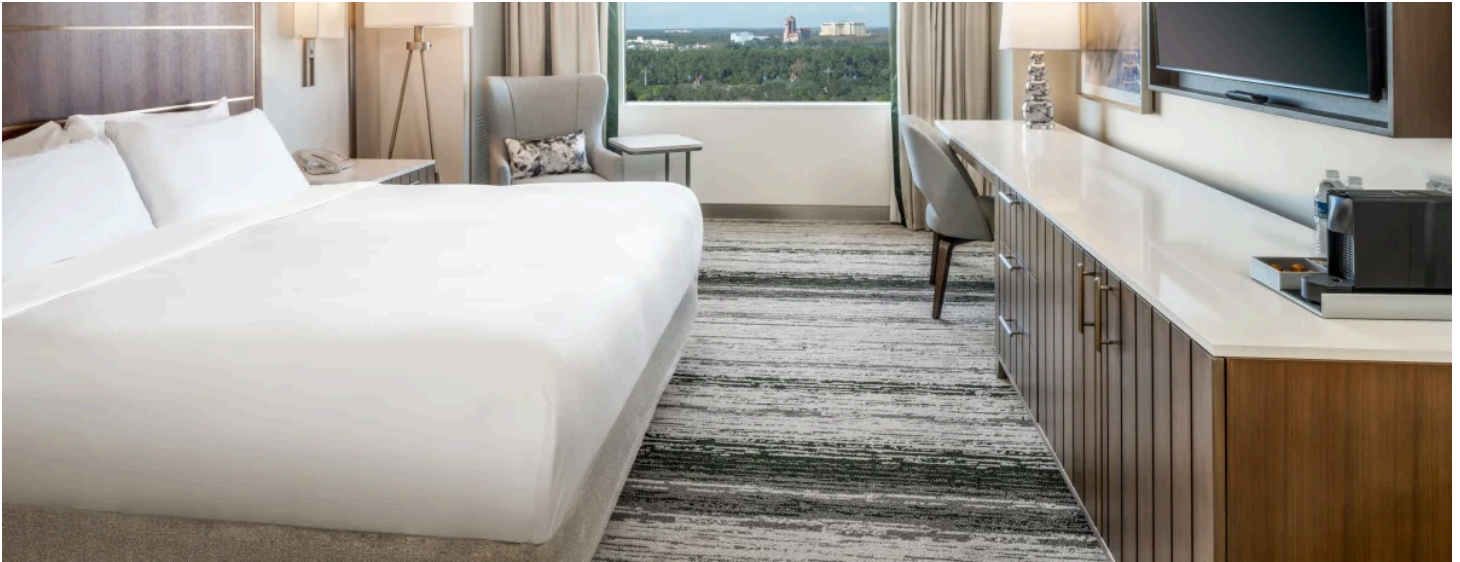
The rooms and suites at Signia by Hilton Orlando – *An Official Walt Disney World® Hotel* are the perfect blend of spectacular views paired with the comforts of home. Whether you're traveling for business, pleasure, or fun for the whole family, we have the ideal accommodations you're searching for. Choose from our selection of refined and spacious rooms that will have you feeling relaxed and right at home.

[View Virtual Tour](#)

Accommodations with magical Disney Views

Blend business with pleasure with this picture-perfect getaway for couples, families or executives. This well-appointed guest room boasts panoramic views of several Walt Disney World® Theme Parks, the resort's pool, golf course and Bonnet Creek Nature Preserve.





13 AUG WED | 17 AUG SUN

Find your best room

Filter by features



Guests



Beds



View

How many guests?

Adults  1  Kids  0  ☐ Accessible room

[< Previous](#)

[↻ Start again](#) [Next >](#)

We found 29 rooms for you based on your selections



2 Qn Mobility Accessible W/ Bathtub

 Sleeps 4

Explore From \$316

More Details

Price includes \$50.00 USD resort charge per night, but excludes tax



2 Queen Hearing Accessible

 Sleeps 4

Explore From \$316

More Details

Price includes \$50.00 USD resort charge per night, but excludes tax



1 King Mobility Accessible W/ Bathtub

 Sleeps 3

Explore From \$325

More Details

Price includes \$50.00 USD resort charge per night, but excludes tax



Nature Preserve View - 2 Queen Beds

 Sleeps 4  Nature Preserve View

Explore From \$325

More Details

Price includes \$50.00 USD resort charge per night, but excludes tax

87000 Overseas Hwy
to Signia-Orlando Bonnet Creek

4 hr 24 min

303.3 mi

IRS reimbursement: **\$203.18**

 Head toward Overseas Hwy. Go for 85 ft.

Then 0.02 mi

 Turn left onto Overseas Hwy (US-1). Go for 40.7 mi.

Then 40.7 mi

 Take ramp onto SR-821 N (Florida's Tpke) toward Florida's Turnpike North/Orlando/Miami Intl Airport. Go for 6.6 mi.

Then 6.6 mi

 Keep left onto Florida's Turnpike Express Lanes toward Express Lane. Go for 6.1 mi.

Then 6.1 mi

 Continue on SR-821 N (Florida's Tpke). Go for 7.1 mi.

Then 7.1 mi

 Keep left toward Florida's Tpke/SR-821 N. Go for 1.6 mi.

Then 1.6 mi

 Continue on SR-821 N (Florida's Tpke). Go for 0.3 mi.

Then 0.3 mi

 Keep left toward Florida's Tpke/SR-821 N. Go for 3.8 mi.

Then 3.8 mi

 Continue on SR-821 N (Florida's Tpke). Go for 0.6 mi.

Then 0.6 mi

 Keep left toward Florida's Tpke/SR-821 N. Go for 2.6 mi.

Then 2.6 mi _____

 Continue on SR-821 N (Florida's Tpke). Go for 19.2 mi.

Then 19.2 mi _____

 Continue on Florida's Tpke. Go for 203 mi.

Then 202.6 mi _____

 Take exit 251 onto SR-417-TOLL S (Central Florida GreeneWay). Go for 6.5 mi.

Then 6.5 mi _____

 Take exit 6 toward World Center Dr/SR-536/SR-535/I-4. Go for 0.7 mi.

Then 0.7 mi _____

 Continue on World Center Dr (SR-536 W). Go for 2.1 mi.

Then 2.1 mi _____

 Continue on Epcot Center Dr toward Disney World/SR-536. Go for 0.9 mi.

Then 0.9 mi _____

 Take the exit onto E Buena Vista Dr. Go for 0.4 mi.

Then 0.4 mi _____

 Turn left toward Chelonia Pkwy. Go for 0.1 mi.

Then 0.1 mi _____

 Turn left onto Chelonia Pkwy. Go for 1.2 mi.

Then 1.2 mi _____

 Turn right onto Bonnet Creek Resort Ln. Go for 505 ft.

Then 0.10 mi _____

 Turn right. Go for 305 ft.

Then 0.06 mi



Signia-Orlando Bonnet Creek

14100 Bonnet Creek Resort Ln, Orlando, FL 32821

Recent Trips

Florida's Turnpike - South Florida

Start: U.S. 1 (S. Dixie Hwy.)

End: International Drive

Florida's Turnpike - South Florida

Start: U.S. 1 (S. Dixie Hwy.)

End: I-95

Start Highway

Start: start route

End: end route

Map Legend

Interchange

Mainline Toll Point

Toll Lanes

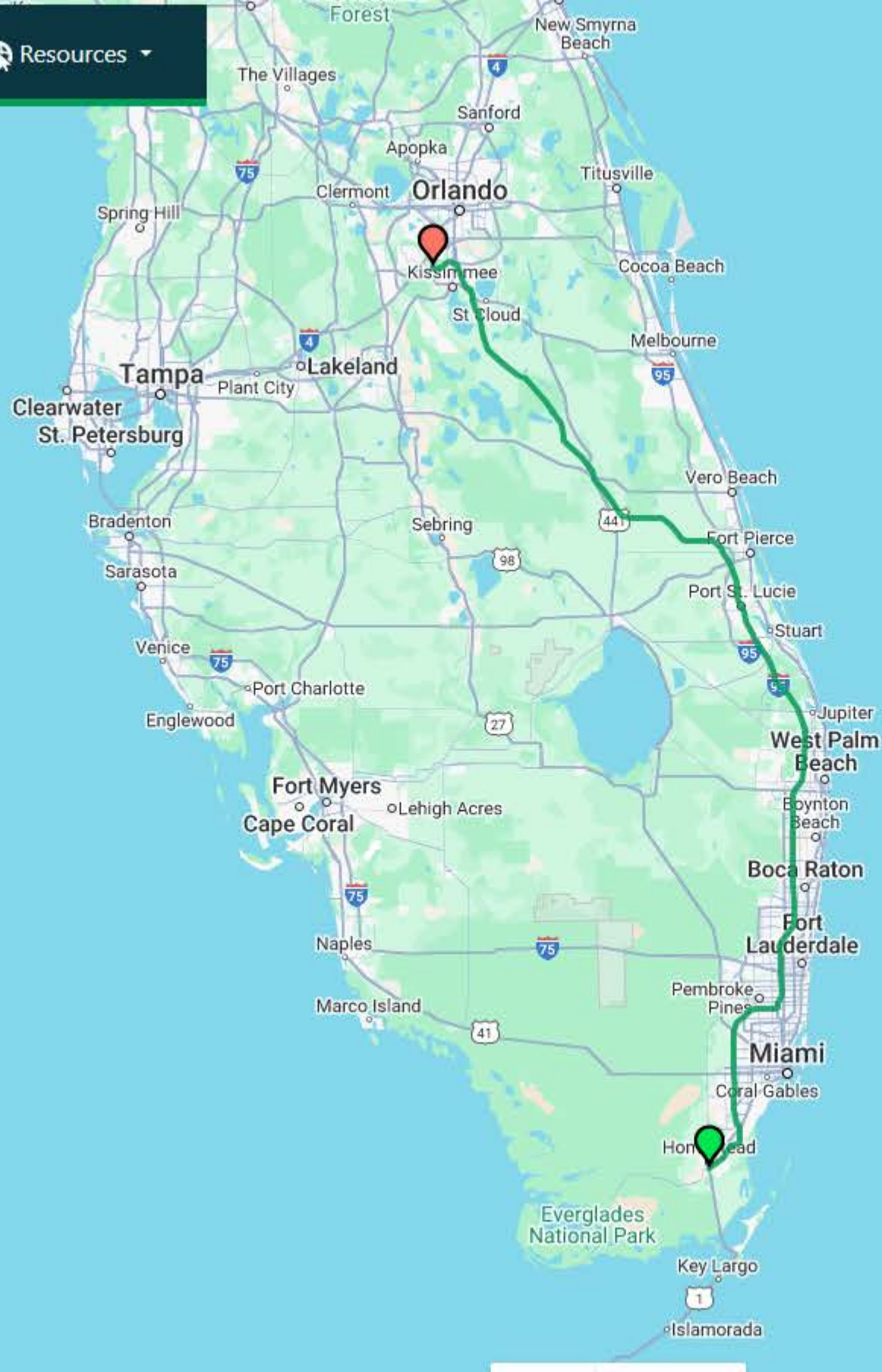
Service Plaza











Trip Calculator

Payment Type

Axle Count



2  

Traffic

Reset

Trip Cost : \$ 20.98

You saved \$7.14 with SunPass

[Route Detail](#)

ISLAMORADA, VILLAGE OF ISLANDS**Travel Authorization Request**

Attach Workshop/Course/Seminar Outline/Agenda/Program and other support for costs associated with travel.

SECTION 1 - TO BE COMPLETED BY EMPLOYEE REQUESTING TRAVEL AUTHORIZATIONEstimated Travel Expenses

Employee Name:	Don Horton	Registration Fee:	600.00
Department:	Village Council	Transportation:	424.41
Event:	Florida League of Cities Conference	Lodging/Hotel:	900.00
Actual Dates of Event:	August 14 -16, 2025	Meals / Per Diem:	121.00
Destination:	Orlando	Tolls & Parking:	146.96
Departure Date:	8/13/2025		
Return Date:	8/17/2025		
			Total: 2,192.37

Cash Advance Request:

I am requesting a cash advance equal to the estimated mileage reimbursement and cost of meals based on per diem rates. If I have not submitted a Travel Expense Report within thirty (30) days of the final date of travel, I authorize this advance to be deducted from my bi-weekly paycheck.

Employee Signature	Title	Date
--------------------	-------	------

SECTION 2 - TO BE COMPLETED BY THE FINANCE DEPARTMENT

Travel & Per Diem	GL Account #: -40	FY 24-25 Adopted Budget
		Spent to date w/this request
		Budget Balance -
Training	GL Account #: -55	FY 24-25 Adopted Budget
		Spent to date w/this request
		Budget Balance -

SECTION 3 - APPROVALS

Department Head / Director	Finance Director	Village Manager
----------------------------	------------------	-----------------

<u>Mileage</u>	<u>Total Miles</u>	<u>2025 Rate</u>	<u>Gross</u>
	606.60	0.7	424.62
<u>Meals</u>	<u>Per Diem</u>	<u># of Days</u>	<u>Gross</u>
Breakfast	6.00	2	12.00
Lunch	11.00	4	44.00
Dinner	19.00	4	76.00
			132.00

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Employee Signature

Date

ISLAMORADA, VILLAGE OF ISLANDS

Travel Expense Report

Employee Name: Don Horton
 Department: Village Council

Purpose of Travel: FLC Annual Conference
 Dates of Travel: August 13 - 17, 2025

Day:	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday		
Date:	08/17/25			08/13/25	08/14/25	08/15/25	08/16/25	TOTALS	Paid in advance or by credit card
Time of Departure:	noon			noon					
Time of Arrival:	5pm			5pm					

Meals

Breakfast	6.00				6.00			12.00	
Lunch	11.00			11.00	11.00	11.00		44.00	
Dinner				19.00	19.00	19.00	19.00	76.00	
Meals Total	17.00	-	-	30.00	19.00	30.00	19.00	132.00	-
								115.00	

Transportation

POV Mileage	# of miles	303.30			303.00				
Rate (eff. 1/1/2025):	0.7	212.31	-	-	212.10	-	-	-	424.41
Airfare								-	
Auto Rental								-	
Public Transit/Taxi/Uber								-	
Tolls		20.98			20.98			41.96	
Parking/Valet				25.00	25.00	25.00	25.00	100.00	
Transportation Total		233.29	-	-	258.08	25.00	25.00	566.37	-
								566.37	

Hotel & Other

Hotel per night					300.00	300.00	300.00	900.00	900.00
Telephone/Internet								-	
Misc.								-	
Misc.								-	
Hotel & Other Total		-	-	-	300.00	300.00	300.00	900.00	900.00
								900.00	

TOTALS	250.29	-	-	288.08	344.00	355.00	344.00	1,598.37	900.00
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Total Travel Expenses	1,598.37
Less Payment in Advance or by Credit Card	(900.00)
Amount Due To/(From) Employee	698.37

Employee Signature	Title	Date
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What to Know
Before You Get
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FL\[DS\]](#)

[Cities 101
Workshop](#)

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Natural Disaster:
A Guide for
Elected Officials](#)

[Blueprints for
Change: Best
Practices for
Resolving
Florida's Housing
Crisis](#) [Samuel](#)

Saturday, August 17

[Michael Simas:
Florida Council of
100 Presentation
Maximizing Your
Membership:
Exploring FLC's
Services](#)

AI for Municipal	Staley Leslie
Leaders Tools	Deutch
Strategies and the	Speaking So They
Future	Hear You!
Retail Matters:	Citizen
From Downtown	Engagement:
to Big Box	Communicating
	Your Budget
	Homelessness in
	Public Areas:
	Practical
	Approaches to
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	Understanding
	the Grant Puzzle:
	Setting Your City
	Up for Success
	The Future of
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	Delivery

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Workshop presentations and a selection of recorded

Rooms & Suites

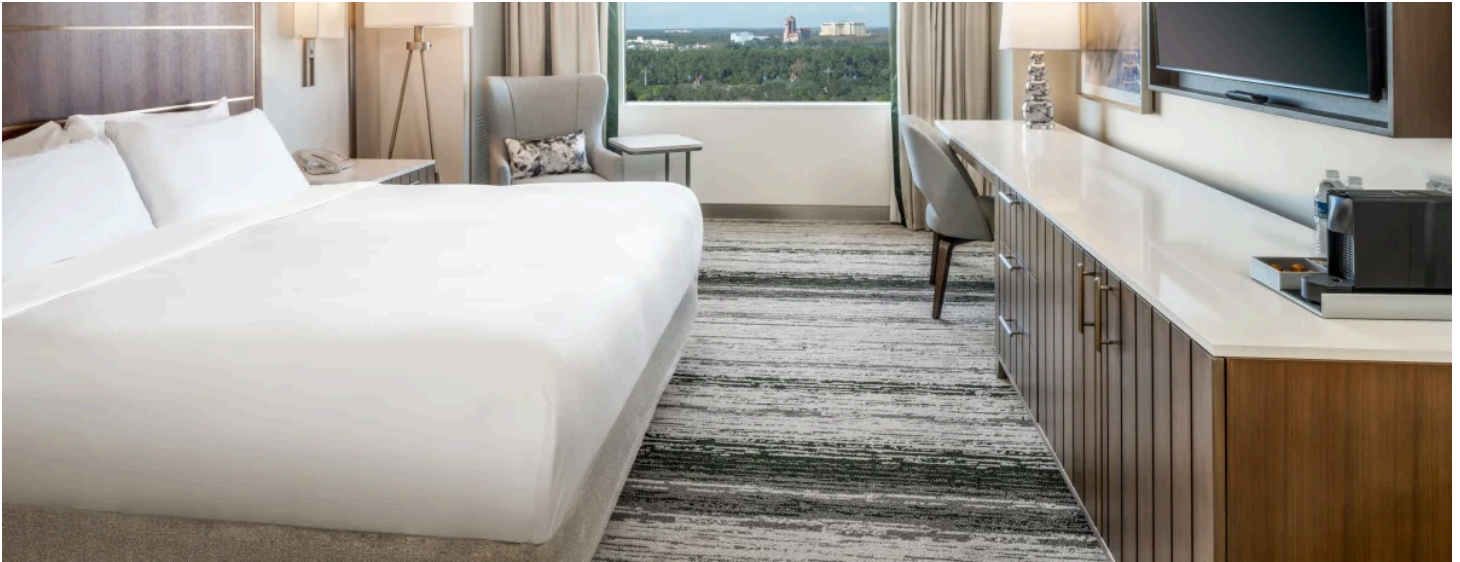
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13 AUG WED | 17 AUG SUN

Find your best room

Filter by features



Guests



Beds



View

How many guests?

Adults 1 Kids 0 ☐ Accessible room

[< Previous](#)

[↻ Start again](#) [Next >](#)

We found 29 rooms for you based on your selections



2 Qn Mobility Accessible W/ Bathtub

 Sleeps 4

Explore From \$316

More Details

Price includes \$50.00 USD resort charge per night, but excludes tax



2 Queen Hearing Accessible

 Sleeps 4

Explore From \$316

More Details

Price includes \$50.00 USD resort charge per night, but excludes tax



1 King Mobility Accessible W/ Bathtub

 Sleeps 3

Explore From \$325

More Details

Price includes \$50.00 USD resort charge per night, but excludes tax



Nature Preserve View - 2 Queen Beds

 Sleeps 4  Nature Preserve View

Explore From \$325

More Details

Price includes \$50.00 USD resort charge per night, but excludes tax

87000 Overseas Hwy
to Signia-Orlando Bonnet Creek

4 hr 24 min

303.3 mi

IRS reimbursement: **\$203.18**

 Head toward Overseas Hwy. Go for 85 ft.

Then 0.02 mi

 Turn left onto Overseas Hwy (US-1). Go for 40.7 mi.

Then 40.7 mi

 Take ramp onto SR-821 N (Florida's Tpke) toward Florida's Turnpike North/Orlando/Miami Intl Airport. Go for 6.6 mi.

Then 6.6 mi

 Keep left onto Florida's Turnpike Express Lanes toward Express Lane. Go for 6.1 mi.

Then 6.1 mi

 Continue on SR-821 N (Florida's Tpke). Go for 7.1 mi.

Then 7.1 mi

 Keep left toward Florida's Tpke/SR-821 N. Go for 1.6 mi.

Then 1.6 mi

 Continue on SR-821 N (Florida's Tpke). Go for 0.3 mi.

Then 0.3 mi

 Keep left toward Florida's Tpke/SR-821 N. Go for 3.8 mi.

Then 3.8 mi

 Continue on SR-821 N (Florida's Tpke). Go for 0.6 mi.

Then 0.6 mi

 Keep left toward Florida's Tpke/SR-821 N. Go for 2.6 mi.

Then 2.6 mi

 Continue on SR-821 N (Florida's Tpke). Go for 19.2 mi.

Then 19.2 mi

 Continue on Florida's Tpke. Go for 203 mi.

Then 202.6 mi

 Take exit 251 onto SR-417-TOLL S (Central Florida GreeneWay). Go for 6.5 mi.

Then 6.5 mi

 Take exit 6 toward World Center Dr/SR-536/SR-535/I-4. Go for 0.7 mi.

Then 0.7 mi

 Continue on World Center Dr (SR-536 W). Go for 2.1 mi.

Then 2.1 mi

 Continue on Epcot Center Dr toward Disney World/SR-536. Go for 0.9 mi.

Then 0.9 mi

 Take the exit onto E Buena Vista Dr. Go for 0.4 mi.

Then 0.4 mi

 Turn left toward Chelonia Pkwy. Go for 0.1 mi.

Then 0.1 mi

 Turn left onto Chelonia Pkwy. Go for 1.2 mi.

Then 1.2 mi

 Turn right onto Bonnet Creek Resort Ln. Go for 505 ft.

Then 0.10 mi

 Turn right. Go for 305 ft.

Then 0.06 mi

 **Signia-Orlando Bonnet Creek**
14100 Bonnet Creek Resort Ln, Orlando, FL 32821

End: end route

Service Plaza

Trip Calculator

Payment Type

2

 Traffic Reset

Trip Cost : \$ 20.98

You saved \$7.14 with [SunPass](#)

Route Detail

ISLAMORADA, VILLAGE OF ISLANDS**Travel Authorization Request**

Attach Workshop/Course/Seminar Outline/Agenda/Program and other support for costs associated with travel.

SECTION 1 - TO BE COMPLETED BY EMPLOYEE REQUESTING TRAVEL AUTHORIZATIONEstimated Travel Expenses

Employee Name:	Deb Gillis	Registration Fee:	600.00
Department:	Village Council	Transportation:	424.41
Event:	Florida League of Cities Conference	Lodging/Hotel:	900.00
Actual Dates of Event:	August 14 -16, 2025	Meals / Per Diem:	121.00
Destination:	Orlando	Tolls & Parking:	146.96
Departure Date:	8/13/2025		
Return Date:	8/17/2025		
			Total: 2,192.37

Cash Advance Request:

I am requesting a cash advance equal to the estimated mileage reimbursement and cost of meals based on per diem rates. If I have not submitted a Travel Expense Report within thirty (30) days of the final date of travel, I authorize this advance to be deducted from my bi-weekly paycheck.

Employee Signature	Title	Date
--------------------	-------	------

SECTION 2 - TO BE COMPLETED BY THE FINANCE DEPARTMENT

Travel & Per Diem	GL Account #: -40	FY 24-25 Adopted Budget	
		Spent to date w/this request	
		Budget Balance	-
Training	GL Account #: -55	FY 24-25 Adopted Budget	
		Spent to date w/this request	
		Budget Balance	-

SECTION 3 - APPROVALS

Department Head / Director	Finance Director	Village Manager
----------------------------	------------------	-----------------

<u>Mileage</u>	<u>Total Miles</u>	<u>2025 Rate</u>	<u>Gross</u>
	606.60	0.7	424.62
<u>Meals</u>	<u>Per Diem</u>	<u># of Days</u>	<u>Gross</u>
Breakfast	6.00	2	12.00
Lunch	11.00	4	44.00
Dinner	19.00	4	76.00
			132.00

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Employee Signature

Date

ISLAMORADA, VILLAGE OF ISLANDS
Travel Expense Report

Employee Name: Deb Gillis
Department: Village Council

Purpose of Travel: FLC Annual Conference
Dates of Travel: August 13 - 17, 2025

Day:	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday		
Date:	08/17/25			08/13/25	08/14/25	08/15/25	08/16/25	TOTALS	Paid in advance or by credit card
Time of Departure:	noon			noon					
Time of Arrival:	5pm			5pm					

Meals

Breakfast	6.00				6.00			12.00	
Lunch	11.00			11.00	11.00	11.00		44.00	
Dinner				19.00	19.00	19.00	19.00	76.00	
Meals Total	17.00	-	-	30.00	19.00	30.00	19.00	132.00	-
								115.00	

Transportation

POV Mileage	# of miles	303.30			303.00				
Rate (eff. 1/1/2025):	0.7	212.31	-	-	212.10	-	-	-	424.41
Airfare								-	
Auto Rental								-	
Public Transit/Taxi/Uber								-	
Tolls		20.98			20.98			41.96	
Parking/Valet				25.00	25.00	25.00	25.00	100.00	
Transportation Total		233.29	-	-	258.08	25.00	25.00	566.37	-
								566.37	

Hotel & Other

Hotel per night					300.00	300.00	300.00	900.00	900.00
Telephone/Internet								-	
Misc.								-	
Misc.								-	
Hotel & Other Total		-	-	-	300.00	300.00	300.00	900.00	900.00
								900.00	

TOTALS	250.29	-	-	288.08	344.00	355.00	344.00	1,598.37	900.00
								1,581.37	

I hereby certify and affirm that the above expenses were actually incurred by me as necessary travel or other expenses in the performance of my official duties of the Village. The cost of meals or lodging included in registration fees has been deducted from this reimbursement request. The cost of alcoholic beverages have been or should be deducted from the reimbursement as well. The information contained herein is true and correct to the best of my knowledge.

Total Travel Expenses	1,598.37
Less Payment in Advance or by Credit Card	(900.00)
Amount Due To/(From) Employee	698.37

Employee Signature	Title	Date
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ANNUAL CONFERENCE

Florida League of Cities



When local voices come together, great things happen. Our cities and issues may not be the same, but we're all united in making local choices.

The FLC annual conference is an opportunity for municipal officials and senior staff to enhance leadership skills, learn from municipal experts, share ideas with peers, discuss strategies for Florida's future and hear about the latest in products and services for municipal governments.

The **2025 Annual Conference** will be held on **August 14-16** at the **Signia by Hilton Orlando Bonnet Creek**.

Future dates and locations are below.

August 13-15, 2026 at the Diplomat Beach Resort –
Hollywood

August 17-19, 2028 at the Diplomat Beach Resort –
Hollywood

2024 Conference Information

The **Florida League of Cities 2024 Annual Conference** was held **August 15-17** at the **Diplomat Beach Resort** in **Hollywood**.

Workshop presentations and a selection of recorded sessions are available below. *(Please Note: Not all sessions/workshops had presentation materials and some presenters may choose not to share their presentations online.)*

Thursday, August 15

Cybersecurity:
What to Know
Before You Get
Hacked
[CyberFlorida |
FL\[DS\]](#)

[Cities 101
Workshop](#)

Friday, August 16, 2024

[Best Practices for
Natural Disaster:
A Guide for
Elected Officials](#)

[Blueprints for
Change: Best
Practices for
Resolving
Florida's Housing
Crisis](#) [Samuel](#)

Saturday, August 17

[Michael Simas:
Florida Council of
100 Presentation
Maximizing Your
Membership:
Exploring FLC's
Services](#)

AI for Municipal	Staley Leslie
Leaders Tools	Deutch
Strategies and the	Speaking So They
Future	Hear You!
Retail Matters:	Citizen
From Downtown	Engagement:
to Big Box	Communicating
	Your Budget
	Homelessness in
	Public Areas:
	Practical
	Approaches to
	HB 1365 (2024)
	Understanding
	the Grant Puzzle:
	Setting Your City
	Up for Success
	The Future of
	Municipal Service
	Delivery

2023 Conference Information

The 2023 Annual Conference was held August 10-12 at the Signia by Hilton Orlando Bonnet Creek (14100 Bonnet Creek Resort Lane, Orlando, FL 32821). Click [here](#) to view the minutes.

Workshop presentations and a selection of recorded

Rooms & Suites

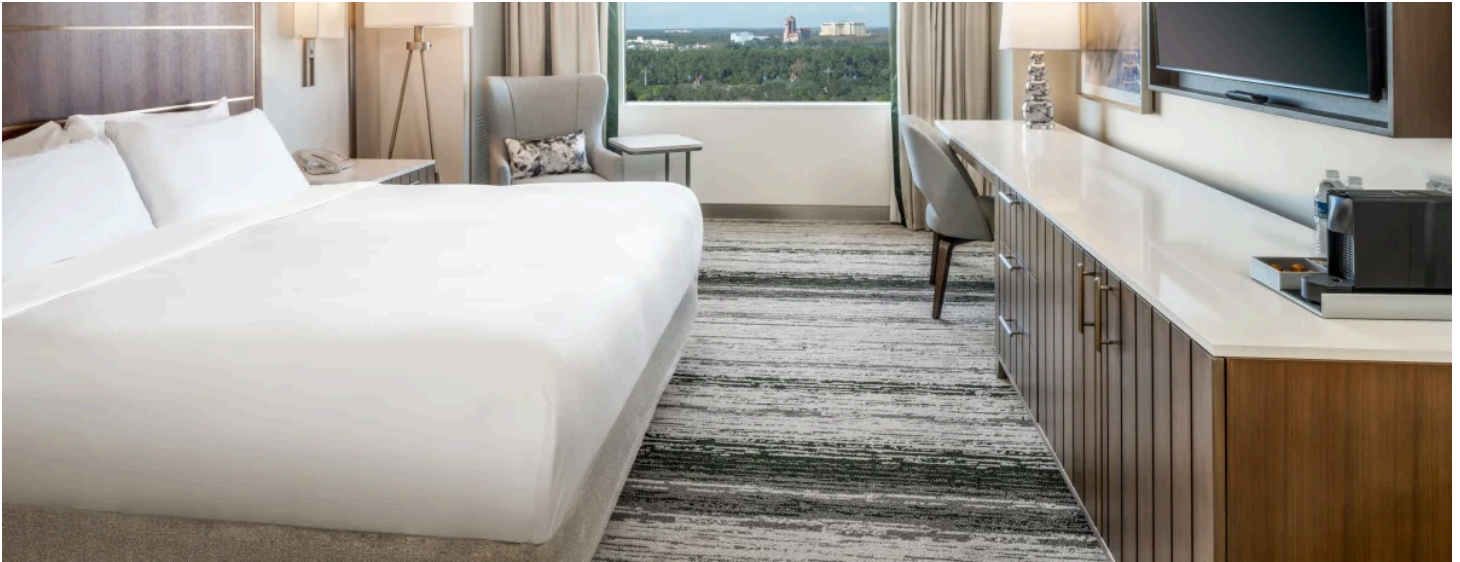
The rooms and suites at Signia by Hilton Orlando – *An Official Walt Disney World® Hotel* are the perfect blend of spectacular views paired with the comforts of home. Whether you're traveling for business, pleasure, or fun for the whole family, we have the ideal accommodations you're searching for. Choose from our selection of refined and spacious rooms that will have you feeling relaxed and right at home.

[View Virtual Tour](#)

Accommodations with magical Disney Views

Blend business with pleasure with this picture-perfect getaway for couples, families or executives. This well-appointed guest room boasts panoramic views of several Walt Disney World® Theme Parks, the resort's pool, golf course and Bonnet Creek Nature Preserve.





13 AUG WED | 17 AUG SUN

Find your best room

Filter by features



Guests



Beds



View

How many guests?

Adults 

1



Kids 

0



Accessible room

[< Previous](#)

[↻ Start again](#) [Next >](#)

We found 29 rooms for you based on your selections



2 Qn Mobility Accessible W/ Bathtub

 Sleeps 4

Explore From \$316

More Details

Price includes \$50.00 USD resort charge per night, but excludes tax



2 Queen Hearing Accessible

 Sleeps 4

Explore From \$316

More Details

Price includes \$50.00 USD resort charge per night, but excludes tax



1 King Mobility Accessible W/ Bathtub

 Sleeps 3

Explore From \$325

More Details

Price includes \$50.00 USD resort charge per night, but excludes tax



Nature Preserve View - 2 Queen Beds

 Sleeps 4  Nature Preserve View

Explore From \$325

More Details

Price includes \$50.00 USD resort charge per night, but excludes tax

87000 Overseas Hwy
to Signia-Orlando Bonnet Creek

4 hr 24 min

303.3 mi

IRS reimbursement: **\$203.18**

 Head toward Overseas Hwy. Go for 85 ft.

Then 0.02 mi

 Turn left onto Overseas Hwy (US-1). Go for 40.7 mi.

Then 40.7 mi

 Take ramp onto SR-821 N (Florida's Tpke) toward Florida's Turnpike North/Orlando/Miami Intl Airport. Go for 6.6 mi.

Then 6.6 mi

 Keep left onto Florida's Turnpike Express Lanes toward Express Lane. Go for 6.1 mi.

Then 6.1 mi

 Continue on SR-821 N (Florida's Tpke). Go for 7.1 mi.

Then 7.1 mi

 Keep left toward Florida's Tpke/SR-821 N. Go for 1.6 mi.

Then 1.6 mi

 Continue on SR-821 N (Florida's Tpke). Go for 0.3 mi.

Then 0.3 mi

 Keep left toward Florida's Tpke/SR-821 N. Go for 3.8 mi.

Then 3.8 mi

 Continue on SR-821 N (Florida's Tpke). Go for 0.6 mi.

Then 0.6 mi

 Keep left toward Florida's Tpke/SR-821 N. Go for 2.6 mi.

Then 2.6 mi

 Continue on SR-821 N (Florida's Tpke). Go for 19.2 mi.

Then 19.2 mi

 Continue on Florida's Tpke. Go for 203 mi.

Then 202.6 mi

 Take exit 251 onto SR-417-TOLL S (Central Florida GreeneWay). Go for 6.5 mi.

Then 6.5 mi

 Take exit 6 toward World Center Dr/SR-536/SR-535/I-4. Go for 0.7 mi.

Then 0.7 mi

 Continue on World Center Dr (SR-536 W). Go for 2.1 mi.

Then 2.1 mi

 Continue on Epcot Center Dr toward Disney World/SR-536. Go for 0.9 mi.

Then 0.9 mi

 Take the exit onto E Buena Vista Dr. Go for 0.4 mi.

Then 0.4 mi

 Turn left toward Chelonia Pkwy. Go for 0.1 mi.

Then 0.1 mi

 Turn left onto Chelonia Pkwy. Go for 1.2 mi.

Then 1.2 mi

 Turn right onto Bonnet Creek Resort Ln. Go for 505 ft.

Then 0.10 mi

 Turn right. Go for 305 ft.

Then 0.06 mi

 **Signia-Orlando Bonnet Creek**
14100 Bonnet Creek Resort Ln, Orlando, FL 32821

Recent Trips

Florida's Turnpike - South Florida

Start: U.S. 1 (S. Dixie Hwy.)

End: International Drive

Florida's Turnpike - South Florida

Start: U.S. 1 (S. Dixie Hwy.)

End: I-95

Start Highway

Start: start route

End: end route

Map Legend

Interchange

Mainline Toll Point

Toll Lanes

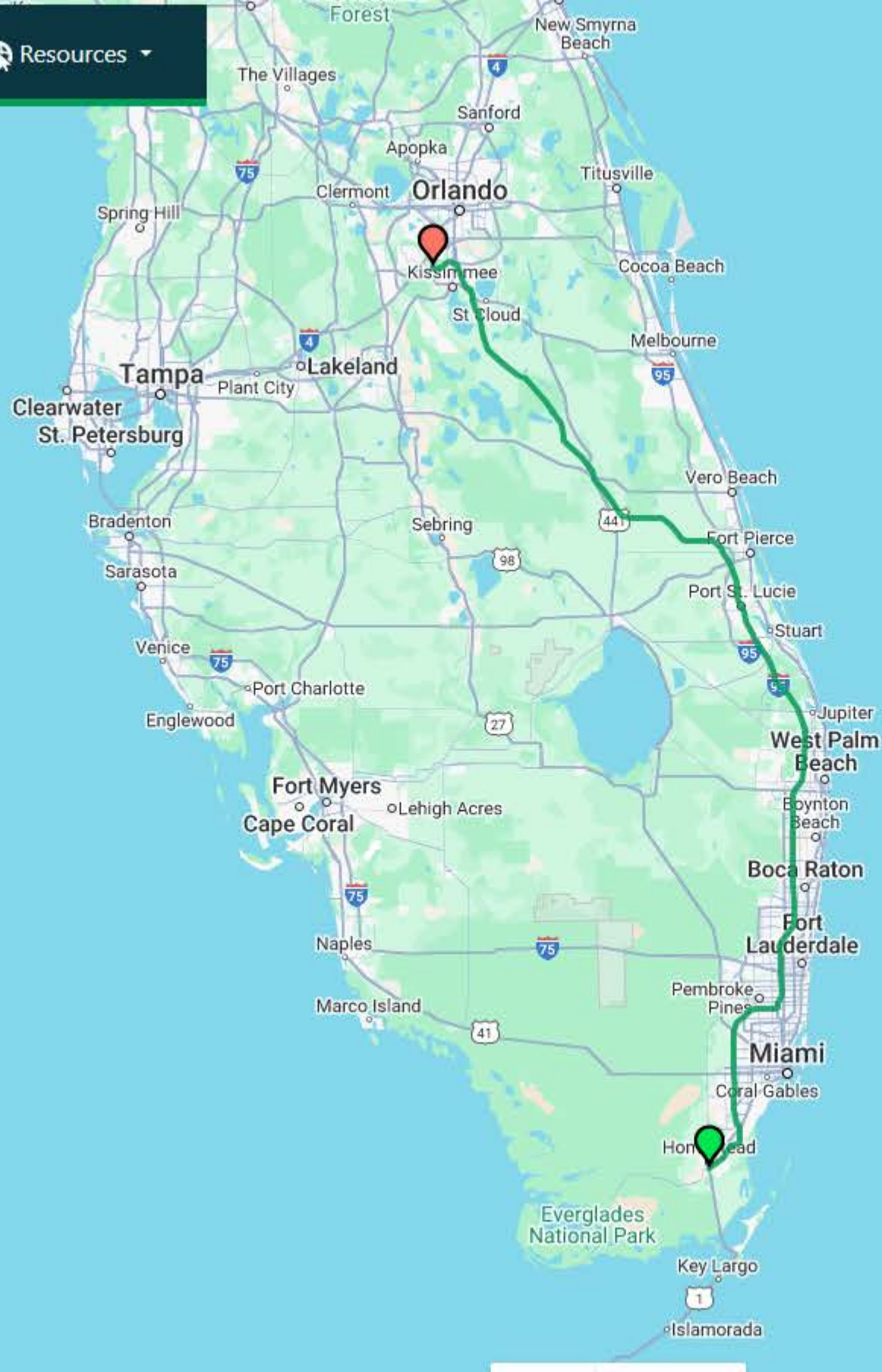
Service Plaza











Trip Calculator

Payment Type

Axle Count



2  

Traffic

Reset

Trip Cost : \$ 20.98

You saved \$7.14 with SunPass

[Route Detail](#)

ISLAMORADA, VILLAGE OF ISLANDS**Travel Authorization Request**

Attach Workshop/Course/Seminar Outline/Agenda/Program and other support for costs associated with travel.

SECTION 1 - TO BE COMPLETED BY EMPLOYEE REQUESTING TRAVEL AUTHORIZATIONEstimated Travel Expenses

Employee Name:	Anna Richards	Registration Fee:	600.00
Department:	Village Council	Transportation:	
Event:	Florida League of Cities Conference	Lodging/Hotel:	
Actual Dates of Event:	August 14 -16, 2025	Meals / Per Diem:	149.00
Destination:	Orlando	Tolls & Parking:	
Departure Date:	8/13/2025		
Return Date:	8/17/2025		
Riding & sharing room w/ husband who is also there for a conference			Total: 749.00

Cash Advance Request:

I am requesting a cash advance equal to the estimated mileage reimbursement and cost of meals based on per diem rates. If I have not submitted a Travel Expense Report within thirty (30) days of the final date of travel, I authorize this advance to be deducted from my bi-weekly paycheck.

Employee Signature	Title	Date
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SECTION 2 - TO BE COMPLETED BY THE FINANCE DEPARTMENT

Travel & Per Diem	GL Account #: -40	FY 24-25 Adopted Budget
		Spent to date w/this request
		Budget Balance -
Training	GL Account #: -55	FY 24-25 Adopted Budget
		Spent to date w/this request
		Budget Balance -

SECTION 3 - APPROVALS

Department Head / Director	Finance Director	Village Manager
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<u>Mileage</u>	<u>Total Miles</u>	<u>2025 Rate</u>	<u>Gross</u>
		0.7	
<u>Meals</u>	<u>Per Diem</u>	<u># of Days</u>	<u>Gross</u>
Breakfast	6.00	2	12.00
Lunch	11.00	4	44.00
Dinner	19.00	4	76.00
			149.00

If a Village employee receives a professional certification paid for by the Village, the employee enters into an agreement with the Village in accordance with the following: If an employee voluntarily or involuntarily separates from the village (through resignation, termination or discharge, or retirement) within two (2) years following the completion of any education program and/or professional certification from which the Village has paid for, the cost of certification shall be repaid at a prorated rate by the employee immediately. If the employee fails to reimburse the Village for the prorated amount, then the Village will deduct the full amount from the employee's final paycheck and/or from outstanding wages, salary or accumulated time or separation pay.

Employee Signature

Date

ISLAMORADA, VILLAGE OF ISLANDS
Travel Expense Report

Employee Name: Deb Gillis
Department: Village Council

Purpose of Travel: FLC Annual Conference
Dates of Travel: August 13 - 17, 2025

Day:	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday		
Date:	08/17/25			08/13/25	08/14/25	08/15/25	08/16/25	TOTALS	Paid in advance or by credit card
Time of Departure:	noon			noon					
Time of Arrival:	5pm			5pm					

Meals

Breakfast	6.00				6.00			12.00	
Lunch	11.00			11.00	11.00	11.00		44.00	
Dinner				19.00	19.00	19.00	19.00	76.00	
Meals Total	17.00	-	-	30.00	36.00	30.00	19.00	149.00	-

Transportation

POV Mileage	# of miles								
Rate (eff. 1/1/2025):	0.7	-	-	-	-	-	-		
Airfare								-	
Auto Rental								-	
Public Transit/Taxi/Uber								-	
Tolls									
Parking/Valet									
Transportation Total		-	-						-

Hotel & Other

Hotel per night									
Telephone/Internet								-	
Misc.								-	
Misc.								-	
Hotel & Other Total		-	-	-	-				

TOTALS	17.00	-	-	30.00	36.00	30.00	19.00	149.00
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I hereby certify and affirm that the above expenses were actually incurred by me as necessary travel or other expenses in the performance of my official duties of the Village. The cost of meals or lodging included in registration fees has been deducted from this reimbursement request. The cost of alcoholic beverages have been or should be deducted from the reimbursement as well. The information contained herein is true and correct to the best of my knowledge.

Total Travel Expenses	149.00
Less Payment in Advance or by Credit Card	
Amount Due To/(From) Employee	149.00

Employee Signature	Title	Date
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ANNUAL CONFERENCE

Florida League of Cities



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[Cities 101
Workshop](#)

Friday, August 16, 2024

[Best Practices for
Natural Disaster:
A Guide for
Elected Officials](#)

[Blueprints for
Change: Best
Practices for
Resolving
Florida's Housing
Crisis](#) [Samuel](#)

Saturday, August 17

[Michael Simas:
Florida Council of
100 Presentation
Maximizing Your
Membership:
Exploring FLC's
Services](#)

AI for Municipal	Staley Leslie
Leaders Tools	Deutch
Strategies and the	Speaking So They
Future	Hear You!
Retail Matters:	Citizen
From Downtown	Engagement:
to Big Box	Communicating
	Your Budget
	Homelessness in
	Public Areas:
	Practical
	Approaches to
	HB 1365 (2024)
	Understanding
	the Grant Puzzle:
	Setting Your City
	Up for Success
	The Future of
	Municipal Service
	Delivery

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Workshop presentations and a selection of recorded



Council Communication

To: Mayor and Village Council
From: Marne McGrath, Village Clerk
Date: June 10, 2025
SUBJECT: **Resolution Authorizing Travel for Council Member Steve Friedman to Attend the Florida League of Cities Institute for Elected Officials II on October 24-25, 2025 in Orlando, Florida TAB 9**

Background:

The Florida League of Cities is Florida's primary municipal advocacy organization. The League hosts a variety of educational and networking opportunities throughout the year. One of the programs the FLC offers is the Institute for Elected Municipal Officials (IEMO) series I and II. Council Member Friedman attended IEMO I on January 24 -25, 2025 and would like to continue his training at the IEMO II sessions slated for October 24 - 25, 2025.

Analysis:

At its May 6, 2025, the Village Council adopted an updated personnel policy, which included Administrative Procedure FIN001 - Travel Authorization & Expense Reimbursement. Before the adoption of this Administrative Procedure, when Council Members wished to travel to conferences and events, the Village Clerk would create a travel authorization request to be approved by the Finance Director and Village Manager.

Part III of the Administrative Procedure for Travel Authorization for Elected Officials and Charter Officers states:

Any elected official or charter officer wishing to travel on official business and represent the Village should seek the approval of the members of the Village Council at a public meeting before the travel takes place.

Budget Impact:

The full estimated cost of attendance is \$1,500.00. Registration has not yet begun for the event, so more detailed costs are not available. Vice Mayor Horton attended these sessions in April, also in Orlando. Costs for Council Member Friedman to attend are based on the hotel where the April session was held; the October location in Orlando has not been announced.

This travel will occur in the upcoming fiscal year, and will be included in the Village Council's FY 2025-26 budget request.

Staff Impact:

The Finance staff processes the travel authorization, which is coordinated and submitted by the Village Clerk.

Recommendation:

Approve the resolution authorizing travel for Council Member Steve Friedman to attend the FLC Institute for Elected Officials II on October 24 -25, 2025 in Orlando, FL.

- Attachments:**
1. Administrative Procedure - Travel
 2. Resolution Approving Council Travel - IEMO II - Friedman
 3. iemo-ii-flyer-2025
 4. iemo-ii-sample-agenda
 5. ESTIMATED TRAVEL COSTS - Friedman IEMO II



ADMINISTRATIVE PROCEDURE FIN001
TRAVEL AUTHORIZATION & EXPENSE REIMBURSEMENT
EFFECTIVE DATE: 06/01/2025

I. PURPOSE AND APPLICATION

The attendance of Village staff and elected officials at professional meetings, conference, training courses, or Village-sponsored events to conduct official Village business benefits employees and the Village through increased awareness of technical and administrative developments and through the exchange of ideas with peers. Additionally, travel may be part of an employee's official duties.

This procedure applies to pre-approved travel authorization and reimbursement of costs after travel completion for Village employees, elected officials, and other authorized persons. The purpose of the procedure is to:

- a. Provide a reasonable and systematic means by which travel for Village purposes may be approved and controlled, consistent with efficient and economical operation, and
- b. Standardize reimbursable travel costs and procedures, approval, and submittal of such costs for Village employees and officials regardless of funding source or purpose of trip.

II. TRAVEL AUTHORIZATION – VILLAGE EMPLOYEES

Although travel costs are generally included in Village's Fund and Departmental budgets, all travel undertaken by Village employees paid for by the Village must be authorized in advance by the employee's Department Head/Director, the Finance Director, and the Village Manager. Village employees shall obtain written approval to perform the travel, attend the meeting, etc., with estimated cost information including, support documents, before making any commitment to pay registration fees, purchase tickets, or incur any other costs.

In order to obtain approval, all individuals proposing to travel at Village expense must prepare and submit a Travel Authorization Request form (Attachment A) approved and signed by the Department Head/Director and submitted to the Finance Department. The Finance Department will verify that sufficient funds are available within the budgeted travel line item, and the Finance Director will sign off to confirm this verification. The Finance Department will forward the request to the Village Manager for final approval.



ADMINISTRATIVE PROCEDURE FIN001
TRAVEL AUTHORIZATION & EXPENSE REIMBURSEMENT
EFFECTIVE DATE: 06/01/2025

Failure to obtain the proper authorization prior to departing for the trip or incurring travel-related expenses relieves the Village of any responsibility to reimburse the costs of such travel from Village funds. When utilizing a Village vehicle for travel outside of Islamorada, failure to obtain the proper travel authorization prior to departing for the trip may result in disciplinary action.

III. TRAVEL AUTHORIZATION – ELECTED OFFICIALS & CHARTER OFFICERS

The Village will directly pay travel-related expenses for elected officials and charter officers, including the Mayor, Vice Mayor, and Council Members, or will reimburse expenses incurred by elected officials or charter officers for travel related to official duties. Payment to elected officials or charter officers for official travel will not exceed the expenses actually and necessarily incurred in carrying out official duties. The Village Clerk will assist elected officials in arranging travel and in preparing travel authorizations to determine estimated costs prior to travel. Any elected official or charter officer wishing to travel on official business and represent the Village should seek the approval of the members of the Village Council at a public meeting before the travel takes place.

IV. TRAVEL AUTHORIZATION – CONTRACTORS OR CONSULTANTS

Advance authorization of travel to be undertaken at Village expense by Village contractors or consultants shall be in accordance with the specific contractual requirements of the agreement between the Village and the contractor or consultant.

V. TRAVEL EXPENSES

Employees, elected officials, contractors or consultants traveling on Village business shall receive reimbursement of reasonable transportation costs and reasonable lodging costs in accordance with this procedure. Meals shall be reimbursed at either per-diem rates, or at actual reasonable expense supported by itemized receipts. Other reasonable incidental travel expenses, such as taxi fares, tolls, parking fees and registration fees, will be reimbursed at actual cost with a receipt or proof of payment. Excessive or unwarranted expenses will not be reimbursed. The following is the basis upon which reimbursement of travel expenses will be approved.

a. Transportation



ADMINISTRATIVE PROCEDURE FIN001
TRAVEL AUTHORIZATION & EXPENSE REIMBURSEMENT
EFFECTIVE DATE: 06/01/2025

- i. Travelers are expected to use the mode of travel that is most advantageous to the Village. All travel, whether by public transportation, privately-owned vehicle, or for-hire conveyance shall be the most direct, practical route. In cases where an employee travels by an indirect route for his or her own convenience, any extra costs will be borne by the employee. Reimbursement for expenses shall be based on the charges that would have occurred by a usually traveled route. Any deviations from a direct route must be explained on the Travel Authorization Request and/or Travel Expense Report.
- ii. The use of privately-owned vehicles for official travel is allowed when appropriate Village-owned vehicles are not available or upon prior approval by Department Head/Director and Village Manager. Whenever travel is by private vehicle, the traveler shall be entitled to a mileage reimbursement at the fixed rate specified in the current year IRS Standard Mileage Rates. When two or more authorized persons travel in one private vehicle, only the person supplying the vehicle shall receive such mileage reimbursement. Mileage shall be from point of origin to point of destination.
- iii. Employees shall use a Village Sun Pass transponder, available from the Finance Department if not already assigned to a vehicle, when traveling in Village vehicles and on the Florida toll road system. Employees shall also use the Village's fuel card assigned to each Village vehicle when traveling using a Village vehicle.
- iv. Air travel must be booked using economy or tourist class air fares unless no other alternative is available. Air travelers must attach their boarding passes or print a "screen shot" of their electronic boarding pass to the completed Travel Expense Report. If a ticket is canceled or changed strictly for the convenience of the traveler, the cancellation or associated change fees may not be reimbursable from Village funds. Travelers should carefully evaluate the circumstances and risk of cancellation prior to purchase of airline tickets.
- v. Vouchers submitted for payment of unused nonrefundable airline tickets, cancellation penalties or exchange penalties must include



ADMINISTRATIVE PROCEDURE FIN001
TRAVEL AUTHORIZATION & EXPENSE REIMBURSEMENT
EFFECTIVE DATE: 06/01/2025

documentation indicating that the costs were necessarily incurred in conducting Village business or the costs were incurred because of the illness of the traveler or the illness or death of a member of the traveler's immediate family.

- vi. Airport shuttle services may be considered when extended trips would result in airport parking charges in excess of the cost of the shuttle service. Reasonable shuttle services with fares most advantageous to the Village must be utilized.
- vii. Car rentals will be reimbursed at actual cost for the days approved for Village-reimbursable travel. A detailed receipt/invoice from the car rental agency must be provided with the complete Travel Expense Report.
- viii. Reimbursements for taxicabs, Uber, Lyft, or similar ride-share services to and from airports or events, parking fees and tolls will be reimbursed at actual costs only when receipts are provided. Maximum reimbursable tip is 20% for services.

b. Lodging

- i. Lodging expenses may vary with the area traveled, but all expenditures must be reasonable. Elected officials, employees and contractors traveling on official business for the Village are expected to use reasonably priced lodging accommodations. If a traveler chooses to upgrade a room due to personal preference (view, amenities, etc.), the traveler may be responsible for the cost difference between the standard room and upgraded room.
- ii. When traveling within the State of Florida, the traveler must make every effort to seek exemption from payment of sales and resort taxes on rental of hotel rooms. The Finance Department will supply the Village's Tax-Exempt certificate to employees and elected officials along with a Village travel credit card. It is the traveler's responsibility to confirm all hotel charges upon check-out, verify there are no additional unauthorized fees and that the taxes have been removed. If a traveler fails to have the taxes removed it will be their responsibility to contact the hotel for a refund.



ADMINISTRATIVE PROCEDURE FIN001
TRAVEL AUTHORIZATION & EXPENSE REIMBURSEMENT
EFFECTIVE DATE: 06/01/2025

- iii. A traveler may not claim subsistence allowance, per diem or lodging reimbursement for overnight travel within 50 map miles of his or her headquarters or residence (whichever is closer) unless the circumstances necessitating the overnight stay are fully explained by the traveler and approved by the Department Director and Village Manager.
- iv. The Village is responsible for lodging expenses for nights required for travel. The Village is not responsible for additional lodging charges. If an employee or elected official arrives earlier than necessary or extends more days than necessary for the purpose of the travel, the employee or elected official is responsible for payment of those expenses.

c. Meals

- i. The Per Diem reimbursement for meals without a receipt will be at the current amounts specified annually by the Federal Government by the General Services Administration as set forth in 41 C.F.R. Section 301-11.6, as amended, for the Miami area. Meal periods designated for reimbursement are as follows:
 - 1. Breakfast: When travel begins before 6:00 am and extends beyond 8:00 am
 - 2. Lunch: When travel begins before 12 Noon and extends beyond 2:00 pm
 - 3. Dinner: When travel begins before 6:00 pm and extends beyond 8:00 pm, or when travel occurs during nighttime hours due to special assignment
- ii. As an alternative to the per diem rates specified above, reimbursement for meals may be based on reasonable actual expenditures supported by the submission of detailed receipts. A receipt for a meal must include both an itemized listing of the food and beverage items purchased and proof of payment with a maximum reimbursable tip of 20% for services. The Village will not reimburse receipts without detail.



ADMINISTRATIVE PROCEDURE FIN001
TRAVEL AUTHORIZATION & EXPENSE REIMBURSEMENT
EFFECTIVE DATE: 06/01/2025

- iii. The Village will not reimburse the cost of alcoholic beverages or the associated costs such as taxes and tips. Separate checks are recommended for the purchase of alcoholic beverages.
 - iv. The total reimbursement for any combination of per diem and actual meal expenses will not exceed \$85.00 per day for an individual traveler unless the circumstances necessitating the excessive costs are fully explained in writing by the traveler and approved by the Village Manager.
 - v. Maximum reimbursement for tips is 20% of the total cost of food and non-alcoholic beverages.
 - vi. Charter Officers (Village Manager and in-house Village Attorney) may pay for or be reimbursed for meals during meetings with at least one other guest and wherein official Village business is discussed. The reimbursement amount may be for the actual cost of the meals, excluding alcoholic beverages, with a maximum tip of 20%. A detailed receipt must be provided to the Finance Department with the reimbursement request or to support a Village credit card charge. The name(s) of the guest(s) shall be provided with the reimbursement request.
- d. Other expenses
- i. Reimbursement for training, registration, and conference fees related to Village business will be based on actual cost. When requesting reimbursement, a brochure, agenda, invoice or other document detailing such fees and what they include must be provided with the Travel Expense Report. Any meals, lodging or other reimbursable expenses included in the registration fee will be deducted in accordance with the allowances provided for those items. Pre-planning to obtain advance registration discount rates and minimizing the number of staff who attend the same training session or conference is encouraged.
 - ii. The employee may be reimbursed for the actual and necessary fees for attending additional educational opportunities which are not included in the basic registration fees that directly relate to the



ADMINISTRATIVE PROCEDURE FIN001
TRAVEL AUTHORIZATION & EXPENSE REIMBURSEMENT
EFFECTIVE DATE: 06/01/2025

employee's position. Such expenses may include, but are not limited to, additional training sessions and other meal functions. It shall be the responsibility of the employee to substantiate that the charges are proper and necessary.

- iii. Miscellaneous tips for services outside the business purpose of the travel may be reimbursed if verifiable with a receipt. Excessive or generous tips may not be reimbursed even with receipts.

VI. TRAVEL ADVANCES

The Finance Department will make payments in advance to vendors for room deposits, registration or tuition fees and tickets on common carriers to cover the costs of travel that has been approved by the Village Manager. Such advances will be made to a vendor with the appropriate invoices or documentation along with a check request or credit card authorization request.

Cash Advances for travelers are available and must be requested one week prior to departure. Travel advance requests received less than 24 hours prior to travel could result in the travel advance not being processed before the expected departure time. Travelers may request a cash advance equal to the estimated mileage reimbursement and cost of meals based on per diem rates. The traveler will still need to complete the travel expense report upon returning from the travel. If the traveler fails to submit the travel expense report within 30 days of return from travel, the Village may require the traveler to refund any cash advance provided.

VII. REIMBURSEMENT

- a. Within thirty (30) days after return from authorized travel, the Village employee, official or contractor shall complete the Travel Expense Report form (Attachment B) which itemizes actual trip expenses and submit it to the Finance Department for reimbursement. Receipts for lodging, registration fees, transportation, and all other expenses for which reimbursement of costs is requested or has been made in advance must be attached to the Travel Expense Report form, as well as any other documentation required by Section 3.0. If itemized receipts for meal expenses are not provided, such meals may be reimbursed at the specified per diem rates.



ADMINISTRATIVE PROCEDURE FIN001
TRAVEL AUTHORIZATION & EXPENSE REIMBURSEMENT
EFFECTIVE DATE: 06/01/2025

- b. All expenses must be included on the report, including any advance items paid for by the Village. If the total amount of the Travel Expense Report exceeds the total cost authorized by the Village Manager on the associated Travel Authorization Request, additional Village Manager review/approval will be required prior to issuance of the reimbursement.
- c. The Finance Director will verify the amount of reimbursement based on the provisions of this procedure. The Finance Director may require an explanation of any expenditure considered excessive or questionable and/or may request Village Manager review of such questions prior to issuance of the reimbursement.
- d. Expense reimbursement to Village employees and elected officials will be done through payroll.
- e. Expense reimbursement to other authorized persons shall be done by check request through the Finance Department.

RESOLUTION NO. 25-

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING COUNCIL MEMBER STEVE FRIEDMAN TO ATTEND THE FLORIDA LEAGUE OF CITIES INSTITUTE FOR ELECTED MUNICIPALS OFFICIALS II IN ORLANDO, FLORIDA ON OCTOBER 24 – 25, 2025; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Florida League of Cities is the primary municipal advocacy organization in the state, and it hosts a variety of educational and networking opportunities throughout the year; and

WHEREAS, the FLC hosts the Institute for Elected Municipal Officials, a comprehensive educational initiative designed to equip elected municipal officials with the knowledge, skills, and tools necessary to govern their municipalities effectively ; and

WHEREAS, Council Member Steve Friedman attended the FLC’s Institute for Elected Municipal Officials (IEMO) I sessions in January, and as a graduate is eligible to attend the IEMO II; and

WHEREAS, it is in the public interest for elected officials to attend conferences and events to learn municipal government best practices and expand their network with other Florida elected officials; and

WHEREAS, at its May 6, 2025, the Village Council adopted an updated personnel policy, which included Administrative Procedure FIN001 - Travel Authorization & Expense Reimbursement; and

WHEREAS, Part III of the Administrative Procedure for Travel Authorization for Elected Officials and Charter Officers states: Any elected official or charter officer wishing to travel on official business and represent the Village should seek the approval of the members of the Village Council at a public meeting before the travel takes place; and

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

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

Section 2. Authorization of Village Officials. The Village Manager and/or his designee and the Village Clerk are authorized to take all necessary steps to register and make travel arrangements for the Council Members listed in this resolution.

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 Council Member Steve Friedman to attend the Florida League of Cities Institute for Elected Municipal Officials II in Orlando, Florida, on October 24 – 25, 2025.

Section 4. Date. This Resolution shall take effect immediately for the Village Clerk to take the necessary steps to register Council Member Friedman and make travel arrangements.

(REMAINDER OF PAGE LEFT INTENTIONALLY BLANK)

Motion to adopt by _____, second by _____.

FINAL VOTE AT ADOPTION

Mayor Sharon Mahoney _____

Vice Mayor Don Horton _____

Council Member Steve Friedman _____

Council Member Deb Gillis _____

Council Member Anna Richards _____

PASSED AND ADOPTED THIS ____ DAY OF _____, 2025.

SHARON MAHONEY, MAYOR

ATTEST:

MARNE MCGRATH, VILLAGE CLERK

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

JOHN J. QUICK, INTERIM VILLAGE ATTORNEY



The Institute for Elected Municipal Officials II

Created in 1992, the Institute for Elected Municipal Officials (IEMO) program is a comprehensive educational initiative designed to equip municipal elected officials with the knowledge, skills, and tools necessary to govern their municipalities effectively.

The curriculum covers various aspects of municipal governance through interactive and educational workshops led by experienced instructors, as well as offering peer-to-peer learning and networking.

The program includes three levels: IEMO I, IEMO II, and FLC Leadership.

IEMO II is reserved for graduates of the IEMO I program or those elected city officials who have completed one or more terms in office.* Participants will be asked through the registration process which criteria they meet.

Workshops include decision-making models, communication best practices and media relations, growth management, advanced revenue and finance, and personnel and labor issues.



Fee: \$325*

Includes instructional costs, materials, refreshment breaks and lunch on Friday and Saturday.

***Fee does not cover hotel room.**

**This course is open to elected municipal officials only.*

For more information, visit flcities.com/iemo



**Institute for Elected Municipal Officials II
Sample Agenda**

Friday

8:00 a.m. - 8:30 a.m.	Registration/ <i>Light</i> Continental Breakfast
8:30 a.m. - 9:00 a.m.	Introductions and Overview
9:00 a.m. - 12:00 p.m.	Part II of Effective Council Techniques: Decision-Making Models and Media Relations
10:00 a.m. - 10:15 a.m.	Refreshment Break
12:00 p.m. - 1:30 p.m.	Lunch Discussion: Future Elected Officials Training
1:30 p.m. - 5:00 p.m.	Planning and Land Use
3:00 p.m. - 3:15 p.m.	Refreshment Break
5:00 p.m.	Class Adjourns

Saturday

7:30 a.m. - 8:00 a.m.	<i>Light</i> Continental Breakfast
8:00 a.m. - 12:00 p.m.	Advanced Revenue and Finances for Cities
9:30 a.m. - 9:45 a.m.	Refreshment Break
12:00 p.m. - 1:00 p.m.	Lunch Discussion: Advocacy Part II
1:00 p.m. - 4:00 p.m.	Building Your City's Team: Personnel and Labor Issues
2:30 p.m. - 2:45 p.m.	Refreshment Break
4:00 p.m.	Program Adjourns

ISLAMORADA, VILLAGE OF ISLANDS**Travel Authorization Request**

Attach Workshop/Course/Seminar Outline/Agenda/Program and other support for costs associated with travel.

SECTION 1 - TO BE COMPLETED BY EMPLOYEE REQUESTING TRAVEL AUTHORIZATIONEstimated Travel Expenses

Employee Name:	Steve Friedman	Registration Fee:	325.00
Department:	Village Council	Transportation:	421.96
Event:	FLC Institute for Elected Municipal Officials II	Lodging/Hotel:	525.00
Actual Dates of Event:	October 24 & 25, 2025	Meals / Per Diem:	137.00
Destination:	Orlando	Tolls & Parking:	144.54
Departure Date:	10/23/2025		
Return Date:	10/26/2025		
		ESTIMATED COST Total:	1,553.50

Cash Advance Request:

I am requesting a cash advance equal to the estimated mileage reimbursement and cost of meals based on per diem rates. If I have not submitted a Travel Expense Report within thirty (30) days of the final date of travel, I authorize this advance to be deducted from my bi-weekly paycheck.

Employee Signature	Title	Date

SECTION 2 - TO BE COMPLETED BY THE FINANCE DEPARTMENT

Travel & Per Diem	GL Account #: -40	FY 24-25 Adopted Budget	
		Spent to date w/this request	
		Budget Balance	-
Training	GL Account #: -55	FY 24-25 Adopted Budget	
		Spent to date w/this request	
		Budget Balance	-

SECTION 3 - APPROVALS

Department Head / Director	Finance Director	Village Manager

<u>Mileage</u>	<u>Total Miles</u>	<u>2025 Rate</u>	<u>Gross</u>
	602.80	0.7	421.96
<u>Meals</u>	<u>Per Diem</u>	<u># of Days</u>	<u>Gross</u>
Breakfast	23.00	1	23.00
Lunch	26.00		-
Dinner	38.00	3	114.00
			137.00

If a Village employee receives a professional certification paid for by the Village, the employee enters into an agreement with the Village in accordance with the following: If an employee voluntarily or involuntarily separates from the village (through resignation, termination or discharge, or retirement) within two (2) years following the completion of any education program and/or professional certification from which the Village has paid for, the cost of certification shall be repaid at a prorated rate by the employee immediately. If the employee fails to reimburse the Village for the prorated amount, then the Village will deduct the full amount from the employee's final paycheck and/or from outstanding wages, salary or accumulated time or separation pay.

Employee Signature

Date



The Institute for Elected Municipal Officials II

Created in 1992, the Institute for Elected Municipal Officials (IEMO) program is a comprehensive educational initiative designed to equip municipal elected officials with the knowledge, skills, and tools necessary to govern their municipalities effectively.

The curriculum covers various aspects of municipal governance through interactive and educational workshops led by experienced instructors, as well as offering peer-to-peer learning and networking.

The program includes three levels: IEMO I, IEMO II, and FLC Leadership.

IEMO II is reserved for graduates of the IEMO I program or those elected city officials who have completed one or more terms in office.* Participants will be asked through the registration process which criteria they meet.

Workshops include decision-making models, communication best practices and media relations, growth management, advanced revenue and finance, and personnel and labor issues.



Fee: \$325*

Includes instructional costs, materials, refreshment breaks and lunch on Friday and Saturday.

***Fee does not cover hotel room.**

**This course is open to elected municipal officials only.*

For more information, visit flcities.com/iemo



Institute for Elected Municipal Officials II Sample Agenda

Friday

8:00 a.m. - 8:30 a.m.	Registration/ <i>Light</i> Continental Breakfast
8:30 a.m. - 9:00 a.m.	Introductions and Overview
9:00 a.m. - 12:00 p.m.	Part II of Effective Council Techniques: Decision-Making Models and Media Relations
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1:30 p.m. - 5:00 p.m.	Planning and Land Use
3:00 p.m. - 3:15 p.m.	Refreshment Break
5:00 p.m.	Class Adjourns

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8:00 a.m. - 12:00 p.m.	Advanced Revenue and Finances for Cities
9:30 a.m. - 9:45 a.m.	Refreshment Break
12:00 p.m. - 1:00 p.m.	Lunch Discussion: Advocacy Part II
1:00 p.m. - 4:00 p.m.	Building Your City's Team: Personnel and Labor Issues
2:30 p.m. - 2:45 p.m.	Refreshment Break
4:00 p.m.	Program Adjourns

**87000 Overseas Hwy
to Hotel Plaza Blvd**

4 hr 23 min

301.4 mi

IRS reimbursement: **\$201.96**

 Head toward Overseas Hwy. Go for 85 ft.

Then 0.02 mi

 Turn left onto Overseas Hwy (US-1). Go for 40.7 mi.

Then 40.7 mi

 Take ramp onto SR-821 N (Florida's Tpke) toward Florida's Turnpike North/Orlando/Miami Intl Airport. Go for 6.6 mi.

Then 6.6 mi

 Keep left onto Florida's Turnpike Express Lanes toward Express Lane. Go for 6.1 mi.

Then 6.1 mi

 Continue on SR-821 N (Florida's Tpke). Go for 7.1 mi.

Then 7.1 mi

 Keep left toward Florida's Tpke/SR-821 N. Go for 1.6 mi.

Then 1.6 mi

 Continue on SR-821 N (Florida's Tpke). Go for 0.3 mi.

Then 0.3 mi

 Keep left toward Florida's Tpke/SR-821 N. Go for 3.8 mi.

Then 3.8 mi

 Continue on SR-821 N (Florida's Tpke). Go for 0.6 mi.

Then 0.6 mi

 Keep left toward Florida's Tpke/SR-821 N. Go for 1.2 mi.

Then 1.2 mi

 Continue on SR-821 N (Florida's Tpke). Go for 20.7 mi.

Then 20.7 mi

 Continue on Florida's Tpke. Go for 203 mi.

Then 202.6 mi

 Take exit 251 onto SR-417-TOLL S (Central Florida GreeneWay). Go for 6.5 mi.

Then 6.5 mi

 Take exit 6 toward World Center Dr/SR-536/SR-535/I-4. Go for 0.7 mi.

Then 0.7 mi

 Continue on World Center Dr (SR-536 W). Go for 0.6 mi.

Then 0.6 mi

 Turn right onto Apopka Vineland Rd S (SR-535 N) toward I-4. Go for 1.8 mi.

Then 1.8 mi

 Turn left onto Hotel Plaza Blvd. Go for 0.6 mi.

Then 0.6 mi

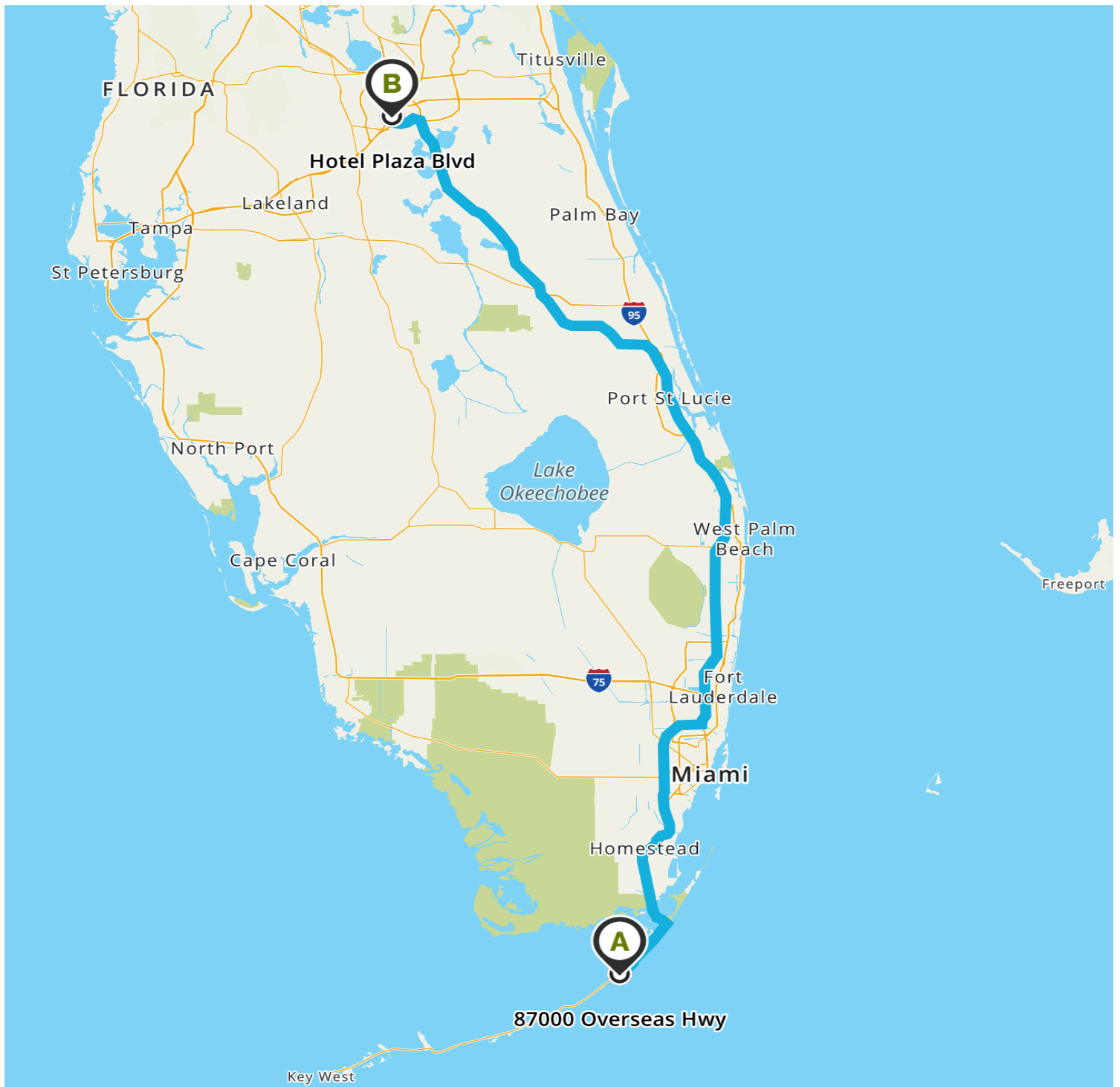
 Make a U-Turn onto Hotel Plaza Blvd. Go for 0.1 mi.

Then 0.1 mi

 Turn right. Go for 207 ft.

Then 0.04 mi

 **Hotel Plaza Blvd**
Orlando, Florida 32830-8438

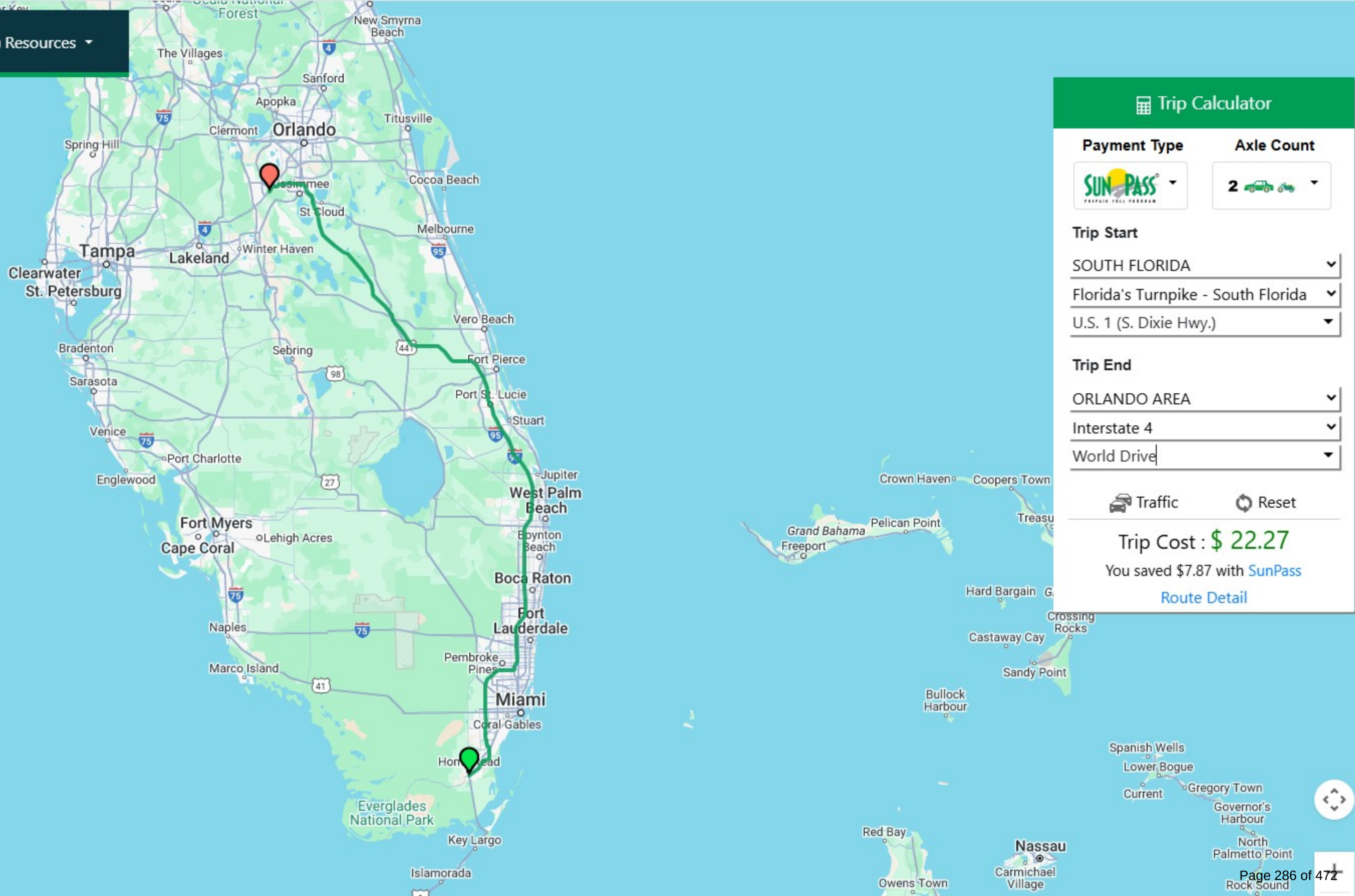


Recent Trips

Florida's Turnpike - South Florida	
Start:	U.S. 1 (S. Dixie Hwy.)
End:	World Drive
Florida's Turnpike - South Florida	
Start:	U.S. 1 (S. Dixie Hwy.)
End:	NW 72nd Ave / Milam ...
Florida's Turnpike - South Florida	
Start:	U.S. 1 (S. Dixie Hwy.)
End:	Interstate 4

Map Legend

Interchange	
Mainline Toll Point	
Toll Lanes	



Trip Calculator

Payment Type

Axle Count

2

Trip Start

SOUTH FLORIDA

Florida's Turnpike - South Florida

U.S. 1 (S. Dixie Hwy.)

Trip End

ORLANDO AREA

Interstate 4

World Drive

Traffic

Reset

Trip Cost : \$ 22.27

You saved \$7.87 with [SunPass](#)

[Route Detail](#)



Council Communication

To: Mayor and Village Council
From: Robert Mather, Review Engineer
Date: June 10, 2025
SUBJECT: **Resolution Identifying and Providing a List of Village Transportation Project Recommendations in Support of Monroe Counties Coordinated Submission to the Florida Department of Transportation TAB 10**

Background:

The Monroe County Board of County Commissioners ("BOCC") approved a resolution in July 2019 to create the Florida Keys Transportation Coordination Committee ("FKTCC"). The committee studies and researches traffic issues and creates formal recommendations for the governing bodies of the five municipalities and the BOCC.

The committee is composed of six elected officials, one from each municipality and one from the BOCC. State and regional transportation officials and city and county staff work with the committee to help make recommendations and answer questions. The FKTCC met in January 2022 to recommend and rank a set of potential solution projects approved in the U.S. 1 Transportation Master Plan (TMP).

The Village of Islamorada adopted Resolution No. 22-01-01 approving a list of transportation recommendations. The recommendations were prioritized through the FKTCC and the master list was adopted by BOCC to provide countywide recommendations for U.S. 1 improvements to the Florida Department of Transportation ("FDOT"). The prioritized list of recommendations contained 183 items, and of the 183, 75 have been addressed, added to FDOT work plan, completed, or removed, resulting in almost half of the projects being accounted for.

In the FKTCC meeting on February 24, 2025, Executive Director Richard Clark requested that all members of the FKTCC provide an updated list of project recommendations for submission to FDOT by June 2025. Mayor Sharon Mahoney replaced Buddy Pinder's seat on the FKTCC on March 18, 2025. Village Staff have been working with Mayor Mahoney to create the Village's transportation project recommendation list to support the efforts of FKTCC to provide safe, attractive, resilient, sustainable, and efficient access and travel along U.S. 1 throughout Monroe County.

Analysis:

Project recommendations are split into two "tiers". Tier 1 projects are of the utmost importance to the Village and expected to be addressed by FDOT. The tier 2 projects are included for consideration, however, are less likely to be addressed by FDOT. The proposed freight priority projects have been identified by FDOT. The countywide priority list is included in Exhibit 1 for

reference.

Reference #	Key	Project Description
Tier 1		
NEW	Multiple	Eliminate FDOT Weigh Station @ Snake Creek Bridge. Use available electronic scan technology
NEW	Islamorada	Implement lighting improvements per Islamorada lighting study currently in progress in coordination with MCSO.
NEW	Islamorada	Identify & implement roadway safety improvements at the south end of Upper Matecumbe/Tea Table.
NEW	Islamorada	Conduct study to identify potential ped/bike safety improvements at existing bridge crossings while maintaining shoulder as breakdown lane
NEW	Islamorada	Conduct a study to identify improvements to alleviate US-1 traffic flow due to cars merging from SR-4A at MM83.3 and MM85.3.
NEW	Islamorada	Design/Implement ROW Planting/Landscaping projects on north end of Upper Matecumbe, Windley Key, and Plantation Key
Tier 2 Priority Projects		
NEW	Islamorada	Conduct a study on identifying areas that would benefit from dedicated right turn lanes throughout Islamorada.
106	Islamorada	Conduct a study to determine methods to reduce speeding/crashes South end of Robbie's Marina (MM72-73) Islamorada
NEW	Islamorada	Conduct a study on impact of further limiting the amount of daily openings for snake creek drawbridge to reduce traffic interruption.
NEW	Islamorada	Pave two southbound lanes from Coral Shores to San Pedro Church to alleviate school traffic in conjunction with current FKA construction
Proposed Freight Priority Projects		
Proposed Freight Priority 1 Project	Islamorada	ROW sufficient to provide a single SB RT Lane for access to businesses north of US 1, restricting access to a single entrance. (200 ft full width).
Proposed Freight Priority 1 Project	Islamorada	Sufficient ROW is available to provide a continuous SB RT lane from Suburban Propane to AmeriGas (1,125 ft full width).

Budget Impact:

N/A

Staff Impact:

N/A

Recommendation:

Staff recommends that the Village Council pass and adopt the proposed resolution.

- Attachments:**
1. Resolution_FKTCC_Village_Support Revised 2025-05-14
 2. Exhibit 1 - Final 05-06-2025 FKTCC TMP Priority Projects

RESOLUTION NO. 25-

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, IDENTIFYING AND PROVIDING AN UPDATED SECOND PHASE LIST OF TRANSPORTATION PROJECT RECOMMENDATIONS TO IMPROVE TRAFFIC FLOW, ALLEVIATE CONGESTION, IMPROVE SAFETY AND ASSIST IN IMPROVING THE LEVEL OF SERVICE ON U.S. 1; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Florida Keys are a chain of islands that are connected to each other and the mainland by 112 miles of US Highway 1 ("U.S. 1"), extending from Key Largo to Key West; and

WHEREAS, traffic issues on U.S. 1 affect the health, safety, welfare, economic sustainability, and quality of life of the residents and visitors to the Florida Keys; and

WHEREAS, the Florida Keys are dependent on a safe, attractive, resilient, sustainable, and efficient access and travel along U.S. 1 throughout Monroe County; and

WHEREAS, on March 18, 2020, the Monroe County Board of County Commissioners approved the completion of a Transportation Master Plan to provide recommendations for U.S. 1 improvements to remedy Level of Service issues and to improve traffic flow within Monroe County and multimodal improvements; and

WHEREAS, the development of the U.S. 1 Transportation Master Plan includes reviewing relevant existing data, such as traffic volumes, crash data, transit information; meetings with stakeholders to get input on transportation issues and improvement opportunities; public input from numerous sources and public meetings; analyzing these factors to identify potential issues and develop potential high-level solutions, including roadway and multi-modal solutions to address the needs of pedestrians, bicyclists, public transit, and vehicular traffic; and

WHEREAS, the U. S. 1 Transportation Master Plan was developed in coordination with the public, stakeholders, and municipalities; and

WHEREAS, the U. S. 1 Transportation Master Plan was provided to the municipalities in draft and final format to encourage each community to review the Potential Solution List and provide feedback to the County; and

WHEREAS, on October 20, 2021, at their regular meeting, the Monroe County Board of County Commissioners ("BOCC") adopted the U. S. 1 Transportation Master Plan; and

WHEREAS, the U.S. 1 Transportation Master Plan recommended potential project list will be further reviewed by the BOCC to evaluate the opportunities, constraints and to select and prioritize the projects at future meetings; and

WHEREAS, on January 11, 2022, the Village Council adopted Resolution No. 22-01-01 approving a list of transportation recommendations from the potential solution list of projects within Appendix G of the approved U.S. 1 Transportation Master Plan; and

WHEREAS, the Florida Keys Transportation Coordination Committee ("FKTCC") has adopted Resolution No. 001-2022 providing the prioritized project list to the BOCC.

WHEREAS, the BOCC adopted Resolution No. 075-2022, prioritizing the traffic flow improvement projects and forwarding the prioritized recommendations to the Florida Department of Transportation ("FDOT").

WHEREAS, the FKTCC has reconvened and is providing an updated list of second phase recommendations to the BOCC via a FKTCC resolution for review, approval, and transmittal to FDOT; and

WHEREAS, it is anticipated that the BOCC will adopt a resolution with the entire prioritized project list, with the coordinated submission to FDOT; and

WHEREAS, FDOT is tasked with providing a safe statewide transportation system that ensures the mobility of people and goods, enhances economic prosperity, and preserves the quality of our environment and communities; and

WHEREAS, the partnership with FDOT is important to address and solve transportation issues affecting the Florida Keys and recognizing the importance of and support for maintaining a safe, resilient and efficient access and travel along U.S. 1; and

WHEREAS, the Village Council finds that providing the BOCC with the Village's transportation project recommendations and supporting the FKTCC second phase project recommendations 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. Identifying Recommendations. Pursuant to the goals of improving traffic flow, alleviating congestion, improving and maintaining the level of service for U.S. 1, enhancing safety and improving intermodal transportation systems, the Village Council has identified recommendations for the traffic goals listed above.

Section 3. Providing List of Recommendations. The Village Council does hereby provide the following recommendations as listed below and incorporated herein:

Reference #	Key	Project Description
Tier 1		
NEW	Multiple	Eliminate FDOT Weigh Station @ Snake Creek Bridge. Use available electronic scan technology
NEW	Islamorada	Implement lighting improvements per Islamorada lighting study currently in progress in coordination with MCSO.
NEW	Islamorada	Identify & implement roadway safety improvements at the south end of Upper Matecumbe/Tea Table.
NEW	Islamorada	Conduct study to identify potential ped/bike safety improvements at existing bridge crossings while maintaining shoulder as breakdown lane
NEW	Islamorada	Conduct a study to identify improvements to alleviate US-1 traffic flow due to cars merging from SR-4A at MM83.3 and MM85.3.
NEW	Islamorada	Design/Implement ROW Planting/Landscaping projects on north end of Upper Matecumbe, Windley Key, and Plantation Key
Tier 2 Priority Projects		
NEW	Islamorada	Conduct a study on identifying areas that would benefit from dedicated right turn lanes throughout Islamorada.
106	Islamorada	Conduct a study to determine methods to reduce speeding/crashes South end of Robbie's Marina (MM72-73) Islamorada
NEW	Islamorada	Conduct a study on impact of further limiting the amount of daily openings for snake creek drawbridge to reduce traffic interruption.
NEW	Islamorada	Pave two southbound lanes from Coral Shores to San Pedro Church to alleviate school traffic in conjunction with current FKAA construction
Proposed Freight Priority Projects		
Proposed Freight Priority 1 Project	Islamorada	ROW sufficient to provide a single SB RT Lane for access to businesses north of US 1, restricting access to a single entrance. (200 ft full width).
Proposed Freight Priority 1 Project	Islamorada	Sufficient ROW is available to provide a continuous SB RT lane from Suburban Propane to AmeriGas (1,125 ft full width).

Section 4. Assist in Identifying Transportation Projects. The Village Council recommendations are hereby provided to assist in identifying and evaluating transportation projects to forward to FDOT.

Section 5. Support the Final FKTC Priority List. Pursuant to the goals listed in Section 2, the Village Council does hereby support the countywide Final FKTC Priority List as provided in Exhibit 1.

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

Motion to adopt by _____, seconded by _____.

FINAL VOTE AT ADOPTION

VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA:

Mayor Sharon Mahoney _____

Vice Mayor Don Horton _____

Councilman Steve Friedman _____

Councilwoman Deb Gillis _____

Councilwoman Anna Richards _____

PASSED AND ADOPTED THIS ____ DAY OF _____, 2025.

SHARON MAHONEY, MAYOR

ATTEST:

MARNE MCGRATH, VILLAGE CLERK

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

JOHN J. QUICK, VILLAGE ATTORNEY

Exhibit 1

Reference #	Key	Project Description	Implementation Schedule	Improvement Category	FDOT FM #	Additional Comments/Information	FDOT Action
2025-2026 Transportation Master Plan, Transportation Coordination Committee Priority Project List approved May 6, 2025							
Tier 1							
Project #							
NEW	Multiple	Keys-Wide Bike - Pedestrian Master Plan	Short-term	Safety		Requires coordination with FDOT, Key West Transit, and Miami-Dade Transit; potential R/W impacts	
166	Multiple	Develop a Mobility On-Demand Application to assist users with trip planning and mobility options along US 1	Long-term	Technology		Requires coordination with FDOT, Key West Transit, and Miami-Dade Transit; potential R/W impacts	
NEW	Multiple	Construct a dedicated bike/pedestrian bridge from Stock Island to Key West at the Cheryl Cates bridge	Mid-term	Safety/Roadway		This area of US1 is very congested with multiple forms of transportation converging. A dedicated crossing for bike/pedestrian traffic would be the safest solution.	
NEW	Multiple	Eliminate FDOT Weigh Station @ Snake Creek Bridge. Use available electronic scan technology	Mid-term	Transit		The left in and left out of southbound trucks is a safety concern as well as a flow of traffic problem.	
NEW	Multiple	Inter-Island Ferry Feasibility Study	Short-term	Transit		Inter-island ferry service has long been contemplated in the Florida Keys. This would directly remove cars from US1.	
NEW	Multiple	Intelligent Transportation System for the traffic signals throughout the Keys	Short-term	Technology		The ability to control traffic flow from a remote location at FDOT and/or the Sheriff's office is key to keeping traffic flowing.	
79	Multiple	Conduct a feasibility study to add a "NO U-TURN" sign for SB left-turn traffic to reduce conflicts with westbound right- turn traffic at the intersection of US-1 and Sombrero Beach Road	Short-term	Safety			
24	Multiple	Conduct a planning study to evaluate the feasibility of a Park-n-Ride Hub, fixed route circulator, micro transit, bike sharing, and/or scooter-sharing services to provide first/last mile connections to complement public transit	Long-term	Transit		Key Largo, Stock Island, Marathon, Big Pine	
NEW	Key West	Solutions to user group conflicts on N. & S. Roosevelt sidewalks	Mid-term	Operations/Safety		Potential right-of-way impacts. Requires coordination with stakeholders and public acceptance	Future planning study when current road work on S. Roosevelt is completed in early 2025
NEW	Key West	FDOT funded elevation of Truman/Jose Marti intersection	Short-term	Safety/Roadway			
22	Stock Island - Key West	Evaluate the need for signing, pavement marking and sight distance improvements along the bike lanes in the vicinity of the Hurricane Hole Marina (near College Road South)	Short-term	Signing/Marking			
NEW	Marathon	OHT improvements: Stop signs on trail at intersections with streets, safety issue for peds and bicyclists with side street traffic	Long-term	Signing/Marking			
NEW	Marathon	Move 35 MPH signs from front of 3421 OSH to 4095 OSH reducing the speed from 45-35 in front of the community park	Mid-term	Transit		Requires road speed evaluation	

Exhibit 1

Reference #	Key	Project Description	Implementation Schedule	Improvement Category	FDOT FM #	Additional Comments/Information	FDOT Action
Tier 1							
NEW	Key Colony Beach	Conducting pedestrian crossing safety study at US1 and Sadowski Causeway.	Short-term	Safety			
98	Key Colony Beach	FDOT Traffic Operations Office is conducting a safety study at the intersection of US-1 and Coral Lane	FDOT is Currently Evaluating	Safety			
99	Key Colony Beach	FDOT Traffic Operations Office is evaluating a request for restriping and fixing the damaged pavement at the US 1 and Coco Plum Drive intersection. The request stated that bicyclist have a hard time making a left at Coco Plum Drive	FDOT is Currently Evaluating	Maintenance			
NEW	Islamorada	Implement lighting improvements per Islamorada lighting study currently in progress in coordination with MCSO.	Mid-term	Lighting/Safety			
NEW	Islamorada	Identify & implement roadway safety improvements at the south end of Upper Matecumbe/Tea Table.	Mid-term	Safety			
NEW	Islamorada	Conduct study to identify potential ped/bike safety improvements at existing bridge crossings while maintaining shoulder as breakdown lane	Mid-term	Safety			
NEW	Islamorada	Conduct a study to identify improvements to alleviate US-1 traffic flow due to cars merging from SR-4A at MM83.3 and MM85.3.	Mid-term	Transit			
NEW	Islamorada	Design/Implement ROW Planting/Landscaping projects on north end of Upper Matecumbe, Windley Key, and Plantation Key	Mid-term	Transit			
NEW	County	Install Burton Drive right-turn onto US1	Short-term	Safety/Roadway			
NEW	County	Publix/Affordable Housing project, MM92.5 Key Largo. Feasibility study for sufficient right-turn lane and dedicated left-turn lane(s) to north	Short-term	Safety/Roadway		This evaluation and implementation needs to be done simultaneously with the developer. Waiting until the development is complete and there is an issue will be too late.	
NEW	County	Conduct intersection improvement evaluation of Key Deer Blvd, Wilder Rd. and US 1.	Short-term	Safety/Roadway		The intersection continues to see more and more use. A proper evaluation of potential solutions for both traffic flow and safety are needed.	
NEW	County	Widen/Lengthen right turn lane on to College Road from the Key Haven entrance	Mid-term	Safety/Roadway		This would help both traffic flow as well as safety at this intersection.	

Exhibit 1

Reference #	Key	Project Description	Implementation Schedule	Improvement Category	FDOT FM #	Additional Comments/Information	FDOT Action
Tier 2 Priority Projects							
NEW	Marathon	Increase digital speed limit signs throughout Marathon and the Keys	Short-term	Safety			Signage and signalization have both been addressed by FDOT.
NEW	Marathon	Increase minimum speed limit signs similar to those on 7 mile Bridge					
NEW	County	Traffic flow analysis and access management update	Mid-term	Safety		Study modern alternative intersection designs that could alleviate traffic and help safety	
NEW	County	4-lane of planned bridge replacements and 4-lane of US1 where feasible to improve traffic flow					
7	Key West	Conduct a lighting evaluation study at crosswalks along S. Roosevelt Blvd.					
16	Key West	Dedicated left turn at Truman and White St.					
NEW	Key West	Dedicated left turn at N. Roosevelt and Palm	Short-term	Safety			
6	Key West	Conduct a review to improve pedestrian and bicycle features at the US1/Roosevelt Boulevard intersection	Mid-term	Safety			
7	Key West	Conduct a feasibility study to widen sidewalks on the southside of North Roosevelt Blvd	Mid-term	Safety		Potential access management impacts; requires public involvement	TAP: Transportation Alternative (non-motorized travel choices)
16	Key West	Review and identify potential pedestrian and bicycle signing/pavement marking improvements along US 1 from Roosevelt to E. College Rd.					
84	Key Colony Beach/ Marathon	Conduct a study to determine the location and need for a pedestrian crossing on the south end of Marathon	Mid-term	Operations			
87	Key Colony Beach/ Marathon	Conduct a feasibility study to widen US 1 from 11th Street Ocean to 15th Street	Long-term	Roadway		Requires modifications to Monroe County Comp Policies; potential access impacts; requires public involvement	CIGP
NEW	Islamorada	Conduct a study on identifying areas that would benefit from dedicated right turn lanes throughout Islamorada.					
106	Islamorada	Conduct a study to determine methods to reduce speeding/crashes South end of Robbie's Marina (MM72-73) Islamorada					
NEW	Islamorada	Conduct a study on impact of further limiting the amount of daily openings for snake creek drawbridge to reduce traffic interruption.					
NEW	Islamorada	Pave two southbound lanes from Coral Shores to San Pedro Church to alleviate school traffic in conjunction with current FKAA construction					

Exhibit 1

Reference #	Key	Project Description	Implementation Schedule	Improvement Category	FDOT FM #	Additional Comments/Information	FDOT Action
Proposed Freight Priority Projects							
Proposed Freight Priority 1 Project	Islamorada	ROW sufficient to provide a single SB RT Lane for access to businesses north of US 1, restricting access to a single entrance. (200 ft full width).		Road Resurfacing	449738-1	SR 5/US-1/OVERSEAS HWY FROM WEST OF VENETIAN BLVD TO FRONTAINE DRIVE Phase II-60% Letting 2/25/2026	
Proposed Freight Priority 1 Project	Islamorada	Sufficient ROW is available to provide a continuous SB RT lane from Suburban Propane to AmeriGas (1,125 ft full width).		Road Resurfacing	449738-1	SR 5/US-1/OVERSEAS HWY FROM WEST OF VENETIAN BLVD TO FRONTAINE DRIVE Phase II-60% Letting 2/25/2026	
Proposed Freight Priority 2 Project	Summerland to Little Torch	Continuous EB and WB right-turn lanes (appx 1,900' of full width each way) could be feasible as ROW appears to be adequate. Potential interference with sidewalks. No additional TWLTL as there is already one.		Road Resurfacing	452558-1	SR 5/US-1/OVERSEAS HWY FROM MM 29.5 TO MM 31.40 - Design Not Started - Letting 3/31/2028	
Proposed Freight Priority 2 Project	Summerland to Little Torch	Continuous EB and WB right-turn lanes (appx 1,300' of full width each way) could be feasible as ROW appears to be adequate. Potential interference with sidewalks. ROW also adequate for median left turn lane treatment extending east of Key Deer intersection (approx. 1,000').		Road Resurfacing	452558-1	SR 5/US-1/OVERSEAS HWY FROM MM 29.5 TO MM 31.40 - Design Not Started - Letting 3/31/2028	
Proposed Freight Priority 3 Project	Summerland to Little Torch	Continuous EB and WB right-turn lanes (appx 1,200' of full width each way) could be feasible as ROW appears to be adequate. Potential interference with sidewalks and bus stops. No additional TWLTL desired as there is already one		Road Resurfacing	452558-1	SR 5/US-1/OVERSEAS HWY FROM MM 29.5 TO MM 31.40 - Design Not Started - Letting 3/31/2028	
Proposed Freight Priority 3 Project	Summerland to Little Torch	Apparent sufficient ROW exists for these turn lanes. Potential interference with bus stop. From Sands Rd to 2nd St.		Road Resurfacing	452558-1	SR 5/US-1/OVERSEAS HWY FROM MM 29.5 TO MM 31.40 - Design Not Started - Letting 3/31/2028	



Council Communication

To: Mayor and Village Council
From: Lisa Lynch, Finance Director
Date: June 10, 2025
SUBJECT: **Preliminary Rate Resolution for FY 2025-2026 Solid Waste Assessment TAB 11**

Background:

On August 5, 1999, the Village Council of Islamorada, Village of Islands, (the "Village Council") adopted Ordinance No. 99-11 (the "Assessment Ordinance"), thereby authorizing the imposition and collection of annual residential solid waste service assessments for residential parcels within Islamorada, Village of Islands (the "Village") to provide funding for residential solid waste, recycling and yard waste collection and associated administrative/staff costs. Pursuant to the Assessment Ordinance, the Village is required to adopt a Preliminary Rate Resolution and a final Annual Rate Resolution each fiscal year to reimpose assessments. The Preliminary Rate Resolution initiates the annual process for updating the solid waste assessment roll, directs the re-imposition of assessments for the upcoming fiscal year, describes the assessment program and the method of apportionment, sets a public hearing date for final consideration, and authorizes the mailing and publication of notifications to affected property owners.

Through approval and adoption of Resolution No. 23-08-80 at its regular meeting on August 17, 2023, the Village Council established a maximum assessment rate for solid waste collection and disposal services of \$550.00 per dwelling unit for FY 2023-2024 and for future fiscal years.

Analysis:

The attached Preliminary Rate Resolution (**Attachment A**) proposes an assessment rate of \$510.00 per residential dwelling unit for FY 2025-2026. The Preliminary Rate Resolution establishes the public hearing date of July 22, 2025 for adoption of the final FY 2025-2026 solid waste assessment. On that date, the Village Council will be asked to approve and adopt the final Annual Rate Resolution, articulate the rate of the assessments, approve the assessment roll and direct and authorize the method of collection. The annual rate adoption process includes mailing notifications of the rate to owners of properties added to the tax roll over the previous year and publishing notices of the public hearing to adopt the annual assessment resolution in the newspaper no later than 20 days prior to the public hearing date as required by 197.3632. Once the final assessment resolution is adopted, the assessment roll must be certified by September 15, 2025 to be collected by the Monroe County Tax Collector. Collection of the special assessments and ad valorem taxes begins in November 2025.

Budget Impact:

Each year by October 1, a reconciliation of the number of residential units to which its Contractor provides services occurs whereby residential units that obtain certificates of occupancy over the course of the previous fiscal year are added to the overall count. The assessment roll for FY 2025-2026 is estimated to include 4,444 dwelling units within the Village. At the preliminary rate of \$510.00 per unit, the projected gross revenue from this assessment for FY 2025-2026 before pre-payment discounts is \$2,266,440. The final determination of revenue and the amount that the Village will pay for residential services to its Contractor would be based on the total number of dwelling units on the updated certified tax roll for this fiscal year.

Attachment B is a summary of revenue and expenditure activity for the Solid Waste Fund covering FY23-24 and FY24-25, as well as a proposed budget for FY 2025-2026 utilizing the \$510.00 non-ad valorem assessment amount. Beginning January 1, 2024, the Village's contract with Island Disposal began. The Village's agreement with Island Disposal allows for a maximum rate increase or decrease for non-disposal charges equal to CPI, but not to exceed 5% (based on the U.S. Bureau of Labor Statistics in the Miami-Fort Lauderdale-West Palm Beach area from June to June). The resulting 2025-26 CPI increase to the contract is not known until July 2025, as it is based on June numbers. As of March 2025, it was 2.9%. In addition, Island Disposal may increase their rate for disposal charges based on the actual increase they are charged by Monroe County, which is serviced by Waste Management.

Staff Impact:

The adoption of the final Annual Rate Resolution is scheduled for the July 22, 2025 Village Council meeting. The assessment program would be administered by the Finance and Administration Department with assistance from its assessment consulting firm, Accenture LLP (formerly Anser Advisory Services).

Recommendation:

Due to the fact that the solid waste rate has not been raised in several years but the solid waste costs continue to rise, it is recommended the Village Council adopt the preliminary rate of \$510.00 FY 2025-2026, understanding that a transfer from the General Fund will be needed at year-end to cover the shortage. This will be for the Solid Waste Service Assessment, beginning October 1, 2025 through September 30, 2026, with the understanding that a Final Annual Rate Resolution will be presented to Council on July 22, 2025.

Attachments:

1. ATT A-Preliminary Assessment Resolution Solid Waste 2025-2026
2. ATT B Summary of Rev and Exp

RESOLUTION NO. 25-__-__

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 2025-2026; 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, 2025 THROUGH SEPTEMBER 30, 2026; DIRECTING THE PREPARATION OF AN ASSESSMENT ROLL; PROVIDING FOR PUBLIC HEARING AND NOTICE THEREOF; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Village Council of Islamorada, Village of Islands, Florida (the "Village Council"), adopted Ordinance No. 99-11 (the "Ordinance"), which authorizes the annual reimposition of annual Solid Waste Service Assessments for Solid Waste collection and disposal services, facilities or programs against certain Assessed Property within Islamorada, Village of Islands (the "Village"); and

WHEREAS, the imposition of a Solid Waste Service Assessment for Solid Waste collection and disposal services, facilities or programs for each Fiscal Year is an equitable and efficient method of allocating and apportioning Solid Waste Costs among parcels of Assessed Property; and

WHEREAS, for Fiscal Year 2025-2026, beginning on October 1, 2025, through September 30, 2026, the Village Council desires to reimpose an annual Solid Waste collection and disposal assessment program within the Village, using the tax bill collection method; and

WHEREAS, pursuant to Ordinance 99-11, as codified in Chapter 46, Article III, Division 2, Section 46-93 of the Village Code of Ordinances, the Village is required to adopt a Preliminary Rate Resolution prior to the adoption of the Annual Assessment Resolution.

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

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

Section 2. Authority. This Resolution is adopted pursuant to the provisions of the Solid Waste Service Assessment Ordinance (Ordinance No. 99-11 or the "Ordinance"), the Initial Assessment Resolution (Resolution No. 99-08-39), the Final Assessment Resolution (Resolution No. 99-09-49), Sections 166.021 and 166.041, Florida Statutes, and other applicable provisions of law.

Section 3. Purpose and Definitions. This Resolution constitutes the Preliminary Rate Resolution as defined in the Ordinance which initiates the annual process for updating the Assessment Roll and directs the reimposition of Solid Waste Service Assessments for the Fiscal Year beginning October 1, 2025. All capitalized words and terms not otherwise defined herein shall have the meanings set forth in the Ordinance, the Initial Assessment Resolution and the Final Assessment Resolution. Unless the context indicates otherwise, words imparting the singular number, include the plural number, and vice versa.

Section 4. Provision and Funding of Solid Waste Services.

(A) Upon the imposition of Solid Waste Service Assessments for Solid Waste collection and disposal against Assessed Property located within the Village, the Village shall provide Solid Waste collection and disposal services to such Assessed Property.

(B) It is hereby ascertained, determined, and declared that each parcel of Assessed Property will be benefited by the Village's provision of Solid Waste collection and disposal services in an amount not less than the Solid Waste Service Assessment imposed against such parcel, computed in the manner set forth in this Preliminary Rate Resolution.

Section 5. Legislative Determinations of Special Benefit and Fair Apportionment. The legislative determinations of special benefit and fair apportionment embodied in the Ordinance, the Initial Assessment Resolution and the Final Assessment Resolution are hereby affirmed and incorporated herein by reference.

Section 6. Establishment of Annual Solid Waste Service Assessment Rate.

(A) For Fiscal Year 2025-2026, beginning October 1, 2025, through September 30, 2026, for which Solid Waste Service Assessments for Solid Waste collection and disposal services, facilities and programs are to be re-imposed, the Solid Waste Cost shall be allocated among all parcels of Assessed Property, based upon each parcels' classification as Residential Property and the number of Dwelling Units for such parcels. Only those parcels assigned an Improvement Code of "R" by the Property Appraiser on the Tax Roll shall be classified as Assessed Property. The total Solid Waste Cost for the Fiscal Year

beginning October 1, 2025, is estimated to be \$2,266,440. Accordingly, a preliminary rate of assessment equal to \$510.00 for each Dwelling Unit for solid waste collection and disposal services is hereby approved for Fiscal Year beginning October 1, 2025, through September 30, 2026.

(B) In accordance with Section 2.08 of the Ordinance, a maximum assessment rate of \$550.00 per Dwelling Unit for solid waste collection and disposal services is hereby approved for future fiscal years without mailed notice.

(C) The Village Manager is hereby directed to prepare, or cause to be prepared, an updated Assessment Roll for the Fiscal Year beginning October 1, 2025, in the manner provided in the Ordinance. Such updated Assessment Roll shall contain the following: (1) a summary description of all Assessed Property within the Village conforming to the description contained on the Tax Roll, (2) the name and address of the Owner of record of each parcel as shown on the Tax Roll, and (3) the amount of the Solid Waste Service Assessment attributable to each Dwelling Unit for Solid Waste collection and disposal services.

(D) A copy of this Preliminary Rate Resolution, the Ordinance, the Initial Assessment Resolution, the Final Assessment Resolution and the updated Assessment Roll is maintained on file in the office of the Village Clerk and open to public inspection. The foregoing shall not be construed to require that the updated Assessment Roll be in printed form if the amount of the Solid Waste Service Assessment for each parcel of property can be determined by use of a computer database available to the public.

(E) The Solid Waste Service Assessment for each parcel of Assessed Property shall be computed by multiplying the assessment rate by the number of Dwelling Units on such parcel.

(F) It is hereby ascertained, determined, and declared that the foregoing method of determining the Solid Waste Service Assessments for Solid Waste collection and disposal services is a fair and reasonable method of apportioning the Solid Waste Cost therefore among parcels of Assessed Property.

Section 7. Public Hearing. The Village Council hereby confirms that a public hearing is scheduled to be held at 5:30 p.m. on July 22, 2025, at Founders Park Community Center, 87000 Overseas Highway, Islamorada, Florida, for the purpose of (A) receiving and considering any comments on the Solid Waste Service Assessments from affected property owners and (B) authorizing the reimposition of such Solid Waste Service Assessments for Solid Waste collection and disposal for Fiscal Year 2025-2026 and collecting such assessments on the same bill as ad valorem taxes.

Section 8. Notice by Publication. The Village Manager shall publish a notice, as required by Section 2.04 of the Ordinance, in substantially the form attached hereto as Appendix A. Such notice shall be published no later than July 1, 2025, in a newspaper generally circulated within Monroe County.

Section 9. Notice by Mail. The Village Manager shall provide notice by first class mail to the Owner of each parcel of Assessed Property which has been reclassified or issued a new

Certificate of Occupancy (CO) pursuant to a building permit for a Dwelling Unit that was not included on the Assessment Roll approved for the prior fiscal year, and in the event circumstances described in Section 2.08(F) of the Ordinance so require. Such notice shall be in substantially the form attached hereto as Appendix B. Such notices shall be mailed not later than July 1, 2025.

Section 10. Effective Date. This Preliminary Rate Resolution shall take effect immediately upon its passage and adoption.

[Remainder of this page intentionally left blank.]

Motion to adopt by _____, seconded by _____.

FINAL VOTE AT ADOPTION

VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS

Mayor Sharon Mahoney _____

Vice Mayor Don Horton _____

Councilwoman Deb Gillis _____

Councilwoman Anna Richards _____

Councilman Steve Friedman _____

PASSED AND ADOPTED THIS ____ DAY OF _____, 2025.

SHARON MAHONEY, MAYOR

ATTEST:

MARNE McGRATH, VILLAGE CLERK

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

JOHN J. QUICK, VILLAGE ATTORNEY

FUND BALANCE, Beginning

102-282-000 Committed

	10/1/2024	10/1/2025
\$	39,514	\$ 39,513

ATTACHMENT B

<i>FY 2023-2024 Actuals (Audited)</i>	<i>FY 2024-2025 Amended Budget</i>	<i>9/30/2025 Projected</i>	<i>FY 2025-2026 BUDGET</i>
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as of 3/31/2025

REVENUES

	<i>Estimated # of Residential Units</i>	<i>4,444</i>
<i>FY 25-26 Solid Waste Non-Ad Valorem Assessment</i>	<i>\$</i>	<i>510.00</i>
<i>Gross Revenue</i>	<i>\$</i>	<i>2,266,440</i>
<i>Less Early Payment Discounts (3%)</i>		<i>(67,993)</i>
<i>Net Revenue</i>	<i>\$</i>	<i>2,198,447</i>

102-325-101	Solid Waste Assessment Revenue	\$ 2,089,401	\$ 2,099,900	\$ 2,089,401	\$ 2,198,447
102-361-000	Interest Revenue	4,068	5,000	9,000	5,000
102-381-001	Transfer from General Fund	127,000	255,927	324,480	325,000
	<i>(Solid Waste Franchise Fees)</i>				
	TOTAL REVENUES	\$ 2,220,469	\$ 2,360,827	\$ 2,422,881	\$ 2,528,447

EXPENDITURES

Personnel	Public Works Director (10%)				
102-1200-534-12	Full Time Wages	\$ 14,442	\$ 15,100	\$ 14,128	\$ 15,100
102-1200-534-21	Payroll Taxes	1,183	1,200	1,365	1,200
102-1200-534-22	Retirement Plan Contributions	1,954	2,100	1,800	2,100
102-1200-534-23	Employee Insurance Benefits	1,049	1,146	900	1,146
102-1200-534-24	Workers Compensation Insurance	201	245	245	245
		18,829	19,791	18,438	19,791
Operating					
102-1200-534-31	Professional Services	6,083	6,000	6,000	7,000
102-1200-534-42	Freight & Postage	-	110	-	
102-1200-534-43	Solid Waste (Utility) Services	2,214,449	2,373,526	2,397,443	2,535,493
102-1200-534-45	Insurance	203	500	500	600
102-1200-534-48	Legal Advertisements	477	500	500	600
		2,221,212	2,380,636	2,404,443	2,543,693
	TOTAL EXPENDITURES	\$ 2,240,041	\$ 2,400,427	\$ 2,422,881	\$ 2,563,484
	REVENUES OVER / (UNDER) EXPENDITURES	\$ (19,571)	\$ (39,600)	\$ (0)	\$ (35,037)

FUND BALANCE, Ending

102-282-000 Committed

	9/30/2025	9/30/2026
\$	39,513	\$ 4,476



Council Communication

To: Mayor and Village Council
From: Peter Frezza, Environmental Resources Manager
Date: June 10, 2025
SUBJECT: **Resolution Approving a Work Authorization with WSP USA for the Design and Permitting for a Slow Speed/Minimum Wake Zone at Starck's Wheel Ditch TAB 12**

Background:

The Islamorada Village Council along with the Village's Nearshore Water Regulations Citizens Advisory Committee have been discussing the idea of establishing a slow speed / minimum wake zone through the Starcks wheel ditch off of the bayside of Lower Matecumbe Key. The new regulatory zone has been proposed to address the danger that the narrow channel creates due to the high recreational use, poor visibility and speed of vessels through the channel. Florida Statutes grants the Village Council the authority to implement slow speed / minimum wake boating safety zones on a creek, stream, canal, or similar linear waterway if the waterway is less than 75 feet in width. After discussions on the subject at its regularly scheduled meeting on April 8, 2025, the Village Council gave direction to staff to look into establishing a new Ordinance that would create a new slow speed zone through the channel. The creation of a new regulatory zone such as this would require appropriate buoys that would designate and define the slow speed zone. A proposal was requested and received from Village consultant WSP USA, Inc. ("WSP") for the design and permitting support services to install the appropriate buoys/signage through the channel.

Analysis:

Effective August 14, 2020, the Village and WSP entered into a Non-Exclusive Continuing Services Agreement ("CSA") for professional architectural and engineering support services. WSP is a multidisciplinary firm with local staff that has served the Village and Monroe County for the past twelve (12) years. Exhibit "A" to the attached Resolution is proposed Work Authorization No. 21 between the Village and WSP for Environmental Support Services for design and permit assistance for a slow speed/minimum wake zone at Starcks wheel ditch, at a cost not to exceed \$10,732. Work Authorization No. 21 would become effective upon full execution and continue through December 31, 2026. Under this agreement, outlined in the Scope of Services within Exhibit "1", WSP will provide a site assessment, design and engineering of the new zone, and permitting services for the establishment of the new buoy/signage system.

Budget Impact:

The Village did not specifically budget for these services in FY 2024-2025. However, services such as this are typically accounted for within the General Fund/Village Manager/Professional

Services account. The balance of this account as of June 10, 2025 is \$52,696.72. Expenditures would run into FY 2025-2026.

Staff Impact:

The Village's Environmental Resources Manager would manage the agreement with WSP and would assist WSP with any environmental questions or issues that arise. The Village's Finance department would track the expenditures. Estimated staff time on this project is one hour per week.

Recommendation:

Staff recommends that the Village Council approve and adopt the attached Resolution, thereby authorizing Work Authorization No. 21 with WSP for the services.

- Attachments:**
1. Resolution_WSP WA#21_Starcks Wheel Ditch_061025 RVCM
 2. Exhibit A_WA#21_WSP_Starcks Wheel Ditch_061025
 3. Exhibit 1_WSP Proposal- Starcks Wheel Ditch

RESOLUTION NO. 25-

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING WORK AUTHORIZATION NO. 21 WITH WSP USA, INC. FOR PROFESSIONAL SERVICES FOR THE DESIGN AND PERMITTING FOR A SLOW SPEED/MINIMUM WAKE ZONE AT STARCKS WHEEL DITCH; AUTHORIZING VILLAGE OFFICIALS TO IMPLEMENT THE TERMS AND CONDITIONS OF WORK AUTHORIZATION NO. 21; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE PROJECT AGREEMENT FOR WORK AUTHORIZATION NO. 21; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Village Council of Islamorada, Village of Islands (the "Village Council"), has been discussing the idea of establishing a new slow speed/minimum wake zone through the channel known as Starcks wheel ditch off the bayside of Lower Matecumbe Key; and

WHEREAS, pursuant to Section 327.46, Florida Statutes, the Village has the authority to implement slow speed/minimum wake boating safety zones; and

WHEREAS, a necessary step for the Village if it desires to move forward with the new slow speed zone is to complete the design and permitting for the buoy system that would delineate the zone; and

WHEREAS, the Village is in need of an independent contractor to provide the necessary engineering and environmental services to complete the design and permitting for the proposed new slow speed zone; and

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

WHEREAS, WSP has proposed to perform these services as outlined in the Scope of Services within Exhibit "1" (the "Services") in an amount not to exceed Ten Thousand Seven-hundred Thirty-two Dollars (\$10,732); and

WHEREAS, the Village Council of Islamorada, Village of Islands (the "Village Council"), has determined that approval of the Work Authorization No. 21 with WSP is in the best interest of the Village and its residents.

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

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

Section 2. Approval of Work Authorization. The Village Council hereby approves Work Authorization No. 21 with WSP for completion of the Design & Permitting for a slow speed/minimum wake zone through the Starcks wheel ditch, as set forth in Exhibit "A" attached hereto.

Section 3. Authorization of Village Officials. The Village Manager and/or designee and the Village Attorney are authorized to take all actions necessary to implement the terms and conditions of the Work Authorization No. 21.

Section 4. Authorization of Fund Expenditure. Notwithstanding the limitations imposed upon the Village Manager pursuant to the Village's Purchasing Procedures Ordinance, the Village Manager is authorized to expend budgeted funds to implement the terms and conditions of the Work Authorization No. 21.

Section 5. **Authorization of Work Authorization Execution.** The Village Manager is authorized to execute the Work Authorization with WSP on behalf of the Village and to execute any extension and amendments to the Agreement, subject to approval as to form and legality by the Village Attorney.

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

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Motion to adopt by _____, seconded by _____.

FINAL VOTE AT ADOPTION

VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS

Mayor Sharon Mahoney _____

Vice Mayor Don Horton _____

Councilman Steve Friedman _____

Councilwoman Deb Gillis _____

Councilwoman Anna Richards _____

PASSED AND ADOPTED THIS ____ DAY OF _____, 2025.

SHARON MAHONEY, MAYOR

ATTEST:

MARNE MCGRATH, VILLAGE CLERK

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

JOHN J. QUICK, VILLAGE ATTORNEY

PROJECT AGREEMENT

Between

ISLAMORADA, VILLAGE OF ISLANDS

And

WSP USA, INC.

For

Work Authorization No. 21

Engineering, Environmental, and Support Services

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

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

WHEREAS, the VILLAGE and CONSULTANT desire to enter into this Work Authorization No. 21 for the CONSULTANT to complete the design and permitting for a slow speed / minimum zone at Starcks wheel ditch (the "Services"), as more further described in Exhibit "1" attached hereto, in accordance with the terms and conditions of this Work Authorization No. 21.

The VILLAGE and CONSULTANT agree as follows:

SECTION 1. SCOPE OF SERVICES

1.1 The CONSULTANT shall provide environmental services to the VILLAGE for the Project as described in the "Project Description" attached as Exhibit "1" to complete the design and permitting.

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:

- *A report summarizing the findings of the assessment in PDF format to be delivered to the Village Project manager*
- *WSP will create permitting packages for submittal to regulatory agencies. WSP will respond to requests for information regarding the permit applications up to two times per application*
- *Design drawings for the proposed buoys formatted to Village standards showing the proposed site plan and schematic cross-section*
- *Electronic transmission of the design containing 100% design*

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

SECTION 3. TERM/TIME OF PERFORMANCE/DAMAGES

3.1 Term. This Project Agreement shall commence on the date this Agreement is fully executed by all parties and shall continue in full force and effect through, **December 31, 2026**, unless otherwise terminated pursuant to Section 6 or other applicable provisions of this Project Agreement. The Village Manager may extend the term of this Agreement through written notification to the CONSULTANT. Such extension shall not exceed (30) days. No further extensions of this Agreement shall be effective unless authorized by the Village Council.

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

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

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

SECTION 4. AMOUNT, BASIS AND METHOD OF COMPENSATION

4.1 Lump Sum Compensation. VILLAGE agrees to pay CONSULTANT an amount not to exceed Ten Thousand Seven-hundred Thirty-two Dollars **(\$10,732)** as compensation for performance of all Services related to the Project. It is understood that the method of compensation is that of lump sum which means that CONSULTANT shall perform all Services set forth for total compensation in the amount stated above. Said lump sum includes but is not limited to, compensation for all fees, expenses, and out-of-pocket costs of the CONSULTANT.

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

SECTION 5. BILLING AND PAYMENTS TO THE CONSULTANT

5.1 Invoices.

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

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

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

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

SECTION 6. TERMINATION/SUSPENSION

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

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

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

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

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

SECTION 7. PERSONNEL ASSIGNED TO PROJECT

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

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

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

SECTION 8. INCORPORATION OF CONTINUING CONTRACT

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

SECTION 9. SEVERABILITY

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

SECTION 10. MISCELLANEOUS

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

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

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

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

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

this Project Agreement is terminated for a violation of the statute by CONTRACTOR, CONTRACTOR may not be awarded a public contract for a period of 1 year after the date of termination.

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

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

[Remainder of this page intentionally left blank]

Affidavit Attesting to Noncoercive Conduct for Labor or Services

Nongovernment Entity name: WSP USA Inc. ("Vendor")

Vendor FEIN: 11-1531569

Address: 16250 NW 59th Ave, Suite 206

City: Miami Lakes State: FL Zip: 33014

Phone number: 1 (470) 991-3771 Email Address: christine.mehle@wsp.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: C Mehle
Authorized Signature

Print Name and Title: Vice-President, Florida Water Lead

Date: 05/19/2025

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: _____
Ron Saunders, Village Manager

The ____ day of _____, 20__.

AUTHENTICATION:

Marne McGrath, Village Clerk

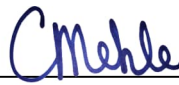
(SEAL)

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

John J. Quick, Village Attorney

CONSULTANT

WSP USA, INC.

By: 

Print Name: Christine Mehle

Title: Vice-President, Florida Water Lead

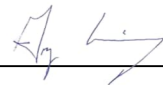
The 19 day of May, 2025.

AUTHENTICATE:

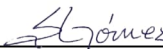
Secretary

Print Name

WITNESSES:



Print Name: Greg Corning



Print Name: Soraya Gomez



Exhibit 1

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

wsp.com

May 12, 2025

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

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

Re: Proposal for Permit Assistance for Slow Speed/Minimum Wake Zone at Starck's Wheel Ditch Lower Matecumbe Key
WSP Opportunity No. 2025US409896

Dear Mr. Frezza:

WSP USA Environment & Infrastructure, Inc. (WSP) is pleased to provide this proposal for professional services related to assisting in obtaining permits for a new slow speed/minimum wake zone at Starck's Wheel Ditch adjacent to Lower Matecumbe Key, Village of Islamorada.

BACKGROUND AND NEED SECTION

Starck's Wheel Ditch is a high-traffic channel adjacent to Lower Matecumbe Key, averaging less than 100 feet in width, with several small tributary creeks popular for recreation. These conditions often lead to conflicts between other boaters, kayakers, and the motorized vessels traveling at high speeds, unable to avoid them. To address these safety concerns, the Village Council directed staff to solicit proposals for the design and permitting of a new slow speed/minimum wake zone within Starck's Wheel Ditch.

Scope of Services

Task 1 : Site Assessment

WSP will assess existing conditions within the proposed project area, including channel width and distribution of environmental resources. Staff will perform a rapid assessment of the benthos and measure the width of the channel in 6 locations to identify suitable buoy locations.

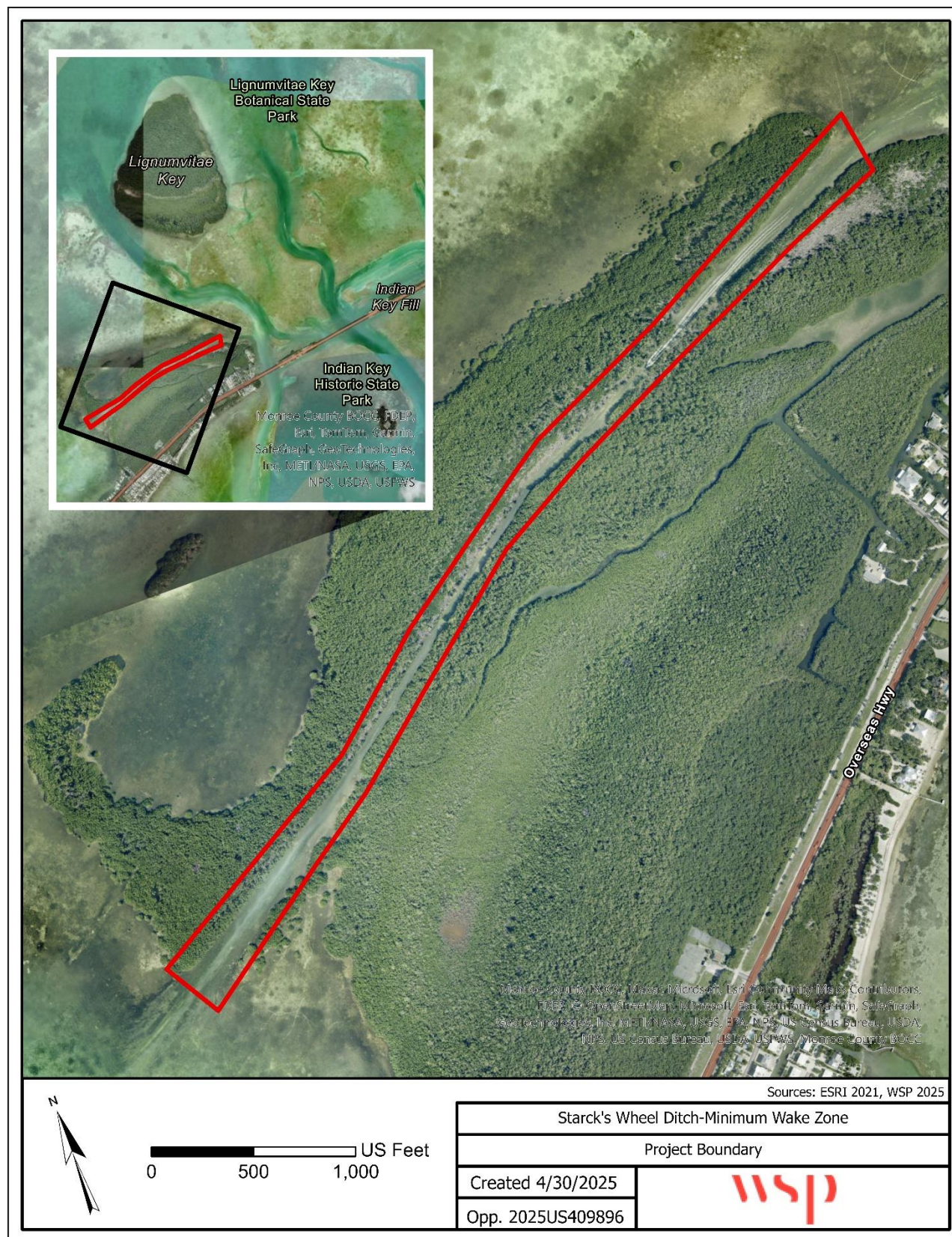


Figure 1

Buoy locations will be selected based on the following criteria:

- Channel width is equal to or less than 75 feet.
- Locations are within 100 feet of the most easterly and westerly locations where channel width is equal to or less than 75 feet.
- The location is devoid of submerged resources (coral, seagrass, sponges, mangroves).
- The Channel is sufficiently wide to ensure navigation is not impeded.

Channel width measurement locations:

1. The most easterly point where the width is equal to or less than 75 feet.
2. The most westerly point where the width is equal to or less than 75 feet.
3. 4 locations spaced at roughly equal distances between the two points listed in 1 & 2.

Location data will be collected with a GPS device capable of a minimum spatial accuracy of 1 meter. Refer to **Figure 1** for the proposed survey and assessment boundaries

Deliverable(s): A report summarizing the findings of the assessment in PDF format to be delivered to the Village project manager.

Performance Measure: Deliverables will be reviewed by the Client to confirm they are complete, accurate, and timely.

Task 2 : Permitting Services

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

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

Performance Measure: Deliverables will be reviewed by the Client to confirm they are complete, accurate, and timely.

Task 3 : Design & Engineering

WSP will provide design drawings for the proposed buoys. Drawings will be formatted to Village standards and are anticipated to include the following sheets: Cover, Proposed Site Plan, Schematic Cross Section.

Deliverable(s): Electronic transmission containing 100% Design.

Performance Measure: Deliverables will be reviewed by the Client to confirm they are complete, accurate, and timely.

Exclusions

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

Proposed Fee

Fees for the services described above will be charged on a lump sum basis. The proposed fee includes the labor and expenses that can reasonably be anticipated to complete the scope of services as proposed, as well as travel costs and expendable supplies. The total proposed fee is **\$10,732.00**.

TASKS	TASK FIXED PRICE COST	TASK REIMBURSABLE
Task 1: Site Assessment	\$5,145.00	\$414.00
Task 2: Permitting Services	\$2,815.00	
Task 3: Design & Engineering	\$2,358.00	
Total Fixed Price Cost:	\$10,318.00	
Total Reimbursable Cost:		\$414.00
Overall Total Cost:	\$10,732.00	

This proposal is good for 60 days or the contract end date, whichever is sooner. The terms and conditions of the Non-Exclusive Continuing Services Agreement between Islamorada, Village of Islands, and WSP USA Inc. (WSP), dated August 14, 2020, are incorporated by reference.

Closing

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

Sincerely,

WSP USA Inc.



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

BD/GC/sg



Council Communication

To: Mayor and Village Council
From: A.J. Engelmeyer, Public Works Director
Date: June 10, 2025
SUBJECT: **Resolution Approving New Lease Agreement with Florida Department of Transportation for Right-of-Way Property Bayside, Mile Marker 84, Parcel No. 489 TAB 13**

Background:

Since 2003, pursuant to Village Resolution No. 03-02-05, Islamorada, Village of Islands ("Village"), has leased the right-of-way property adjacent to U.S. Highway 1 Bayside at MM 84, Parcel No. 489, from the State of Florida Department of Transportation ("FDOT"). The Lease generally provides for use of the property by the Village for public purposes, including re-vegetation, installation of a bike trail and other improvements. The Lease also provides that the Village shall pay no rent or consideration for the public purpose use of the property.

In 2010, the Village and FDOT entered into a five (5) year Lease Agreement, through June 30, 2015. The Agreement was renewed on June 18, 2015, for an additional (5) five years through June 30, 2020, and again on July 30, 2020, for an additional (5) five years through August 31, 2025. The Village currently performs mowing and trimming maintenance on FDOT the right-of-way property in accordance with the terms of the current Lease Agreement.

Analysis:

The current Lease Agreement expires on August 31, 2025, and the Village and FDOT desire to renew the current Agreement. The Village desires to enter into a new five (5) year lease agreement with the added option of the Lessee to extend for an additional five (5) years. The proposed new lease agreement would therefore terminate on August 31, 2030, with the added option for the Village of extending for an additional 5 years through 2035.

Budget Impact:

The Lease Agreement provides for no rent payments due from the Village. The Village is required to maintain the existing fence on the property and provide liability insurance.

Staff Impact:

There is no staff impact associated with the execution of the Lease Agreement.

Recommendation:

It is recommended that the Village Council adopt the attached Resolution, thereby approving the new Lease agreement with the Florida Department of Transportation for right-of way property adjacent to U.S. Highway 1 Bayside at MM 84, Parcel No. 489.

Attachments: 1. Resolution
2. Exhibit A

RESOLUTION NO. 25-

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA APPROVING NEW LEASE AGREEMENT BETWEEN THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) AND ISLAMORADA, VILLAGE OF ISLANDS, FOR RIGHT-OF-WAY PROPERTY IDENTIFIED AS FDOT PARCEL NO. 489 AND LOCATED AT APPROXIMATELY MILE MARKER 84, BAYSIDE; AUTHORIZING VILLAGE OFFICIALS TO IMPLEMENT THE TERMS AND CONDITIONS OF THE LEASE AGREEMENT; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE LEASE AGREEMENT; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, in 2003, Islamorada, Village of Islands (the "Village"), entered into a Lease Agreement with the Florida Department of Transportation ("FDOT") for right-of-way property located at approximately MM 84 bayside, identified as Parcel No.489 by FDOT; and

WHEREAS, on June 18, 2015, pursuant to Resolution 15-06-49, the Village renewed the Lease Agreement with FDOT for five (5) years through June 30, 2020; and

WHEREAS, on May 21, 2020, pursuant to Resolution 20-05-41, the Village approved a lease extension with an expiration date of August 31, 2020, to allow for review of the subject property as part of FDOT's 10-year review process; and

WHEREAS, on July 30, 2020, pursuant to Resolution 20-07-61, the Village approved a lease extension with an expiration date of August 31, 2025; and

WHEREAS, FDOT and the Village desire to enter into a Lease Agreement for Parcel 489, from September 1, 2025, through August 31, 2030, as set forth in Exhibit "A" hereto; and

WHEREAS, the Village wishes to approve the new lease agreement through August 31, 2030, with the added option for the Lessee extending contract for another 5 years thereafter; and

WHEREAS, the Lease Agreement provides for the use of the property by

the Village for public purposes, including re-vegetation, installation of a bike trail and other improvements; and

WHEREAS, the Village would continue to perform fence repairs and mowing and trimming maintenance in accordance with the Agreement; and

WHEREAS, the Village Council finds that approval of the Lease Agreement between FDOT and the Village, as attached hereto as Exhibit "A" is in the best interest of the Village and its residents. Stiches

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. The Village Council of Islamorada, Village of Islands, hereby approves the Lease Agreement between the Village and FDOT for Parel No. 489, a copy of which is attached 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 Lease Agreement.

Section 4. Execution of Lease Agreement. The Village Manager is authorized to execute the Lease Agreement on behalf of the Village, to execute any required agreements and/or documents to implement the terms and conditions of the Lease Agreement and to execute any

extensions and/or amendments to the Lease Agreement subject to approval as to form and legality by the Village Attorney.

Section 5. Authorization of Fund Expenditure. Notwithstanding the limitations imposed upon the Village Manager pursuant to the Village's Purchasing Procedures Ordinance, the Village Manager is hereby authorized to expend budgeted funds to implement the terms and conditions of the Agreement.

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

Motion to adopt by _____ and seconded by _____.

FINAL VOTE AT ADOPTION

VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS

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

PASSED AND ADOPTED THIS ____ DAY OF _____, 2025.

SHARON MAHONEY, MAYOR

ATTEST:

MARNE MCGRATH, VILLAGE CLERK

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

JOHN J. QUICK, INTERIM VILLAGE ATTORNEY

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
USE AND OCCUPANCY AGREEMENT

ITEM/SEGMENT NO.: 415230-2
 MANAGING DISTRICT: Six
 F.A.P. NO.: N/A
 STATE ROAD NO.: 5/US 1 / Overseas Hwy / MM 84
 COUNTY: Monroe
 PARCEL NO.: 489

THIS **AGREEMENT**, made this _____ day of _____, between
ISLAMORADA, VILLAGE OF ISLANDS at 86800 Overseas Highway, Islamorada, Florida 33036
 (Lessee) and the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION (Department), an agency of the State of Florida
 (State).

WITNESSETH:

WHEREAS, the Department may convey a leasehold in the name of the State, in any land, buildings, or other property, real or personal, acquired under Section 337.25, Florida Statutes; and

WHEREAS, the United States Department of Transportation, Federal Highway Administration (FHWA), requires any use of airspace above, and/or below the highway's established gradeline, lying within the approved right of way limits on a Federal Aid System, to be accomplished pursuant to a right of way use and occupancy agreement in accordance with 23 CFR, Part 710, and

WHEREAS, the Department has acquired sufficient legal right, title, and interest in the right of way of SR-5/Overseas Hwy MM84
 _____ which includes the property described in Exhibit "A" attached hereto and made a part hereof, which right of way is part of a highway on a Federal Aid System; and

WHEREAS, the Department desires to lease to Lessee the airspace which is that space located above and/or below the gradeline of the property described in Exhibit "A", attached and such airspace is hereinafter referred to as the "real property interest" or the "leased property" and made a part hereof for the following purpose: The leased property shall be used solely for the purpose of revegetation and for the continued use of the existing bike path.

WHEREAS, the proposed use will not impair the full use and safety of the highway, require or permit vehicular access to such space directly from the established gradeline of said highway, or interfere with the free flow of traffic on said highway.

NOW, THEREFORE, in consideration of the premises made a part hereof, and the covenants, promises, understandings, and agreements made by each party to the other as set forth herein, the Department and the Lessee do hereby mutually agree as follows:

1. Premises

The premises hereto are true and correct and form an integral part of this Agreement.

2. Term

The Department does hereby lease unto Lessee the real property interest for a period of five (5) years beginning with the date of this Agreement. One renewal of this Agreement may be made for five (5) years. However, except for a public purpose conveyance, such renewal may not exceed five years. Nothing herein shall be construed to in any way grant an interest in the property lying below said airspace.

3. Rent

a. Lessee shall pay to the Department as rent each ☐ month ☐ quarter ☐ year on or before the first day of each rent

payment period, _____ plus applicable sales tax. When this Agreement is terminated, any unearned rent and sales tax payment shall be refunded to Lessee. However, no such refund shall be made where termination is due to Lessee's violation of a term or condition of this Agreement.

b. The Department reserves the right to review and adjust the rental fee biannually and at renewal to reflect market conditions.

c. All rental payments are to be made by check or money order, payable to the State of Florida Department of Transportation and delivered on or before the due date to: _____

d. Lessee shall be responsible for all state, county, city, and local taxes that may be assessed, including real property taxes and special assessments. In the event that no rent is specified herein, then it has been determined that either the use by Lessee is a nonproprietary use by a governmental agency or an exception from the current fair market rental value requirement (23 U.S.C. Section 156) has been obtained for social, environmental, or economic mitigation (SEE) purposes. In the event that it should be determined at any time that the use is not a nonproprietary use by a governmental agency or that the SEE exception does not apply or has been revoked, Lessee agrees to pay, at that time, rent as determined to be the fair market rental value by an independent appraiser certified by the Department, and Lessee further agrees to pay such rent, under the remaining terms and conditions of this Paragraph 3, for the remaining term (including renewals) of this Agreement.

e. Any installment of rent not received within ten (10) days after the due date shall bear interest at the highest rate allowed by law from the due date thereof, per Section 55.03(1), Florida Statutes. This provision shall not obligate the Department to accept late rent payments or provide Lessee a grace period.

4. Use, Occupancy, and Maintenance

a. The Lessee shall be responsible for developing and operating the real property interest as set forth herein.

b. The Lessee's proposed use of the real property interest is as follows: The leased property shall be used solely for the purpose of revegetation and for the continued use of the existing bike path.

c. The general design for the use of the real property interest, including any facilities to be constructed, and the maps, plans, and sketches setting out the pertinent features of the use of the real property interest in relation to the highway facility are set forth in composite Exhibit "B" attached hereto and by this reference made a part hereof. In addition, said composite Exhibit "B" also contains a three-dimensional description of the space to be used, unless the use is of a surface area beneath an elevated highway structure or adjacent to a highway roadway for recreation, public park, beautification, parking of motor vehicles, public mass transit facilities, or other similar uses, in which case, a metes and bounds description of the surface area, together with appropriate plans or cross sections clearly defining the vertical use limits, may be substituted for said three-dimensional description in said composite Exhibit "B".

d. Any change in the authorized use of the real property interest or revision in the design or construction of the facility described in Exhibit "B" shall require prior written approval from the appropriate District Secretary of the Department, subject to concurrence by the FHWA.

e. The Department, through its duly authorized representatives, employees, and contractors, and any authorized FHWA representative, may enter the facility at any time for the purpose of inspection, maintenance, or reconstruction of the highway and adjacent facilities, when necessary; or for the purpose of surveying, drilling, monitoring well installations, sampling, remediation, and any other action which is reasonable and necessary to conduct an environmental assessment or to abate an environmental hazard.

f. Lessee, at Lessee's sole cost and expense, shall maintain the facility to occupy the real property interest so as to assure that the structures and the area within the highway right of way boundaries will be kept in good condition, both as to safety and appearance. Such maintenance will be accomplished in a manner so as to cause no unreasonable interference with the highway use. Lessee shall ensure vertical and horizontal access to the Department for maintenance purposes. In the event that Lessee fails to so maintain the facility, the Department, through its duly authorized representatives, employees, and contractors, may enter the facility to perform such work, and the cost thereof shall be chargeable to the Lessee and shall be immediately due and payable to the Department upon the performance of such work.

g. Portable or temporary advertising signs are prohibited.

h. The design, occupancy, and use of the real property interest shall not adversely affect the use, safety, appearance, or enjoyment of the highway by lights, sounds, wireless frequencies, smoke, fumes, vapors, odors, droppings, or any other objectionable discharges, or emissions, or nuisances of any kind therefrom.

i. When, for the proposed use of the real property interest, the highway requires additional highway facilities for the proper operation and maintenance of the highway, such facilities shall be provided by the Lessee without cost to either the Department or the FHWA and subject to both Department and FHWA approval.

j. The proposed use shall not cause or allow any changes in the existing drainage on the property under the real property interest.

k. Lessee shall not occupy, use, permit, or suffer the real property interest, the property, the facility, or any part thereof to be occupied or used for any illegal business use or purpose, for the manufacture or storage of flammable, explosive, or hazardous material, or any other hazardous activity, or in such manner as to constitute a nuisance of any kind, nor for any purpose or in any way in violation of any present or future federal, state, or local laws, orders, directions, ordinances, or regulations.

l. Any activities in any way involving hazardous materials or substances of any kind whatsoever, either as those terms may be defined under any state or federal laws or regulations, or as those terms are understood in common usage, are specifically prohibited. The use of petroleum products, pollutants, and other hazardous materials affecting the property is prohibited. Lessee shall be held responsible for the performance of and payment for any environmental remediation that may be necessary, as determined by the Department. Similarly, if any contamination either spread to or was released onto adjoining property as a result of Lessee's use of the real property interest under lease, the Lessee shall be held similarly responsible. The Lessee shall indemnify, defend, and hold harmless the Department from any claim, loss, damage, cost, charge, or expense arising out of any such contamination.

m. Existing utilities and all corresponding easements shall remain in place and Lessee shall not disturb or interfere with the same.

5. Indemnification. (select applicable paragraph)

☒ **Lessee is a Governmental Agency**

To the extent provided by law, Lessee shall indemnify, defend, and hold harmless the Department and all of its officers, agents, and employees from any claim, loss, damage, cost, charge, or expense arising out of any act, error, omission, or negligent act by Lessee, its officers, agents, or employees, during the performance of the Agreement, except that neither Lessee, its agents, or its employees will be liable under this paragraph for any claim, loss, damage, cost, charge, or expense arising out of any act, error, omission, or negligent act by the Department or any of its officers, agents, or employees during the performance of the Agreement.

When the Department receives a notice of claim for damages that may have been caused by Lessee in the performance of services required under this Agreement, the Department will immediately forward the claim to Lessee. Lessee and the Department will evaluate the claim and report their findings to each other within fourteen (14) working days and will jointly discuss options in defending the claim. After reviewing the claim, the Department will determine whether to require the participation of Lessee in the defense of the claim or to require that Lessee defend the Department in such claim as described in this section. The Department's failure to promptly notify Lessee of a claim shall not act as a waiver of any right herein to require the participation in or defense of the claim by Lessee. The Department and Lessee will each pay its own expenses for the evaluation, settlement negotiations, and trial, if any.

☐ **Lessee is not a Governmental Agency**

Lessee shall indemnify, defend, save, and hold harmless the Department, its agents, officers, and employees, from any losses, fines, penalties, costs, damages, claims, demands, suits, and liabilities of any nature, including attorney's fees (including regulatory and appellate fees), arising out of or because of any acts, action, neglect, or omission by Lessee, or due to any accident, happening, or occurrence on the leased property or arising in any manner from the exercise or attempted exercise of Lessee's rights hereunder whether the same regards person or property of any nature whatsoever, regardless of the apportionment of negligence, unless due to the sole negligence of the Department.

Lessee's obligation to indemnify, defend, and pay for the defense or at the Department's option, to participate, and to associate with the Department in the defense and trial of any claim and any related settlement negotiations, shall be triggered by the Lessor's notice of claim for indemnification to Lessee. Lessee's inability to evaluate liability or its evaluation of liability shall not excuse Lessee's duty to defend and indemnify within seven days after such notice by the Department is given by registered mail. Only an adjudication or judgment after the highest appeal is exhausted specifically finding the Department solely negligent shall excuse performance of this provision by Lessee. Lessee shall pay all costs and fees related to this obligation and its enforcement by the Department. The Department's failure to notify Lessee of a claim shall not release Lessee of the above duty to defend.

6. Insurance. Lessee at its expense, shall maintain at all times during the term of this Agreement, public liability insurance protecting the Department, FHWA, and Lessee against any and all claims for injury and damage to persons and property, and for the loss of life or property occurring in, on, or about the land arising out of the act, negligence, omission, nonfeasance, or malfeasance of

Lessee, its employees, agents, contractors, customers, licensees, and invitees. Such insurance shall be carried in a minimum amount of not less than one million dollars (\$ 1,000,000.00) for bodily injury or death to any one person or any number of persons in any one occurrence and not less than one million dollars (\$ 1,000,000.00) for property damage, or a combined coverage of not less than two million dollars (\$ 2,000,000.00). All such policies shall be issued by companies licensed to do business in the State of Florida and all such policies shall contain a provision whereby the same cannot be canceled or modified unless the Department is given at least sixty (60) days prior written notice of such cancellation or modification. Lessee shall provide the Department certificates showing such insurance to be in place and showing the Department and FHWA as additional insured under the policies. If self-insured or under a risk management program, Lessee represents that such minimum coverage for liability will be provided for the property.

7. Termination

a. This Agreement may be terminated by either party without cause upon thirty (30) days prior written notice to the other party.

b. It is understood and agreed to by the Lessee that the Department reserves the right to terminate this Agreement immediately without prior notice, in the event the Lessee violates any of the conditions of this Agreement and such violation is not corrected within a reasonable time after written notice of noncompliance has been given. In the event the Agreement is terminated and the Department deems it necessary to request the removal of the facility on the property, the removal shall be accomplished by the Lessee in a manner prescribed by the Department at no cost to the Department or the FHWA.

c. The Lessee must notify the Department of its intention to renew this Agreement not later than thirty (30) days prior to the expiration of the original term. Lessee's failure to comply with the foregoing notice provision may result in the Department's refusal to renew the Agreement.

d. Upon termination of this Agreement, Lessee shall deliver the property to the Department, or its agents, in the condition existing at the commencement of this Agreement, normal wear and tear excepted, unless a facility, any improvement, or any part thereof has been constructed on the property.

e. If removal of the facility, improvements, or any part thereof is requested by the Department, any such structures shall be removed by the Lessee at Lessee's expense by midnight of the day of termination of this Agreement and the property restored as nearly as practicable.

f. This Agreement is terminable by the Department in the event that the facility ceases to be used for its intended purpose, is abandoned, or if use of the facility is required by the Department for transportation, maintenance or emergency purposes.

8. Eminent Domain

Lessee acknowledges and agrees that its relationship with the Department under this Agreement is one of landlord and tenant and no other relationship either expressed or implied shall be deemed to apply to the parties under this Agreement. Termination of this Agreement for any cause shall not be deemed a taking under any eminent domain or other law so as to entitle Lessee to compensation for any interest suffered or lost as a result of termination of this Agreement, including any residual interest in the Agreement or any other facts or circumstances arising out of or in connection with this Agreement.

Lessee hereby waives and relinquishes any legal rights and monetary claims which it might have for full compensation, or damages of any sort, including special damages, severance damages, removal costs, or loss of business profits, resulting from Lessee's loss of occupancy of the property specified in this Agreement, or any such rights, claims, or damages flowing from adjacent properties owned or leased by Lessee as a result of Lessee's loss of occupancy of the property specified in this Agreement. Lessee also hereby waives and relinquishes any legal rights and monetary claims which it might have for full compensation, or damages of any sort as set out above, as a result of Lessee's loss of occupancy of the property, when any or all adjacent properties owned or leased by Lessee are taken by eminent domain proceedings or sold under the threat thereof. This waiver and relinquishment applies whether this Agreement is still in existence on the date of taking or sale or has been terminated prior thereto.

9. Miscellaneous

a. The real property interest and Lessee's rights under this Agreement shall not be transferred, assigned, pledged or conveyed to another party without the prior written consent of the Department, subject to concurrence by the FHWA. Lessee shall not allow any liens or other encumbrances to attach to the leased property.

b. In conformance with the Civil Rights Act of 1964 (Title VI, Appendix "C") and 49 CFR Part 21, Lessee agrees as follows:

1. That as a part of the consideration hereof, Lessee does hereby covenant and agree as a covenant running with the land that (1) no person, on the grounds of race, color, sex, or national origin shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in the use of said property and facility; (2) that in connection with the construction of any improvements on said property and facility and the furnishing of services thereon, no discrimination shall be practiced in the selection of employees and contractors, by contractors; and (3)

that the Lessee shall use the property and facility in compliance with all other requirements imposed pursuant to 49 CFR part 21..

2. That in the event of breach of any of the above covenants, the Department shall have the right to terminate this Agreement and to re-enter and repossess said property and the facility thereon, and hold the same as if this Agreement had never been made or issued.

c. During the term of this Agreement Lessee shall, at Lessee's own cost and expense, promptly observe and comply with all present or future laws, requirements, orders, directions, ordinances, and regulations of the United States of America, the State of Florida, county or local governments, or other lawful authority whatsoever, affecting the land, property, and facility or appurtenances or any part thereof, and of all insurance policies covering the property, land, and facility, or any part thereof.

d. In addition to or in lieu of the terms and conditions contained herein, the provisions of any Addendum of even date herewith which is identified to be a part hereof is hereby incorporated herein and made a part hereof by this reference. In the event of any conflict between the terms and conditions hereof and the provisions of the Addendum(s), the provisions of the Addendum(s) shall control, unless the provisions thereof are prohibited by law.

e. This Agreement constitutes the complete and final expression of the parties with respect to the subject matter hereof and supersedes all prior agreements, understandings, or negotiations with respect thereto. Any provision hereof found to be unlawful or unenforceable shall be severable and shall not affect the validity of the remaining portions hereof.

f. Lessee acknowledges that it has reviewed this Agreement, is familiar with its terms, and has had adequate opportunity to review this Agreement with legal counsel of Lessee's choosing. Lessee has entered into this Agreement freely and voluntarily. This Agreement contains the complete understanding of the parties with respect to the subject matter hereof. All prior understandings and agreements, oral or written, heretofore made between the parties and/or between Lessee and any previous owner of the property and landlord of Lessee are merged in this Agreement, which alone, fully and completely express the agreement between Lessee and the Department with respect to the subject matter hereof. No modification, waiver, or amendment of this Agreement or any of its conditions or provisions shall be binding upon the Department or Lessee unless in writing and signed by both parties.

g. Lessee shall be solely responsible for all bills for electricity, lighting, power, gas, water, telephone, and telegraph services, or any other utility or service used on the property.

h. This Agreement shall be governed by the laws of the State of Florida, and any applicable laws of the United States of America.

i. All notices to the Department shall be sent to the address for rent payments and all notices to Lessee shall be sent to the property address provided herein or otherwise provided in writing to the Department.

j. The parties to this Agreement hereby understand and agree that the venue for any action that may arise as a result of this Agreement shall be in Leon County, Florida.

k. If Lessee is a "contractor" for the purposes of Section 119.0701, Florida Statutes, Lessee shall comply with public records laws and specifically shall:

1. Keep and maintain the public records that ordinarily and necessarily would be required to be kept and maintained by the Department in order to perform the services identified herein.
2. Provide the public with access to those public records on the same terms and conditions that the Department would provide the records and at a cost that does not exceed the cost provided 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.
4. Meet all requirements for retaining the public records and transfer, at no cost, to the Department all the public records in possession of Lessee upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All such public records (if any) stored electronically must be provided to the Department in a format that is compatible with the information technology systems of the Department.

If Lessee fails during such times to comply with a public records request, the Department shall enforce this section in accordance with this Agreement.

Lessee shall otherwise allow public access to all documents, papers, letters or other materials, made or received by Lessee in connection with this Agreement and the lease of the Demised Premises, to the extent such access is required because such documents, papers, letters or other materials are subject to the provisions of s. 24(a) of the State Constitution or Chapter 119, Florida Statutes.

l. Section 287.133(3)(a), Florida Statutes, requires that Lessee be informed of the following provisions of section 287.133 (2)(a), 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 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 work 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, F.S., for Category two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

m. The Department shall consider the employment knowingly by Lessee of unauthorized aliens a violation of Section 274(e) of the Immigration and Nationalization Act. Such violation shall be cause for unilateral cancellation of this Agreement.

n. This Agreement shall not create any third-party beneficiary hereunder, nor shall this Agreement authorize anyone not a party hereto to maintain a suit against the Department pursuant to the terms of this Agreement.

o. This Agreement shall be binding upon the successors, assigns and legal representatives of Lessee and the Department.

p. All Exhibits attached to this Agreement are made a part hereof as if fully copied herein. All submittals required to be submitted by Lessee that are approved by the Department are by reference made a part of this Agreement as if fully copied herein.

q. Nothing in this Agreement or in any documents executed pursuant to the terms of this Agreement shall be construed as a waiver or attempted waiver by the Department of its sovereign immunity in tort under the Constitution and laws of the State of Florida.

r. "RADON GAS: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department.

s. Lessee does not qualify for relocation benefits under the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (42 U.S.C. Section 4601 et seq.)

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed, the day and year first above written.

ISLAMORADA, VILLAGE OF ISLANDS
LESSEE (Company Name, if applicable)

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

By: _____

By: _____
District Secretary

Name: _____

Name: Daniel Iglesias, P.E. District Six Secretary

Title: _____

Attest: _____

Attest: _____ (Seal)

Name/Title: _____

Name: _____

Legal Review:

Title: _____

District Counsel

Name: Michelle Garrido, Esq., District Six Senior Attorney

ADDENDUM

This is an Addendum to that certain Right of Way Use and Occupancy Agreement between ISLAMORADA, VILLAGE OF ISLANDS

and the State of Florida Department of Transportation dated the _____ day of _____, _____.
In addition to the provisions contained in said Agreement, the following terms and conditions shall be deemed to be a part thereof pursuant to Paragraph 9 (d) of said Agreement:

	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
_____ LESSEE (Company Name, if applicable)	
By: _____	By: _____ District Secretary
Name: _____	Name: _____
Title: _____	Attest: _____
Attest: _____ (Seal)	Name/Title: _____
Name: _____	Legal Review: _____ District Counsel
Title: _____	Name: <u>Michelle Garrido, Esq. Senior Attorney</u>

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
ADDENDUM TO USE AND OCCUPANCY AGREEMENT

ITEM/SEGMENT NO.:	<u>415230-2</u>
MANAGING DISTRICT:	<u>Six</u>
F.A.P. NO.:	<u>N/A</u>
STATE ROAD NO.:	<u>5/US 1 / Overseas Hwy / MM84</u>
COUNTY:	<u>Monroe</u>
PARCEL NO.:	<u>489</u>

THIS ADDENDUM ("Addendum") made effective on _____ (the "Effective Date") is an Addendum to that certain Use and Occupancy Agreement (the "Agreement") between the **State of Florida Department of Transportation** (the "Department" or "Lessor") and Islamorada, Village of Islands (the "Lessee") (collectively, the "Parties") dated _____.

RECITALS

WHEREAS, the Parties previously entered into a use and occupancy agreement for Parcel 489 (the "Leased Property") on August 7th, 2020 (the "Prior Use and Occupancy Agreement"), which expires August 6, 2025;

WHEREAS, the Parties now desire to renew the lease of the Leased Property in accordance with the terms of the Agreement and this Addendum; and

WHEREAS, in addition to the provisions contained in said Agreement, the terms and conditions set forth herein shall be deemed to be a part thereof.

NOW THEREFORE, in consideration of the covenants, promises, understandings, and agreements made by each Party to the other as set forth herein, Lessor and Lessee do hereby mutually agree as follows:

AGREEMENT

1. The Recitals set forth above are incorporated into and are made a part hereof.
2. **Paragraph 2: Term**, is hereby deleted in its entirety and is replaced with the following:

Lessor does hereby lease unto Lessee the Leased Property described in Exhibit "A," attached hereto and made a part hereof, for a term of five (5) years beginning on the Effective Date and ending August 31st, 2025 (the "Expiration"). If Lessee desires to continue leasing the Leased Property, Lessee shall provide written notice to Lessor at least one hundred eighty (180) days prior to the Expiration of the Agreement. If Lessor, in its sole discretion, and in accordance with Lessor's procedures, determines that the Leased Property continues to be available for lease, a new Use and Occupancy Agreement will be required. Lessee's failure to comply with the foregoing 180-day notice

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provision may result in Lessor's refusal to enter into a new Use and Occupancy Agreement.

If Lessee holds over and remains in possession of the Leased Property after the Expiration specified in this Agreement, Lessee's tenancy shall be considered a tenancy at sufferance, subject to the same terms and conditions as herein contained in this Agreement.

This Agreement is subject to all utilities in place and to the maintenance thereof as well as any other covenants, easements, or restrictions of record.

This Agreement shall be construed as a lease of only the interest, if any, of Lessor, and no warranty of title shall be deemed to be given herewith.

3. **Paragraph 3: Rent,** is hereby deleted in its entirety and is replaced with the following:

This Lease is for a public purpose, at no consideration. In the event that the Lessee determines to start utilizing the Leased Property for a commercial end-use producing income and/or profit, Lessee shall first notify the Lessor of its intent and obtain the Lessor's written consent prior to changing the use. Lessee's commercial end-use of the Leased Property will be subject to a rental fee in accordance with the current rental market, which shall be established, at Lessor's option, by Lessor's valuation staff or by an appraisal of the Leased Property, provided at Lessee's expense. Lessee shall execute a new lease, or an amendment to this Lease, providing for the monthly rental fee charged by Lessor prior to changing the use of the Leased Property.

4. **Paragraph 4: Use, Occupancy, and Maintenance,** is hereby modified as follows:

Subparagraph 4.d. is hereby deleted in its entirety and is replaced with the following:

- d. Any change in the authorized use of the Leased Property or revision in the design described in Exhibit "B" shall require prior written approval from the District Six, District Secretary, subject to FHWA approval. Other than the existing improvements, no other improvements (moveable, fixed, temporary, or otherwise), including, but not limited to, signs or sign structures, shall be placed, installed, or constructed on the Leased Property without the prior written approval of the District Secretary for District Six of Lessor, subject to FHWA approval, and subject to Lessor's regulations and guidelines. Notwithstanding, existing improvements on the leased property consist of, but are not limited to, revegetation and bike path.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
ADDENDUM TO USE AND OCCUPANCY AGREEMENT

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Lessor hereby allows the Existing Improvements to remain until such time the Lease Agreement is terminated or expires. It is understood and agreed, however, that this provision is of a temporary nature and is not intended to replace a permit or other permanent authorization of the Lessor. Upon termination or Expiration of this Lease Agreement, the Lessee shall remove all Existing Improvements and restore the Leased Property to a like or similar condition as existed prior to the placement of the Existing Improvements by Lessee on the Leased Property. Lessee agrees to coordinate removal of the Existing Improvements with Lessor and to exercise due care to mitigate any adverse effects on Lessor's abutting infrastructure, including but not limited to, revegetation and bike path.

Subparagraph 4.f. is hereby deleted in its entirety and is replaced with the following:

- f. During the lease term, Lessee will be responsible for the maintenance of the Leased Property. Lessee, at Lessee's sole cost and expense, shall maintain the Leased Property so as to assure that the structures and the area within the highway right-of-way boundaries will be kept in good condition, both as to safety and appearance. Such maintenance will be accomplished in a manner so as to cause no unreasonable interference with the highway use. Lessee shall ensure vertical and horizontal access to the Department for maintenance purposes. In the event that Lessee fails to so maintain the Leased Property, the Department, through its duly authorized representatives, employees, and contractors, may enter the facility to perform such work, and the cost thereof shall be chargeable to the Lessee and shall be immediately due and payable to the Department upon the performance of such work.

Lessee shall keep the Leased Property in a clean, sanitary, and safe condition in accordance with all applicable laws, rules, and regulations of government agencies having jurisdiction. In the event of any damage to the Leased Property, Lessee shall ensure that the Leased Property is secured in order to avoid injury to third parties, and Lessee shall immediately coordinate with the Department in order to undertake the necessary repairs in accordance with the Department's guidelines, when appropriate.

Subparagraph 4.m. is deleted in its entirety and is replaced with the following:

- m. Existing utilities and easements upon, under, over, or within the Leased Property shall remain in place. Lessee shall allow any utility owner to access and enter upon the Leased Property in order to perform maintenance on said utility. Lessee shall not disturb or interfere with said utilities or easements. If a utility owner which has a utility

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
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that is placed upon, under, over, or within the Leased Property determines, in its sole discretion, that the Lessee's use of the Leased Property to be interfering in any way with the convenient, safe, or continuous use, or the maintenance, improvement, extension, or expansion, of such utility, the Lessee shall, upon reasonable written notice to Lessee by the Department, initiate any work necessary to cease any activities interfering with the utility and/or remove any improvements or other personal property ("Obstructions") from the Leased Property at Lessee's sole cost and expense. The work must be completed within such reasonable time as stated in the notice or such time as agreed to separately by the utility owner and Lessee.

Notwithstanding the foregoing, in the event of emergency maintenance by a utility owner, immediately upon notice to Lessee by the Department, the Lessee shall cease any activities interfering with the utility and/or remove any Obstructions from the Leased Property at Lessee's sole cost and expense. In the event Lessee fails to do so, the utility owner may enter the Leased Property and, with no obligation to repair or replace same, has the right to stop any activities interfering with the utility and/or remove or demolish any Obstructions on the Leased Property at the sole cost and expense of Lessee. Lessee shall hold harmless the Department from any claim, loss, damage, cost, charge, or expense arising out of actions by utility owners under this subparagraph.

Subparagraph 4.n. is added at the end of Paragraph 4:

- n. Lessee shall perform, at the sole expense of Lessee, all worked required in the preparation of the Leased Property for occupancy by Lessee, in the absence of any special provision herein contained to the contrary; and Lessee does hereby accept the Leased Property as now being in fit and tenantable condition for all purposes of Lessee. Lessor reserves the right to inspect the Lease Property and to require whatever adjustment to structures or improvements as Lessor, in its sole discretion, deems necessary. Any adjustments shall be done at Lessee's sole cost and expense.

5. **Paragraph 9: Miscellaneous**, is hereby modified as follows:

Subparagraph 9.a. is deleted in its entirety and is replaced with the following:

- a. Lessee shall not sublet the Leased Property or any part thereof, nor assign this Agreement, without the prior consent in writing of the Lessor, whose consent shall not be unreasonably delayed or withheld, and subject to concurrence by FHWA. This Agreement is being executed by Lessor upon the credit and reputation of Lessee.

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Acceptance by Lessor of rental from a third party shall not be considered as an assignment or sublease, nor shall it be deemed as constituting consent of Lessor to such an assignment or sublease. Lessee shall not allow any liens or other encumbrances to attach to the Leased Property.

Subparagraph 9.t. is added at the end of Paragraph 9:

- t. Neither the Lessor nor the Lessee shall record the Agreement or this Addendum in the Public Records.
- 6. Except as modified in this Addendum, all other terms and conditions of the Agreement remain unchanged and are hereby confirmed and ratified by the Lessee and the Lessor. Where the terms of this Addendum conflict with the definitions, provisions or terms of the Agreement, this Addendum shall control.

[REMAINDER OF THE PAGE INTENTIONALLY LEFT BLANK. SIGNATURES FOLLOW.]

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
ADDENDUM TO USE AND OCCUPANCY AGREEMENT

ITEM/SEGMENT NO.:	<u>415230-2</u>
MANAGING DISTRICT:	<u>Six</u>
F.A.P. NO.:	<u>N/A</u>
STATE ROAD NO.:	<u>5/US 1 / Overseas Hwy / MM84</u>
COUNTY:	<u>Monroe</u>
PARCEL NO.:	<u>489</u>

IN WITNESS WHEREOF, the Parties hereto have caused these presents to be executed, the day and year first above written.

On behalf of Lessee

By: _____

Name: _____

Title: _____

Attest: _____

Name: _____

Title: _____

On behalf of Lessor

STATE OF FLORIDA, DEPARTMENT
OF TRANSPORTATION

By: _____
District Six Secretary

Name: Daniel Iglesias, P.E.

Attest: _____

Name/Title: _____
Assistant to the District Secretary

Legal Review:

Name: Michelle Garrido, Esq.
District Six Senior Attorney



Council Communication

To: Mayor and Village Council
From: John Quick, Interim Village Attorney
Date: June 10, 2025
SUBJECT: **Resolution Approving Mediated Settlement Agreement With Mark Gregg TAB 14**

Background:

On or about May 7, 2024, Mark Gregg ("Mr. Gregg") filed a claim pursuant to the Florida Land Use and Environmental Dispute Resolution Act ("FLUEDRA") against Islamorada, Village of Islands ("Village") in connection with property located at 86751 Overseas Highway, Islamorada, Florida 33036 ("Property"). Mr. Gregg's FLUEDRA claim is currently pending before a special magistrate pursuant to the procedures set forth in section 70.051, Florida Statutes. On or about January 8, 2025, the Village and Mr. Gregg conducted a mediation in this matter as required under section 70.051(17)(a), Florida Statutes. Then-Councilmember Buddy Pinder represented the Village at the mediation pursuant to direction by Council.

During the mediation the Village and Mr. Gregg tentatively agreed to the terms described in the Settlement Agreement attached hereto, subject to consideration by the Village Council of the Village (the "Village Council"). If approved by the Village Council, the terms shall become a binding Settlement Agreement.

In this matter, the Village is being represented by insurance defense counsel, Henderson, Franklin, Starnes & Holt, P.A. They will be available via zoom during the Council meeting to answer any questions.

Former Councilmember Pinder also indicated that he will make himself available via zoom to answer any questions as well.

Analysis:

Under the terms of the proposed settlement agreement, for the sole and limited purpose of resolving the instant dispute, the Village would recognize, acknowledge, and agree that the Property is presently improved with and used as a legally established and lawfully existing non-conforming duplex. The Agreement also specifies that the Property is not entitled to any affordable housing allocations, because the Property is not "fronting U.S. 1" and this Agreement does not involve, impact, or otherwise have any effect upon, the Village's Building Permit Allocation System ("BPAS") as it relates to the Property. Petitioner hereby waives any right to claim otherwise.

The Agreement also specifies that upon a determination that the existing structure on the Property has been "substantially damaged" (as presently defined in section 30-32 of the Village Code) by storm, fire, or any other natural cause (specifically excepting voluntary

demolition without “substantial damage” from the aforementioned natural causes), new construction will be required to comply with land development regulations in effect at the time of the new construction; one (1) single family home will be permitted on the Property; and Petitioner will be entitled to one (1) Transfer of Development Right (“TDR”), which shall be subject to all provisions of the Village Code in effect at the time that the TDR is created.

The Agreement specifies that it shall be recorded in the Official Records of Monroe County, Florida, and shall run with the land and encumber title to the Property.

Budget Impact:

N/A.

Staff Impact:

N/A.

Recommendation:

Staff recommends that the Council consider the attached resolution and settlement agreement.

- Attachments:**
1. 4B38077-Resolution approving settlement in Gregg FLUEDRA matter
 2. clean 4-15-25 Draft Mediated Settlement Agreement[87]

RESOLUTION _____

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING THE SETTLEMENT AGREEMENT RELATING TO THE FLUEDRA CLAIM FILED BY MARK GREGG AGAINST ISLAMORADA, VILLAGE OF ISLANDS; AUTHORIZING VILLAGE OFFICIALS TO EXECUTE, DELIVER AND IMPLEMENT THE TERMS AND CONDITIONS OF THE SETTLEMENT AGREEMENT; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS on or about May 7, 2024, Mark Gregg ("Mr. Gregg") filed a claim pursuant to the Florida Land Use and Environmental Dispute Resolution Act ("FLUEDRA") against Islamorada, Village of Islands ("Village") in connection with property located at 86751 Overseas Highway, Islamorada, Florida 33036; and

WHEREAS, Mr. Gregg's FLUEDRA claim is currently pending before a special magistrate pursuant to the procedures set forth in section 70.051, Florida Statutes; and

WHEREAS, on or about January 8, 2025, the Village and Mr. Gregg conducted a mediation in this matter as required under section 70.051(17)(a), Florida Statutes; and

WHEREAS, during the mediation the Village and Mr. Gregg tentatively agreed to the terms described in the Settlement Agreement attached hereto as Exhibit "A," subject to consideration by the Village Council of the Village (the "Village Council"), and if approved by the Village Council, the terms shall become a binding Settlement Agreement; and

WHEREAS, the Village Council finds that the Settlement Agreement and this Resolution are in the best interest and welfare of the residents of the Village.

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

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

Section 2. Approval of the Settlement Agreement. The Village Council hereby approves the terms and conditions of the Settlement Agreement attached hereto as Exhibit "A" together with such non-material changes as may be acceptable to the Village Manager and approved as to form and legality by the Village Attorney.

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

Section 4. Authorization of Village Officials. The Village Manager and/or his designee and the Village Attorney are authorized to take all actions necessary to implement the terms and conditions of the Settlement Agreement.

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

Remainder of this page intentionally left blank.

Motion to adopt by _____, second by _____.

FINAL VOTE AT ADOPTION

VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS

Mayor Sharon Mahoney _____

Vice Mayor Don Horton _____

Councilmember Steve Friedman _____

Councilmember Deb Gillis _____

Councilmember Anna Richards _____

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

SHARON MAHONEY, MAYOR

ATTEST:

MARNE MCGRATH, VILLAGE CLERK

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

JOHN J. QUICK, VILLAGE ATTORNEY

MEDIATED SETTLEMENT AGREEMENT

THIS MEDIATED SETTLEMENT AGREEMENT (this “Agreement”) is made and entered into as of the ____ day of _____, 2025 (the “Effective Date”) by and among **MARK H. GREGG**, whose address is 189 East Ridge Road, Islamorada, Florida (referred to hereafter as “Petitioner”), and **ISLAMORADA, VILLAGE OF ISLANDS**, a political subdivision of the State of Florida, whose address is 87000 Overseas Highway, Islamorada, Florida 33036 (referred to hereafter as the “Village”). Petitioner and the Village may hereinafter be referred to individually as “Party” and collectively as the “Parties”.

RECITALS:

A. Petitioner is the owner of that certain real property with a mailing address of 86751 Old Highway, Islamorada, Florida 33036, which is more particularly described on **Exhibit “A”** attached hereto and incorporated herein by this reference (the “Property”).

B. Following the Village’s denial of Petitioner’s request for an award of two affordable housing allocations and recognition of the right to two dwelling units at the Property, Petitioner filed a petition under the Florida Land Use and Environmental Disputes Resolution Act, Section 70.51, *Florida Statutes* (“FLUEDRA”).

C. FLUEDRA provides a mandatory statutory dispute resolution process to potentially resolve the dispute raised in the FLUEDRA Petition.

D. Pursuant to the requirements set forth in FLUEDRA, the Village and Petitioner held a mediation on January 8, 2025, at Village Hall in Islamorada, wherein they reached a recommended resolution of the dispute, subject to approval of the Village Council.

E. By entering into this Agreement, the Parties do not concede the facts or legal arguments made in the FLUEDRA proceedings, by their opponent, and nothing in this Agreement shall be interpreted as a concession by either party of the facts or the law involved in these proceedings.

NOW THEREFORE, in consideration of the covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Recitals. The above-referenced recitals are true and correct and are incorporated herein by reference as though fully set forth below.

2. Legally established and lawfully existing duplex: For the sole and limited purpose of resolving the instant dispute, the Village recognizes, acknowledges, and agrees that the Property is presently improved with and used as a legally established and lawfully existing non-conforming duplex.

3. No affordable housing/BPAS Allocations: The Property is not entitled to any affordable housing allocations, because the Property is not “fronting U.S. 1” and this Agreement does not involve,

impact, or otherwise have any effect upon, the Village's Building Permit Allocation System ("BPAS") as it relates to the Property. Petitioner hereby waives any right to claim otherwise.

4. "Substantial damage" and TDRs: Upon a determination that the existing structure on the Property has been "substantially damaged" (as presently defined in section 30-32 of the Village Code) by storm, fire, or any other natural cause (specifically *excepting* voluntary demolition without "substantial damage" from the aforementioned natural causes), new construction will be required to comply with land development regulations in effect at the time of the new construction; one (1) single family home will be permitted on the Property; and Petitioner will be entitled to one (1) Transfer of Development Right ("TDR"), which shall be subject to all provisions of the Village Code in effect at the time that the TDR is created.

5. Revocation of prior inconsistent determinations: Any and all prior determinations by the Village as to the use and density allowed at the Property that are inconsistent with this Agreement, are hereby rescinded and revoked.

6. Agreement to run with the land: This Agreement shall be recorded in the Official Records of Monroe County, Florida, and shall run with the land and encumber title to the Property.

7. No precedent: The Parties acknowledge that this Agreement is based on the specific and unique facts relating to Petitioner's Property, and is intended to resolve the pending FLUEDRA dispute. This Agreement shall not operate, in any manner whatsoever, as precedent for other properties within the Village.

8. Release and settlement of all claims: The Parties acknowledge that this Agreement is intended to resolve the dispute raised in Petitioner's FLUEDRA Petition. The Parties hereby settle, waive, and release any and all claims relating to the FLUEDRA Petition, including but not limited to any prior or subsequent density determinations at the Property; any affordable housing allocation(s) at the Property; application of BPAS to the Property, and all related claims.

9. Village Council approval. Petitioner acknowledges that this Agreement is subject to approval of the Village Council.

10. Governing Law and Venue. This Agreement and the rights of the Parties hereunder shall be governed, interpreted and enforced under the laws of the State of Florida, with venue lying in Monroe County, Florida

11. Entire Agreement; Amendment. This Agreement and any Exhibits attached hereto constitute the entire agreement and understanding of the Parties and shall not be modified or amended except by written agreement executed by the Parties.

12. Assignment. This Agreement may not be assigned without the prior written consent of the other Parties. All terms and conditions set forth shall inure to the benefit of and shall be binding upon the Parties' successors in title.

13. No Third-Party Beneficiary. This Agreement is made for the sole benefit of the Parties and no other entities shall have any right of action under this Agreement.

14. Counterparts. This Agreement may be executed in counterparts each of which shall be deemed an original but both of which taken together shall constitute one and the same instrument.

[Signatures on following page]

IN WITNESS WHEREOF, this Agreement is executed as of the day and year first above written.

WITNESSES:

Name: _____
Address: _____

Name: _____
Address: _____

MARK GREGG, Petitioner

By: _____

Name: _____

Title: _____

STATE OF FLORIDA
COUNTY OF _____

THE FOREGOING INSTRUMENT was acknowledged before me, by means ☐ physical presence OR ☐ online notarization, this _____ day of _____, 2024, by _____, as _____ of **MARK GREGG**, who _____ is personally known to me OR produced _____ as identification.

(Notary Seal/Stamp)

NOTARY PUBLIC

Sign: _____

Print: _____

ATTEST:

MARNE MCGRATH, CLERK

By: _____
Village Clerk

FOR THE VILLAGE

**ISLAMORADA, VILLAGE OF ISLANDS,
FLORIDA**

By: _____

Name: Sheila Denoncourt

Title: Acting Village Manager

APPROVED

Village Attorney

EXHIBIT “A”
(The Property)

Lot 2, LESS the South 50 feet, Block 2, PLANTATION RIDGE, according to the map or plat thereof as recorded in Plat Book 3, Page 43, of the Public Records of Monroe County, Florida.



Council Communication

To: Mayor and Village Council
From: Jamie Terry, Human Resources Director
Date: June 10, 2025
SUBJECT: **Resolution Approving the Administrative Procedure for Complaints
Against Charter Officers and Elected Officials TAB 15**

Background:

The Personnel Policies were approved by Village Council on May 6, 2025. One accompanying administrative procedure for processing complaints against charter officers and elected officials was removed for editing to be brought back to council for approval at the next regular Village Council meeting.

Analysis:

Edits to the proposed administrative procedure were made and presented to council at the June 10, 2025 regular Village Council meeting.

Budget Impact:

There are no budgetary impacts with the implementation of this administrative procedure.

Staff Impact:

Staff impact is limited to the implementation of the proposed administrative procedure.

Recommendation:

Staff recommends adoption of the proposed administrative procedure for processing complaints against charter officers and elected officials.

Attachments:

1. Administrative Procedure HR001 Resolution
2. Administrative Procedure HR001

RESOLUTION NO. 25-06-

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA ADOPTING ADMINISTRATIVE PROCEDURE #HR001 – COMPLAINTS AGAINST CHARTER OFFICERS AND ELECTED OFFICIALS; AUTHORIZING VILLAGE MANAGER TO IMPLEMENT THE PROCEDURE AS ADOPTED; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Islamorada, Village of Islands (the “Village”), is a “Public Employer” as defined by Subsection 447.203(2), Florida Statutes; and

WHEREAS, according to the Village Charter (Section 5 and Section 7), the Village has five (5) elected officials and two (2) defined Charter Officers; and

WHEREAS, the Village Human Resources Director along with the Village Manager have recommended an Administrative Procedure to process complaints brought against Village Charter Officers and Elected Officials; and

WHEREAS, the Administrative Procedure is an extension of the adopted Personnel Policy Manual effective June 1, 2025; and

WHEREAS, the Village Council finds that adoption of proposed Administrative Procedure #HR001 – Complaints Against Charter Officers and Elected Officials 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. **Approving Administrative Procedure.** The Village Council hereby approves Administrative Procedure #HR001 – Complaints Against Charter Officers and Elected Officials, 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 hereby authorized to take all actions necessary to implement the terms and conditions of the administrative procedure.

Section 4. **Effective Date.** This Resolution shall become effective on adoption.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

Motion to adopt by _____, seconded by _____.

FINAL VOTE AT ADOPTION

VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS

Mayor Sharon Mahoney _____

Vice Mayor Don Horton _____

Councilman Steve Friedman _____

Councilwoman Deb Gillis _____

Councilwoman Anna Richards _____

PASSED AND ADOPTED THIS 10TH DAY OF JUNE, 2025.

SHARON MAHONEY, MAYOR

ATTEST:

MARNE MCGRATH, VILLAGE CLERK

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

JOHN J. QUICK, VILLAGE ATTORNEY



ADMINISTRATIVE PROCEDURE #HR001
COMPLAINTS AGAINST CHARTER OFFICERS AND ELECTED OFFICIALS
EFFECTIVE DATE: 00/00/2025

I. PURPOSE AND APPLICATION

The purpose of this procedure is to establish guidelines for the filing, processing and prompt resolution of formal or informal complaints concerning the alleged actions or conduct of Charter Officers and the Elected Officials of Islamorada, Village of Islands (the “Village”).

The Village takes all complaints regarding the conduct of its Charter Officers and Elected Officials seriously, and such complaints shall be addressed in a fair and timely manner. The intake process is described below.

Complaints will be processed in accordance with this policy as well as any and all applicable federal, state or local laws and regulations.

II. DEFINITIONS

- a. Charter Officers: This shall refer to those positions created and defined within the Village, which positions include: Village Attorney, and Village Manager.
- b. Elected Officials: This shall refer to any person elected or appointed to hold office on the Village Council.
- c. Complainant: This shall refer to the individual making a complaint against a Charter Officer or Elected Official.
- d. Subject: This shall refer to the individual against whom a complaint is being made (i.e., Charter Officer or Elected Official).

III. CONFIDENTIALITY AND PRIVACY INTERESTS

An essential duty of Village Charter Officers and its Elected Officials is to be accountable to the public they serve. While residents deserve to have access to some information about complaints and complaint trends, while a complaint investigation is pending, this must be balanced with the interests of the parties for the application of a safe, fair and impartial process with appropriate confidentiality. As such, in receiving, processing and resolving complaints, information will be kept confidential by those involved in the complaint process, as hereinafter provided and otherwise permitted under prevailing law, to protect the integrity of the investigation. To that end, complaints and information about the investigation must be kept confidential by all parties, witnesses, those who handle the complaint(s), and those who recommend discipline or remediation, to the fullest extent



ADMINISTRATIVE PROCEDURE #HR001
COMPLAINTS AGAINST CHARTER OFFICERS AND ELECTED OFFICIALS
EFFECTIVE DATE: 00/00/2025

possible unless and until the disclosure of otherwise confidential information becomes appropriate provided by these guidelines or as required under prevailing law.

Complainants or witnesses who face reprisals as a result of being involved in the complaint process may file separate complaints of retaliation, which will be processed and resolved in the same manner as the original complaint.

IV. SUBMITTING A COMPLAINT

FOR COMPLAINTS AGAINST CHARTER OFFICERS:

A complaining party may submit a complaint to the Human Resources Director via email, regular mail or verbal communication. If the complaint is made verbally, the Human Resources Director must reduce the complaint to writing and obtain the signature of the Complainant attesting to the accuracy of the information contained in the written documentation prepared by the Human Resources Director and/or as amended by the Complainant. This is necessary to make sure that the facts underlying the complaint are investigated and that the Complainant stands by the factual allegations as the investigation proceeds. If the Complainant refuses to put the information in writing or sign a summary prepared by the Human Resources Director, after allowing the Complainant to add such additional commentary to the Human Resources Director's complaint summary as the Complainant believes to be necessary, then the Human Resources Director has no obligation to proceed with an investigation of the complaint and shall so notify the Complainant, in writing.

FOR COMPLAINTS AGAINST ELECTED OFFICIALS:

A complaining party may submit a complaint to the Human Resources Director or the Village Attorney via email, regular mail or verbal communication. If the complaint is made verbally, the recipient of the complaint (whether the Human Resources Director or Village Attorney), must reduce the complaint to writing and obtain the signature of the Complainant attesting to the accuracy of the information contained in the written documentation prepared by the Human Resources Director or Village Attorney and/or as amended by the Complainant. This is necessary to make sure that the facts underlying the complaint are investigated and that the Complainant stands by the factual allegations as the investigation proceeds. If the Complainant refuses to put the information in writing or sign a summary prepared by the Human Resources Director or Village Attorney, after allowing the Complainant to add such



ADMINISTRATIVE PROCEDURE #HR001
COMPLAINTS AGAINST CHARTER OFFICERS AND ELECTED OFFICIALS
EFFECTIVE DATE: 00/00/2025

additional commentary to the Human Resources Director's or Village Attorney's complaint summary as the Complainant believes to be necessary, then the Human Resources Director or Village Attorney has no obligation to proceed with an investigation of the complaint and shall so notify the Complainant, in writing.

V. INTAKE REQUIREMENTS

The Village Attorney or Human Resources Director shall ensure that the following information is contained in the complaint:

- a. Date the complaint is presented
- b. Name or other identifiable information regarding the subject of the complaint
- c. Complainant contact information
 - i. Name
 - ii. Address
 - iii. Phone number
 - iv. Email address
- d. Nature of complaint, including providing as much detail as possible to assist in the resolution of the issue
- e. Desired outcome/remedy sought

VI. RESOLUTION PROCESS

- a. Initial Analysis of Complaint. Upon completion of Section V. above, the Village Manager, Village Attorney, or a third-party investigator who shall be unaffiliated with the Village Attorney or the Village Attorney's law firm in the event the complaint is made against the Village Attorney, shall analyze the complaint to determine if it (i) contains factual allegations that if presumed to be true, could constitute an actionable offense; or (ii) otherwise provides sufficient information and facts to warrant an internal investigation into the matters alleged.



ADMINISTRATIVE PROCEDURE #HR001
COMPLAINTS AGAINST CHARTER OFFICERS AND ELECTED OFFICIALS
EFFECTIVE DATE: 00/00/2025

- i. If it is determined that an investigation is warranted, the remaining procedures below shall be followed.
 - ii. If it is determined that an investigation is not warranted, then the matter shall be closed and the Complainant notified of such closure.
 - iii. No person who is either the Complainant or a subject of the complaint shall be permitted to analyze the sufficiency of the complaint or otherwise participate in the process set forth in this subsection VI.a.
- b. Investigation of a complaint. If the Human Resources Director, Village Attorney or third-party investigator (as prescribed above) determines that the complaint warrants investigation, they shall refer the complaint for investigation by a qualified law firm or a Human Resources consultant unaffiliated with the Village Attorney or Village Attorney's law firm to conduct an investigation into the complaint.
- c. The identities of the Complainant and the Subject will remain confidential until Final Action on the complaint by the participating Village Council members.
- d. Timeline for investigation of the complaint. Every effort will be made to complete a prompt and thorough investigation within 45 days of the investigator's retention to conduct the investigation. The Complainant and Subject shall be afforded due process, including the right to be informed of the factual allegations, and the opportunity to present information and documentation in support of their respective positions. For any investigations that exceed 45 days, regular updates concerning the progress of the investigation will be given to the Complainant and Subject.
- e. Investigation report. After the investigation of a complaint concludes, the investigator will prepare a written report with findings of fact and conclusions of law relating to the complaint. The report will be provided to the Village Attorney or Human Resources Director (whoever initially received the complaint), who is then responsible for providing the report to the



ADMINISTRATIVE PROCEDURE #HR001
COMPLAINTS AGAINST CHARTER OFFICERS AND ELECTED OFFICIALS
EFFECTIVE DATE: 00/00/2025

participating Village Council members for such action as the participating Village Council members deem appropriate.

- f. Confidentiality. All proceedings and records relating to an investigation shall remain confidential as permitted under prevailing law.
- g. Consideration of the investigative report. The investigative report will be placed on the agenda of the next available public meeting of the full Village Council for final action ("Final Action"). The report will be available for public inspection under the Florida Public Records Act after Final Action by the Village Council in an open public meeting imposing one or more of the sanctions as set forth in subsection VI.i. below
- h. Village Councilmember participation. If a complaint is filed against a Village Council member, the named Council member must not participate in any Council discussion or vote related to the complaint. However, that named Council member may defend and respond to allegations in the complaint during the investigative process, and may otherwise fully participate in any investigation of the complaint.
- i. Final Action. By the affirmative vote of participating Village Council members, the Village Council may conclude to impose whatever penalties it deems appropriate, based on the findings in the report. The Village Council by majority vote may vote to dismiss the complaint if, for instance, the report finds that the allegations are unsubstantiated. If the Village Council determines that the allegations are unsubstantiated it may dismiss the complaint. If the allegations are substantiated as it relates to a Charter Officer, the Village Council may by majority vote determine to terminate the individual or impose a lesser sanction (e.g., oral or written reprimand, or placement on a Performance Improvement Plan). As it relates to elected officials, if the allegations are substantiated, the Village Council by majority vote of the rest of the Council not named in the complaint, may impose any one (1) or more of the following penalties:

- (1) Oral reprimand;
- (2) Written reprimand;



ADMINISTRATIVE PROCEDURE #HR001
COMPLAINTS AGAINST CHARTER OFFICERS AND ELECTED OFFICIALS
EFFECTIVE DATE: 00/00/2025

- (3) Public censure (via resolution read at a public meeting);
 - (4) Referral to the Governor for action;
 - (5) Referral to the Florida Commission on Ethics, Office of Inspector General, or any other agency deemed appropriate depending upon the nature of the violation;
 - (6) Any other lawful penalty deemed to be reasonable and appropriate by the Village Council.
- j. Both the Subject and Complainant will be notified as to the outcome of the complaint after the aforementioned Final Action by the Village Council.



Council Communication

To: Mayor and Village Council
From: Maria Bagiotti, Founders Park Director
Date: June 10, 2025
SUBJECT: **Resolution Approving Amendment to FY 2024–2025 Purchases from Commercial Energy Specialists for Aquatic Facility Supplies and Services TAB 16**

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 original amount approved for Purchases required from CES during Fiscal Year 2024-2025 was \$60,000. Due to increased expenses and necessary mechanical repairs, additional funds are needed for the proper care and maintenance of the Pool. Adoption of the proposed resolution would approve an amendment to Purchases from CES not to exceed \$90,000 for the remaining Fiscal Year 2024-2025 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 approved budget for Parks & Recreation Operating Supplies is \$200,000 and includes the amended amount of \$90,000 for the purchase of supplies from CES.

Staff Impact:

Parks & Recreation staff and Finance Department staff will continue to monitor costs incurred against the FY 2024-2025 approved budget.

Recommendation:

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

- Attachments:**
1. RESO_CES_FY24-25_Purchases-Amendment
 2. Exhibit 1 to Reso Solenis Pulsar Sole Source 1-21-2025

RESOLUTION NO. 25-

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; PROVIDING FOR 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(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(c) 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 "[w]hen only one vendor possesses the unique and singularly available capability to meet the requirements of the solicitation"; and

WHEREAS, due to increased expenses, additional funds are needed for the proper care and maintenance of the Pool; and

WHEREAS, the Village Council finds that approval of an increase of Fiscal Year 2024-2025 not to exceed amount from \$60,000.00 to \$90,000.00 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. **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 \$90,000.00 during Fiscal Year 2024-2025.

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 Services.

Section 4. **Waiver of Competitive Bidding.** In accordance with Section 2-328(a) and (c) of the Village Code, the Village Council waives the competitive bidding purchasing provision of the Village Code.

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

FINAL VOTE AT ADOPTION

VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS

Mayor Sharon Mahoney _____

Vice Mayor Don Horton _____

Councilman Steve Friedman _____

Councilwoman Deb Gillis _____

Councilwoman Anna Richards _____

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

SHARON MAHONEY, MAYOR

ATTEST:

MARNE MCGRATH, VILLAGE CLERK

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

JOHN J. QUICK, VILLAGE ATTORNEY

January 21, 2025

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/manufacturer of Pulsar equipment, parts, supplies, service, including Pulsar Briquettes, Pulsar Chlorinating Feed Systems, Pulsar Sunscreen. Commercial Energy Specialists, LLC is the sole source provider/distributor of Pulsar equipment, parts, chemicals supplies 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

Commercial Sales Manager

Solenis LLC

lbarney@solenis.com

860-559-4599



Council Communication

To: Mayor and Village Council
From: A.J. Engelmeyer, Public Works Director
Date: June 10, 2025
SUBJECT: **Resolution Approving a First Amendment to Project Agreement Work Authorization No. 2 with Page Excavating, Inc. TAB 17**

Background:

Resulting from a competitive bid process conducted by the Village in 2023 to establish a library or pool of contractors to support the Wastewater Department, the Village entered into a Continuing Services Agreement ("CSA") with Page Excavating, Inc. ("Page") effective September 19, 2023. Through work authorizations entered into each fiscal year under the CSA, the Village specifies a scope of work for Page's services and a not-to-exceed amount.

At its meeting on October 8, 2024, the Village Council adopted Resolution No. 24-10-115 approving Work Authorization No. 2 under the CSA for services in FY 2024-2025 for a not-to-exceed amount of \$700,000.00.

As of May 29, 2025, the Village has paid Page \$105,725.00 for Repair and Maintenance costs associated with the wastewater system and \$545,585.00 for Infrastructure capital project costs associated with the wastewater system. The total payments to Page as of May 29, 2025, for FY 2024-2025 is \$651,310.00 leaving \$48,690.00 remaining on the original not-to-exceed amount of \$700,000.00.

The Village continues to utilize Page to remove and replace vents and check valves, to reset and replace concrete vacuum pit rings, and to install new vacuum pits and laterals.

Analysis:

The attached Resolution provides approval for a First Amendment to Work Authorization No. 2. Exhibit "1" to the First Amendment to Work Authorization No. 2 provides a listing of additional work needed to be performed in FY 2024-2025 through September 30, 2025, and an estimate of the cost of those services. The First Amendment would add an additional \$300,000.00 to the not-to-exceed amount in Work Authorization No. 2 with Page of \$700,000.00, for a fiscal year total of \$1,000,000.00.

Budget Impact:

The purchases / payments would be recorded primarily in the Wastewater Enterprise Fund's Capital Outlay – Infrastructure account with Repair and Maintenance costs being recorded in the Repair and Maintenance account. The original FY 2024-2025 Wastewater Enterprise Fund budget included \$795,000.00 for infrastructure capital projects and \$645,000.00 for repair and maintenance costs. At the end of the year, infrastructure capital project expenses

will be capitalized as assets of the Village-wide wastewater collection and transmission system. A final budget amendment will be presented to the Village Council at the fiscal year-end. Additionally, some of the jobs completed as well as anticipated are reimbursable by the benefiting property owner. To date, \$87,646.16 has been invoiced to the property owners for work required and/or requested by them. These funds are recovered and are a pass-through cost to the property owner for work completed.

Wastewater rates are the funding source for Page's services pending confirmation of grant funds available from the U. S. Army Corps of Engineers through the Florida Keys Water Quality Improvement Program, where reimbursement is at 65% of total invoices or grant funds available from the Florida Department of Environmental Protection's Stewardship Act Grant program where reimbursement is at 100% of total invoices. The Finance Department will evaluate these funding sources as they are available.

Staff Impact:

Village Wastewater staff will oversee the completion of the work and request services as needed.

Recommendation:

It is recommended that the Village Council adopt the attached Resolution, thereby approving a First Amendment to Work Authorization No. 2 Between Page and the Village.

- Attachments:**
1. Resolution
 2. Exhibit A
 3. Exhibit 1

RESOLUTION NO. 25-

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING A FIRST AMENDMENT TO WORK AUTHORIZATION NO. 2 BETWEEN PAGE EXCAVATING, INC. AND ISLAMORADA, VILLAGE OF ISLANDS, INCREASING THE NOT-TO-EXCEED AMOUNT; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE FIRST AMENDMENT; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, at its meeting on October 8, 2024, the Village Council of Islamorada, Village of Islands, (the "Village Council") adopted Resolution No. 24-10-115 approving Work Authorization No. 2 with Page Excavating, Inc. ("Page") to provide Wastewater Construction, Installation, and Repair Services to the Village's Wastewater Department for a not-to-exceed fee of Seven Hundred Thousand and no/100 Dollars (\$700,000.00); and

WHEREAS, the Wastewater Department has identified additional work needed through September 30, 2025, at an increased cost of Three Hundred Thousand and no/100 Dollars (\$300,000.00) bringing the total not-to-exceed amount to One Million and no/100 Dollars (\$1,000,000.00); and

WHEREAS, the Village Council finds that approval of the First Amendment to Work Authorization No. 2 attached as Exhibit "A" with Page 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 First Amendment. The Village Council hereby approves the First Amendment to Work Authorization No. 2 between Page and the Village for provision of services through September 30, 2025, and increasing the not-to-exceed fee to One Million and no/100 Dollars (\$1,000,000.00).

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 First Amendment.

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 First Amendment.

Section 5. Execution of Amendment. The Village Manager is authorized to execute the First Amendment to Work Authorization No. 2 on behalf of the Village, to execute any required agreements and/or documents to implement the terms and conditions of the Amendment and to execute any extensions and/or amendments to the Amendment, subject to the approval as to form and legality by the Village Attorney.

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

Remainder of the page intentionally left blank.

Motion to adopt by _____, second by _____.

FINAL VOTE AT ADOPTION

VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS

Mayor Sharon Mahoney _____

Vice Mayor Don Horton _____

Councilman Steve Friedman _____

Councilwoman Deb Gillis _____

Councilmember _____

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

SHARON MAHONEY, MAYOR

ATTEST:

MARNE MCGRATH, VILLAGE CLERK

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

JOHN J. QUICK, INTERIM VILLAGE ATTORNEY

**FIRST AMENDMENT TO
PROJECT AGREEMENT
WORK AUTHORIZATION NO. 2**

**Between
ISLAMORADA, VILLAGE OF ISLANDS
And
PAGE EXCAVATING, INC.**

This First Amendment to Project Agreement Work Authorization No. 2 under a Continuing Services Agreement (the "First Amendment") is made and entered into this _____ day of _____, 2025, between Islamorada, Village of Islands ("VILLAGE") and Page Excavating, Inc. ("CONSULTANT").

WHEREAS, the VILLAGE and CONSULTANT entered into a Continuing Services Agreement ("CSA") for professional services dated September 19, 2023; and

WHEREAS, the VILLAGE and CONSULTANT entered into Project Agreement No. 2 under the CSA for Wastewater Support Services with a not-to-exceed amount of Seven Hundred Thousand and no/100 Dollars (\$700,000.00) and a termination date of September 30, 2025; and

WHEREAS, the VILLAGE and CONSULTANT desire to enter into this First Amendment to amend the Scope of Services and increase the not-to-exceed amount of Project Agreement Work Authorization No. 2 by Three Hundred Thousand and no/100 Dollars (\$300,000.00) to a total not-to-exceed amount of One Million and no/100 Dollars (\$1,000,000.00).

NOW THEREFORE, in consideration of mutual promises, covenants and contracts stated herein, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, VILLAGE and CONSULTANT hereby agree as follows:

Section 1. Scope of Services

1.1 The CONSULTANT shall provide additional services to the VILLAGE for the Project as described in the additional "Scope of Services" attached as Exhibit "1."

1.2 The additional "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 Services Agreement between the VILLAGE and CONSULTANT, dated September 19, 2023, prior to any deviation from the terms of the Project Agreement, including the initiation of any extra work.

Section 2. Amendment to Project Agreement. The Project Agreement is amended to read as follows:

SECTION 4. AMOUNT, BASIS AND METHOD OF COMPENSATION

4.1 **Lump Sum Compensation.** VILLAGE agrees to pay CONSULTANT an amount not to exceed **One Million and no/100 Dollars (\$1,000,000.00)** as compensation for providing wastewater support services, including installing the poly check valves in the low-pressure force main, concrete repair work around vacuum pit lids, new vacuum pit and lateral connection installations, and other services listed on Exhibit "1," attached hereto and made a part hereof. 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.

Section 3. No Further Modifications. All other terms and conditions of the existing Project Agreement not in conflict or superseded by this First Amendment shall remain in full force and effect as if set forth herein.

(This Space is Intentionally Left Blank.)

IN WITNESS WHEREOF, the parties hereto have accepted, made and executed this First Amendment upon the terms and conditions above stated on the day and year first above written.

Attest:

ISLAMORADA, VILLAGE OF ISLANDS

Marne McGrath, Village Clerk

By:_____
Ron Saunders, Village Manager

Date:_____

Approved as to Form and Legality
for the Use and Benefit of Islamorada,
Village of Islands only

John J. Quick, Village Attorney

CONSULTANT

PAGE EXCAVATING, INC.

By:_____

Print Name:_____

Title:_____

The _____ day of _____,
2025.

Estimate

Page Excavating
88005 Overseas Hwy #10-237
Islamorada, FL 33036
Office Phone: (305) 481-4898
page_excavating@yahoo.com

Estimate Number: E250601814
Estimate Date: 06/01/2025
Payment Terms: Due On Receipt
Estimate Amount: 265,600.00
Created By: Mark Page

Billing Address

Islamorada Village Of Islands
Islamorada, FL 33036

Shipping Address

Islamorada Village Of Islands

Item #	Item Name	Quantity	Unit Price	Taxable	Total
10847	Concrete Pads For Airvac Pits	40.00	1,200.00		48,000.00
10848	Concrete pads for A. R. V. Manhole with lid and ring replacement.	4.00	1,200.00		4,800.00
10849	Concrete Pads For A.R.V Manhole Pad Only	5.00	1,200.00		6,000.00
10850	Tombstone Repair Concrete Pad/Support Stake	25.00	1,000.00		25,000.00
10851	Raise Valve Sleeve And Redo Pad	4.00	1,200.00		4,800.00
10852	Replace 8 Inch Isolation Valve On Vacuum Main	4.00	8,700.00		34,800.00
10853	Replace AirVac Basin	2.00	11,000.00		22,000.00
10862	Locate An Excavate Paved Over Valves	2.00	1,000.00		2,000.00
10855	Excavate And Replace Riser Stem On Isolation Valve	2.00	5,000.00		10,000.00
10856	Excavate And Replaced 10 Inch Plug Valve	2.00	8,700.00		17,400.00
10857	Excavate And Replace 8 Inch Plug Valve	1.00	7,700.00		7,700.00
10858	Excavate And Replaced 4 Inch Plug Valve	3.00	5,700.00		17,100.00
10859	Wet Tap And Install Riser On 6 Inch Low Pressure HDPE Line And Install Pressure Gauge	1.00	10,000.00		10,000.00
10863	Install 2 Inch Low Pressure Line From Property On The South Side Of Rain Barrel To S.P.K Station Include Connection Points From Residence To Vac System	10.00	2,000.00		20,000.00
10861	6 Inch Gravity Connection Points	30.00	1,200.00		36,000.00

Subtotal:	\$ 265,600.00
Estimate Amount	\$ 265,600.00



Council Communication

To: Mayor and Village Council
From: A.J. Engelmeyer, Public Works Director
Date: June 10, 2025
SUBJECT: **Resolution Approving the Final Rankings and Recommendations of the RFP 25-03 Evaluation Committee for the Low Pressure Extension for Maderia Rd. TAB 18**

Background:

When a property proposes redevelopment, change of use, new construction, etc., it requires a review of the capacity of the utilities for the property. All expenses for increased capacity in the wastewater collection system come at the property owner's expense.

Lorelei Restaurant, Islamorada Fishing Club, and Islamorada Yacht Basin Condos required an increase in capacity in the wastewater collection system. Their current wastewater connection to the Villages vacuum collection system is not adequate to handle the increased capacity requirements. Upon further review between the property owners and the Villages Wastewater department, it was determined that an extension of the Villages Low Pressure Force Main (LPFM) would be the best solution. The LPFM design and construction would be managed by the Village and all accrued expenses would be divided three ways equally to each property owner.

Analysis:

On April 18, 2025, the Village issued Request for Proposals ("RFP") 25-03 with the objective to enter into an agreement with an experienced contractor who shall furnish all necessary expertise, personnel, tools, materials, equipment, supervision, in a timely and responsive timeframe to complete the Project to provide low pressure extension on Maderia Rd. in Islamorada, permitting the connection of 2 restaurants and 1 marina.

The Village received five (5) proposal in response to RFP 25-03 by the submission deadline of May 22, 2025. The RFP was advertised for a total of 34 days on (1) the Village's website; (2) DemandStar; and (3) the Village's Facebook page.

To evaluate the proposals, an RFP 25-03 Evaluation Committee (the "Committee") was appointed, which comprised of Public Works and Wastewater Director, Andrew Engelmeyer, Wastewater Operations Manager, Clay Boggess and Planning Review Engineer, Robert Mather.

The proposals were reviewed and scored by the Evaluation Committee in a publicly noticed meeting on June 2, 2025. A maximum of 100 points were available in the scoring system, for a total maximum score by the Committee of 300 points. The Committee ranked the proposals as follows according to the criteria and point system provided in the RFP.

Rank	Proposer/Firm Name	Points	Cost Proposal
1	Page Excavating	268	\$92,300.00
2	MTX Group One, LLC	250	\$192,900.00
3	Island Villa Construction	217	\$199,355.88
4	Charley Toppino & Sons, Inc.	214	\$434,633.00
5	LPS Contracting	185	\$652,653.00

Adoption of the attached Resolution would approve the recommendation of the RFP 25-03. Evaluation Committee and the recommended selection of Page Excavating for the project. The proposed Resolution would also authorize the Village Manager and Village Attorney to negotiate and enter into an agreement with Page Excavating for the requested services in substantially the form of Agreement provided as an exhibit to RFP 25-03 and provided hereto as Exhibit "1" to the proposed Resolution. The proposal from Page Excavating is provided as Exhibit "A" to the form of Agreement.

Budget Impact:

The total cost of the Project is expected not to exceed \$93,200.00, including a contingency amount of \$10,000.00. The Village's FY 2024-2025 approved budget for the Wastewater Enterprise Fund includes \$915,000.00 allocated for Infrastructure for Capital Outlay. This project will be fully reimbursed by the two restaurants and marina benefiting from the service.

Staff Impact:

The Public Works and Wastewater Director assisted by the Public Works Coordinator would act as Project Manager.

Recommendation:

It is recommended that the Village Council adopt the attached resolution, thereby approving the selection of Page Excavating for the Low Pressure Extension for Maderia Rd and authorizing the Village Manager and Village Attorney to negotiate and enter into an agreement.

- Attachments:**
1. Resolution
 2. Exhibit 1
 3. Exhibit A

RESOLUTION NO. 25-

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING THE FINAL RANKINGS AND RECOMMENDATIONS OF THE RFP 25-03 EVALUATION COMMITTEE FOR LOW PRESSURE EXTENSION FOR MADERIA RD; 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

WHEREAS, on April 18, 2025, the Village issued Request for Proposals ("RFP") 25-03 to solicit proposals from qualified contractors to complete a full renovation and upgrade the public restroom facility at the Library Beach Park; and

WHEREAS, an RFP 25-03 Evaluation Committee (the "Committee") was established to review responsive proposals and make a recommendation to the Village Council for the selection of a service provider; and

WHEREAS, on June 2, 2025, the Committee reviewed the five (5) proposal received using the selection criteria detailed in RFP 25-03 and recommends Page Excavating ("Page") for the requested services for an amount not to exceed Ninety-Three Thousand, Two Hundred and 00/100 Dollars (\$93,200.00); and

WHEREAS, the Village Council finds that approval of the Agreement with Page for the Low Pressure Extension for Maderia Rd. 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 Selection. The Village Council hereby approves the selection of Page Excavating for Low Pressure Extension project.

Section 3. Authorization of Village Officials. The Village Manager and/or his designee and the Village Attorney are authorized to negotiate an agreement with Page Excavating, substantially in the form attached hereto as Exhibit "1".

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

Section 5. 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 and to present budget amendments to the Village Council as necessary and appropriate.

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

Motion to adopt by _____, second by _____.

FINAL VOTE AT ADOPTION

VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS

Mayor Sharon Mahoney _____

Vice Mayor Don Horton _____

Councilman Steve Friedman _____

Councilwoman Deb Gillis _____

Councilwoman Anna Richards _____

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

SHARON MAHONEY, MAYOR

ATTEST:

MARNE MCGRATH, VILLAGE CLERK

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

JOHN J. QUICK, INTERIM VILLAGE ATTORNEY

AGREEMENT

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

ISLAMORADA, VILLAGE OF ISLANDS

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

and

a Florida _____, 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 the materials and services to construct a new low pressure force main to Maderia Road to service three new connections.

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

Section 1.03 VILLAGE and CONTRACTOR desire to enter into this Agreement for the completion of the Project in accordance with the proposal and on the schedule set forth in ARTICLE 3 entitled "TIME FOR COMPLETION".

Article II. SCOPE OF WORK

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

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

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

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

Article III. TIME FOR COMPLETION

Section 3.01 The CONTRACTOR shall commence work as directed by the VILLAGE and project timeline will not exceed ___ days (___ month(s)). CONTRACTOR shall complete all work in a timely manner in accordance with this timeline or be subject to liquidated damages pursuant to Section 3.03.

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

Section 3.03 VILLAGE and CONTRACTOR recognize that time is of the essence with respect to the completion of the Project and VILLAGE would suffer financial loss if the Project is not completed within the time specified in the timeline for completion set forth in Exhibit "A" and Section 3.01 as mention above, subject to adjustments of such timeline as approved by the Village as provided in the RFP and Proposal. VILLAGE and CONTRACTOR also recognize the expense and difficulties involved in proving with reasonable certainty the actual loss or damage suffered by VILLAGE if the Project is not completed on time. Accordingly, in lieu of requiring any such proof, VILLAGE and CONTRACTOR agree that, as liquidated damages for delays, or early termination of the Agreement, CONTRACTOR shall pay VILLAGE, in addition to any other damages and/or remedies to which VILLAGE may be entitled, the dollar amount equal to six one hundredths of a percent (0.06%) per day of total Contract Price (as defined below) for each calendar day within the first fifteen (15) days after the final completion date set forth in the timeline where the CONTRACTOR fails to reach final completion in accordance with the RFP and Proposal attached hereto as Exhibit "A" or in the event of early termination of the Agreement, for each calendar day within the first fifteen (15) days from termination to the stated completion date. For each calendar day after the first fifteen days following the final completion date provided in the timeline where the CONTRACTOR fails to reach final completion in accordance with the RFP and Proposal the VILLAGE shall be entitled to the dollar amount equal to one tenth of one percent (0.1%) per day of total Contract Price until the CONTRACTOR achieves final completion with respect to a delay or in the event of earlier termination of the Agreement, for each calendar day after the first fifteen days from termination to the stated final completion date, the Village shall be entitled to the dollar

amount equal to one tenth of one percent (0.1%) per day of total Contract Price. CONTRACTOR further agrees that the amount of liquidated damages assessed pursuant to this paragraph is reasonable and does not constitute a penalty. Although the parties recognize the difficulty of proving the loss or damage suffered by the VILLAGE due to delay or early termination, the CONTRACTOR acknowledges and agrees that the amount of liquidated damages approximate the loss anticipated at the time of execution of this Agreement.

Article IV. CONTRACT PRICE, GUARANTEES AND WARRANTIES

Section 4.01 The VILLAGE hereby agrees to pay CONTRACTOR for the faithful performance of this Agreement, for work completed in accordance with the Proposal attached hereto as Exhibit "A", and as directed by VILLAGE. Prices for work completed by the CONTRACTOR shall be as reflected in Exhibit "A". A total contract price hereto is referred to as Contract Price and shall not exceed _____ Dollars (\$_____).

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

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

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

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

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

Article V. CONTRACTOR'S LIABILITY INSURANCE

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

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

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

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

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

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

Contractor shall obtain all necessary endorsements to support these requirements.

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

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

retention applicable to a claim against the Village or the Village's council, officials, officers, agents and employees.

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

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

Article VI. PROTECTION OF PROPERTY

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

Article VII. CONTRACTOR'S INDEMNIFICATION

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

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

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

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

Article VIII. INDEPENDENT CONTRACTOR

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

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

Article IX. CHANGES TO SCOPE OF WORK AND ADDITIONAL WORK

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

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

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

Article X. TERM AND TERMINATION

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

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

Article XI. CONTRACT DOCUMENTS

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

Article XII. MISCELLANEOUS

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

Section 12.02 Assignments. This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by CONTRACTOR without the prior written consent of VILLAGE. For purposes of this Agreement, any change of ownership of CONTRACTOR shall constitute an assignment which requires VILLAGE approval. However, this Agreement shall run to the VILLAGE and its successors and assigns.

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

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

- (a) Keep and maintain public records that ordinarily and necessarily would be required to be kept and maintained by VILLAGE were VILLAGE performing the services under this Agreement;
- (b) Provide the public with access to such public records on the same terms and conditions that the Village would provide the records and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
- (c) Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and

- (d) Meet all requirements for retaining public records and transfer to VILLAGE, at no cost, all public records in possession of the CONTRACTOR upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the VILLAGE.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 305-664-6412, Clerk@islamorada.fl.us, or by mail: Village Clerk, 86800 Overseas Highway, Islamorada, FL 33036.

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

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

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

Section 12.08 Scrutinized Companies.

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

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

Section 12.09 Noncoercive Conduct for Labor or Services. In accordance with Section 787.06, Florida Statutes, the CONTRACTOR has attested to the affidavit incorporated herein that CONTRACTOR does not use coercion for labor or services.

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

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

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

CONTRACTOR: _____

Section 12.11 Binding Authority. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of

the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

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

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

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

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

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

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

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

**[ANY CONTRACT DOCUMENTS FROM THE RFP SHALL BE INSERTED IN AGREEMENT
BEGINNING ON THE FOLLOWING PAGE]**

Affidavit Attesting to Noncoercive Conduct for Labor or Services

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

Vendor FEIN: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone number: _____ Email Address: _____

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

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

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

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

Written Declaration

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

By: _____
Authorized Signature

Print Name and Title: _____

Date: _____

Form of Agreement

[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: _____
_____, 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: _____

Proposal of Page Excavating, Inc.
to provide Professional Contractor Repair and Maintenance Services for the
LOW PRESSURE EXTENSION FOR MADERIA RD. ISLAMORADA
(RFP 25-03)

Page Excavating, Inc,
88005 Overseas Highway
10-237, Islamorada, Florida 33036 305-481-
4898 page_excavating@yahoo.com

Date: May 22, 2025

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

Re: RFP 25-03 Proposal of Page Excavating, Inc

Dear Village Clerk:

Please find attached my company's proposal for RFP 25-03. This proposal is structured in accordance with the Eligible Criteria set forth in Section IX of the RFP.

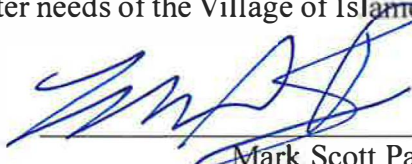
For 37 years, Mark Page, the President of Page Excavating, Inc. has operated locally throughout the Florida Keys, performing both plumbing and professional excavation services. As a highly reputable underground utility and machine operating construction firm, Page Excavating, Inc. provides professional contractor services for wastewater systems,

A careful review of the General Scope and Deliverables set out in Section VIII of the RFP indicates that Page Excavating, Inc., can competently and professionally perform that work. Page Excavating Inc. has both the manpower and equipment to do so, and it has previously completed similar projects for the Village relating to the work listed in those service items.

Mark Page owns a lot at 89100 Overseas Highway, Tavernier 33070, upon which heavy equipment and vehicles can be stored, the equipment will be readily available to successfully complete the Low Pressure Extension Project outlined in this RFP.

Page Excavating, Inc., can qualify for performance bonds in the amount of \$200,000.00 or higher as may be required by various projects set forth in the scope of work as set forth in the RFP.

I anticipate that this Proposal will satisfy the requirement of RFP 25-03, and I look forward to continuing to service the wastewater needs of the Village of Islamorada.



Mark Scott Page
President, Page Excavating, Inc.

Company Overview

The attached history from the Florida Secretary of State demonstrates that Page Excavating, Inc. is an active Florida Corporation. It's President, Mark Scott Page, moved to the Florida Keys at an early age and started his own bobcat company in 1997. The Company evolved into Page Excavating, Inc. which has been continuously serving the Florida Keys since 2009.

Page Excavating, Inc., is equipped to provide professional services in support of in-house collection and transmission system operations throughout Islamorada, Village of Islands. Page Excavating, Inc. offers maintenance, waste-water repair services, and acknowledges the scope of work required for the following projects:

- (1) replacing a vacuum collection main to serve approximately 17 parcels,
- (2) installing a new buffer tank to service Plantation Key School,
- (3) installing two (2) new vacuum valve pits to serve a new Habitat for Humanity project in the North Plantation Key service area, and
- (4) handling the transfer of the seven (7) existing vacuum valve pits from the existing 4" vacuum main to the new 6" vacuum main as shown on the 100% Design Plans — Bid Set. ¹

As later indicated by the attached documentation from Florida DPR, Page Excavating, Inc. holds all necessary licenses from the State of Florida to perform the entire scope of services listed in RFP 25-03, as it is Registered and Certified as a Plumbing Contractor.

Page Excavating, Inc. maintains a competent and skilled staff of ten skilled personnel capable of performing any of the listed scope of services in the RFP. The names of the staff and their credentials who have performed and are available to provide future wastewater services pursuant to the RFP are:

[This space intentionally left blank. See next page for the Overview of the Professional Excavation and Machinery Operation Team]

PAGE EXCAVATING, INC.

I. Professional Excavation and Machinery Operation team is comprised of a 15-member skilled workforce, and is proficient in the below listed areas:

Mark Page – President

- Registered Plumbing Contractor –
Current, Active through 8/31/2025
- Certified Plumbing Contractor –
Current, Active through 08/31/2024
- Equipment Operator
- Electrofusion Expert
- Butt Fusion and Concrete
Restoration Expert

Ted Jorgenson – Foreman

- Equipment Operator
- Plumber
- Electrofusion and Butt Fusion
Specialist

Corey Tolli – Supervisor

- Equipment Operator
- Plumber
- Electrofusion Specialist

Shane Hamilton

- Equipment Operator
- Laborer
- Electrofusion and Butt Fusion
Specialist

Roman Nazarkevych

- Equipment Operator
- Plumber
- Concrete Restoration Specialist

Roy Fabel

- Equipment Operator
- Plumber
- Electrofusion Specialist

Nick Sachs

- Equipment Operator
- Plumber
- Electrofusion Specialist

Demis Martinez

- Equipment Operator
- Plumber
- Concrete Restoration Specialist

German Rivera

- Equipment Operator
- Laborer

Enrique Acosta

- Plumber
- Laborer

Gilmer Lopez

- Structural/Concrete Specialist

Marcelino Resendiz

- Structural/Concrete Specialist

Darwin Funez

- Stucco Specialist

Edwin Funez

- Stucco Specialist

Danny Torres

- Fencing Specialist

II. List of Company's Fleet, Vehicles, and Equipment necessary to complete projects:

Equipment list

- (3) 304 Caterpillar Excavators
- (2) 305 Caterpillar Excavators
- (2) 239 Caterpillar Skid Steers
- (1) 249 Caterpillar Skid Steers
- (1) 306 Caterpillar Excavator
- (1) 301.7 Caterpillar Excavator
- (1) 301.8 Caterpillar Excavator
- (1) 302 Caterpillar Excavator
- (2) ASV Skid Steers
- (1) 1250 Vermeer Trencher
- (1) Pipe Jetter
- (1) Rigid Pipe Camera
- (3) Electro Fusing Machines
- (1) 1" to 4" Butt Fusing Machines
- (1) 3" to 8" Butt Fusing Machines
- (2) Dump Trailers
- (1) Caterpillar Roller²

² It should be noted that Page Excavating, Inc., has an equipment lot and office located at 89100 Overseas Highway, in Tavernier, which allows necessary heavy equipment and fleet vehicles to be positioned for quick access special on demand repairs.

Project Management Experience / Project Examples:

- a) Page Excavating, Inc. a Florida Corporation has been doing business as a Registered and Licensed Certified Plumbing Contractor in the Florida Keys since 2009. As set forth elsewhere, the company, its President and its staff are highly experienced and competent in performing the entire scope of services set forth RFP 25-03, as the company has performed similar work for Islamorada, Village of Islands for the last twelve years. The vast majority of the skilled staff reside in the Florida Keys where they are readily available to perform required service or repairs. The company owns and maintains the necessary heavy equipment and operators and fleet vehicles to perform the specified scope of services at an equipment lot and office located on 89100 Overseas Highway in Islamorada.
- b) Provided on the next page is a list of various projects throughout Islamorada, Village of Islands and the Florida Keys, which relates the qualifications and experience of Page Excavating, Inc.'s professional engagements. The list also provides a thorough overview of the type of services that are tailored to underground utility and restoration projects.

III. Project management experience

Below is a non-exhaustive list of various projects throughout the Village of Islands and the Keys, which describes the qualifications and experience of Page Excavating Inc's professional career. Also, the list will give a thorough overview of the type of services that are tailored to underground utility and restoration projects.

Tavernier Creek Marina

- Demolition of Sewage Treatment Plant
- Construction of Treatment Plant
- Installation of Lift Station

Creekside Inn

- Installation of Vacuum Pit

Turek Building

- Installation of Vacuum Pit

BB&T Bank

- Directly Drill under US1 and Tie into Force Main

Coral Shores Coin Laundry

- Installation of Dual Buffer Tank

Coral Shores High School

- Wet Tap Force Main on Old Highway

Woods Corner

- Installation of Dual Buffer Tank and Diverter

Jerry Drowney

- Waterline Directional Drill, 6-inch waterline along US1 for use at Plantation Key Elementary School and Jerry Drowney residence
- Job was permitted by FKAA

Southeast Marine

- Water supply
- 8-inch directional drill from Seminole Boulevard to Southeast Marine Building on US1
- Install 4-inch RPDA for fire
- Job was permitted by FKAA

Founders Park

- Installation of Duplex Lift Station at soccer field, bore pipe to road and tied in
- Rehabilitation of Lift Station at tennis courts
- Install Lift Station at new marina building, and bore the force main
- Installation of duplex lift station at beach

- Rehabilitation of lift station at US1 restrooms
- Demolition of Sewage Treatment Plant

Islamorada Mini Storage

- Directionally drill 8-inch pipe under US1
- Supplied all services leading up to storage supply fire hydrant
- 6-inch RPDA job permitted by FKAA

Coconut Grove Resort

- Installation of Duplex Lift Station
- Executed all plumbing services

Chesapeake Beach Resort

- Demolition of Sewage Treatment Plant

Ocean Gardens

- Supply, Fire Hydrant Job
- Job was permitted by FKAA

Seafoam Coin Laundry

- Installation of Gravity Sewer to Vacuum Pit
- Demolition of Sewage Treatment Plant

Lorelei Restaurant

- Installation of grease traps
- Installation of Dual Buffer Tank.

Islamorada Fire House

- Installation of Gravity Sewer
- Repair pavement and Concrete

Cheeca Lodge & Spa

- Installation of Stormwater Management System

Amara Cay Resort

- Installation of Parking Lot Stormwater Management.

Papa Joe's Waterfront

- Installation of complete infrastructure, including 6-inch watermain directionally drilled for FKAA.

Safari Lounge

- Installation of Grease Traps,
- Installation of Duplex Lift Station,
- Installation of Stormwater Management.

Pines and Palms Motel

- Installation of Duplex Lift Station,
- Tie in force Main to Old Highway.

Plantation Key Colony

- Replacement of all Non Air-Vac Vacuum Pits, under Layne Company Management.

Contractor References:

Island Villa Construction

7/20/2023 Installed water, sewer and drainage at Papa Joe's Restaurant located at
79801 Overseas Hwy Islamorada FL 33036
Teak Esslinger Owner
82681 Overseas Highway Islamorada, FL 33037
305-481-7215
teak@islandvilla.com

C&E Construction

7/3/2023 Install all drainage and drainage structures install new sewer force main at
76180 Islamorada FL 33036
Chuck Schafstall Owner
203 Harborview Dr., Tavernier, Fl 33070
305-522-9309
ceconst@bellsouth.net

FKAA

7/20/2023 directional drill, 6 inch Watermain tie in at right way and restore DOT right of way at
Papa Joe's Restaurant 79801 Overseas Hwy, Islamorada Fl 33036
Marnie Walterson Manager
1100 Kennedy Dr Key West FL 33040
305-295-2154
Mwalterson@fkaa.com

Islamorada Village of Islands

11/08/2021 to Present – Remove and replace HDPE check valves with stainless valves refuse
pipe, and restore area approximately 320 ck valves replaced so far at various addresses.
Andrew Engelmeyer
305-481-0543
Andrew.Engelmeyer@islamorada.Fl.gov

Name: Entrust Builders

7/27/2020 supply and install 3 inch force main and 4" vacuum main at bonefish storage building
12575 Overseas Highway, Marathon, FL 33050
Blaine Lousbery Owner
95175 Overseas Hwy Key Largo FL 33037
305-710-9911
blain@fl.contractor.net

Songer Construction

7/28/2021 Install one duplex, grinder lift station with valve box and install force main and tie in
at Safari Lounge
David Songer Owner
101801 Overseas Hwy, Key Largo, FL 33070

305-394-4660

Songerconstruct9@aol.com

IV. Contractor References:

Name: Construction Company – Owner Curry Dixon

Address: 91700 Overseas Highway suites 2 & Tavernier, FL 33070 John Dixon owner

Ph: 305-394-0414

Email: currydixonconstruction@yahoo.com

Name: Entrust Builders – Owner Blaine Lousbery

Address: 95175 Overseas Hwy Key Largo FL 33037

Ph: 305-710-9911

Email: blain@fl.contractor.net

Name: CBT Construction – Owner Chris Trentint

Address: 87889 Overseas Highway, Islamorada, FL 33036

Ph: 305-481-5857

Email: admin@cbtconstruct.com

Name: AEC Construction – Owner Shiv Shahi

Address: 11360 US 1 Palm Beach Gardens, LF 33403 Shiv Shahi owner

Ph: 561-889-6621

Email: shiv@aecbuild.com

Name: Bavview Development – Owner Jim Saunders

Address: 89240 Overseas Highway suite 6 Tavernier FL 33070

Ph: 305-240-0957

Email: Saunders@bayviewdev.com

Name: Key Largo Wastewater Treatment District – Mike Dempsey Manager

Address: 103355 Overseas Highway, Key Largo, FL 33037

Ph: 305-522-6771

Email: mike.dempsey@ldwtd.com

Name: FCAA – Marnie Walterson Manager

Address: 1100 Kennedy Dr Key West FL 33040

Ph: 305-295-2154

Email: Mwalterson@fcaa.com

Project	Low Pressure Extension for Madeira Rd. Islamorada
RFP No.	25-03
Bid Due Date/Time	May 22nd, 3:00 pm
Bid Time Zone	EST
Company Name	

Base Bid					
Number	Description	Quantity	UoM	Unit Cost	Total Cost
01	Mobilization	1	LS		\$1500.00
02	Surveying & Record Drawings	1	LS		\$3000.00
03	Maintenance of Traffic	1	LS		\$2000.00
04	Bonds, Insurance, Permits and Fees	1	LS		\$2000.00
05	Preconstruction video	1	LS		\$500.00
06	Existing Utility Identification	1	LS		\$500.00
07	Dewatering	800	LF		\$3500.00
08	Erosion control, maintenance, & Other BMPs	1	LS		\$2200.00
09	Materials/Compaction Testing	1	LS		\$2500.00
10	Asphalt Repair & Overlay	1	LS		\$3500.00
11	Signage	1	LS		\$1500.00
12	Thermoplastic Striping	1	LS		\$2500.00
13	Chain Link Fencing Repairs	1	LS		\$1000.00
14	Sod Replacement	1	LS		\$1500.00
15	2" DR11 HDPE Pipe	1	LS		\$54,000.00
16	Remove Existing Vacuum Pit (STA 09+40)	1	LS		\$1500.00
Base Bid Total					\$83,200.00
Contingency					\$ 10,000.00
Bid Total					\$93,200.00

State and Local Authorization to Transact Business

A copy of the corporate filing record of Page Excavating Inc., from the Florida Secretary of State as well as the licenses record from the Florida Department of Business Regulation are attached.

CONTRACTOR ID / LICENSE #
10929 / 10929

CERTIFICATE OF COMPETENCY NUMBER:
PC468

CERTIFICATE TYPE:
PLUMBING CONTRACTOR



MONROE COUNTY GROWTH MANAGEMENT - BUILDING DEPARTMENT

Middle Keys/Main Office: 2798 Overseas Highway, Marathon, FL (305) 282-2501

Lower Keys Office: 5503 College Road, Key West, FL (305) 295-3990

Upper Keys Office: 102050 Overseas Highway, Key Largo, FL (305) 453-8600

11601 CR 905, Key Largo, FL (305) 453-8765

CERTIFICATE OF COMPETENCY

! IMPORTANT: CONTRACTOR CERTIFICATE OF COMPETENCY ENCLOSED !

PAGE, MARK SCOTT
89100 OVERSEAS HWY

TAVERNIER FL, 33070

Dear Certificate of Competency Holder:

Please find below your renewed Monroe County Certificate of Competency.

Please note:

- You have agreed to abide by the requirements found in Monroe County Code 6-234
- It is the certificate holder's responsibility to notify this office in writing of any legal name and/or address changes by completing the Name and/or Address Change Form. (Obtained from our website at www.monroecounty-fl.gov).
- Journeyman and Masters are NOT contractors, and therefore, are prohibited from contracting, and shall only perform work in their trade while under the supervision and direction of a licensed contractor of same category.
- Contracting shall only be done under the qualified business name. This license does NOT belong to the Company and may NOT be renewed or used by another individual or company other than the license holder named herein for any construction purposes
- If your COC is in Suspended status, you may NOT contract to do work or pull a permit. You do not however need to have current insurances on file.

Thank you.

MONROE COUNTY GROWTH MANAGEMENT

BUILDING DEPARTMENT

CERTIFICATE OF COMPETENCY

This is to certify that the contractor listed is in good standing.

This certificate according to law of competency is valid and in force unless revoked until the noted expiration date below.

Rick Griffin

BUILDING OFFICIAL

Issue date: 10/17/2023
Expiration date: 10/31/25
State License: RF11067477 - expires: 08/31/25
Qualifier: PAGE, MARK SCOTT
Company name: PAGE EXCAVATING INC
License type: PLUMBING CONTRACTOR (RF)
County license: PC468

RECEIPT #: 20063597

Cont.ID: 10929

AMOUNT PAID \$ 150.00

THE OFFICIAL SITE OF THE FLORIDA DEPARTMENT OF BUSINESS &
PROFESSIONAL REGULATION



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LICENSEE SEARCH OPTIONS

12:01:29 PM 5/20/2025

Data Contained In Search Results Is Current As Of 05/20/2025 12:00 PM.

Search Results - 4 Records

Please see our [glossary of terms](#) for an explanation of the license status shown in these search results.

For additional information, including any complaints or discipline, click on the name.

License Type	Name	Name Type	License Number/ Rank	Status/Expires
Certified Plumbing Contractor	PAGE, MARK SCOTT	Primary	CFC1432490 Cert Plumbing	Current, Active 08/31/2026
Address*:		License Location	609 BOYD DR KEY LARGO, FL 33037	
		Main Address*:	88005 OVERSEAS HIGHWAY ISLAMORADA, FL 33036	
Certified Plumbing Contractor	PAGE, MARK SCOTT	Primary	CFC1431593 Cert Plumbing	Current, Active 08/31/2026
Main Address*: 88005 OVERSEAS HIGHWAY ISLAMORADA, FL 33036				
Registered Plumbing Contractor	PAGE, MARK SCOTT	Primary	RF11067477 Reg Plumbing	Current, Active 08/31/2025
Address*:		License Location	156 PUEBLO ST TAVERNIER, FL 33070	
		Main Address*:	88005 OVERSEAS HIGHWAY ISLAMORADA, FL 33036	
Certified Underground Utility and Excavation Contractor	PAGE, MARK SCOTT	Primary	Cert Under	Eligible for Exam
Main Address*: 88005 OVERSEAS HIGHWAY ISLAMORADA, FL 33036				

[Back](#) [New Search](#)

*** denotes**

Main Address - This address is the Primary Address on file.

Mailing Address - This is the address where the mail associated with a particular license will be sent (if different from the Main or License Location addresses).

License Location Address - This is the address where the place of business is physically located.

2601 Blair Stone Road, Tallahassee FL 32399 :: Email: [Customer Contact Center](#) :: Customer Contact Center: 850.487.1395

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Under Florida law, email addresses are public records. If you do not want your email address released in response to a public-records request, do not send electronic mail to this entity. Instead, contact the office by phone or by traditional mail. If you have any questions, please contact 850.487.1395. *Pursuant to Section 455.275(1), Florida Statutes, effective October 1, 2012, licensees licensed under Chapter 455, F.S. must provide the Department with an email address if they have one. The emails provided may be used for official communication with the licensee. However email addresses are public record. If you do not wish to supply a personal address, please provide the Department with an email address which can be made available to the public. Please see our **[Chapter 455](#)** page to determine if you are affected by this change.



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

Detail by Entity Name

Florida Profit Corporation
PAGE EXCAVATING, INC.

Filing Information

Document Number	P97000014561
FEI/EIN Number	65-0738739
Date Filed	02/12/1997
State	FL
Status	ACTIVE
Last Event	AMENDMENT
Event Date Filed	11/03/2009
Event Effective Date	11/04/2009

Principal Address

515 N. Flagler Drive
P-300
West Palm Beach, FL 33401

Changed: 05/20/2022

Mailing Address

515 N. Flagler Drive
P-300
West Palm Beach, FL 33401

Changed: 05/20/2022

Registered Agent Name & Address

Rohan, Rory K
515 N Flagler DR
Suite P-300
West Palm Beach, FL 33401

Name Changed: 04/29/2013

Address Changed: 08/30/2016

Officer/Director Detail

Name & Address

Title PD

PAGE, MARK
515 N. Flagler Drive
P-300
West Palm Beach, FL 33401

Annual Reports

Report Year	Filed Date
2023	03/15/2023
2024	04/03/2024
2025	03/11/2025

Document Images

<u>03/11/2025 -- ANNUAL REPORT</u>	View image in PDF format
<u>04/03/2024 -- ANNUAL REPORT</u>	View image in PDF format
<u>03/15/2023 -- ANNUAL REPORT</u>	View image in PDF format
<u>05/20/2022 -- AMENDED ANNUAL REPORT</u>	View image in PDF format
<u>04/11/2022 -- ANNUAL REPORT</u>	View image in PDF format
<u>04/29/2021 -- ANNUAL REPORT</u>	View image in PDF format
<u>04/30/2020 -- ANNUAL REPORT</u>	View image in PDF format
<u>04/25/2019 -- ANNUAL REPORT</u>	View image in PDF format
<u>03/12/2018 -- ANNUAL REPORT</u>	View image in PDF format
<u>03/06/2017 -- ANNUAL REPORT</u>	View image in PDF format
<u>12/08/2016 -- Off/Dir Resignation</u>	View image in PDF format
<u>08/30/2016 -- ANNUAL REPORT</u>	View image in PDF format
<u>04/30/2015 -- ANNUAL REPORT</u>	View image in PDF format
<u>04/29/2014 -- ANNUAL REPORT</u>	View image in PDF format
<u>04/29/2013 -- ANNUAL REPORT</u>	View image in PDF format
<u>01/09/2012 -- ANNUAL REPORT</u>	View image in PDF format
<u>05/10/2011 -- ANNUAL REPORT</u>	View image in PDF format
<u>03/31/2010 -- ANNUAL REPORT</u>	View image in PDF format
<u>11/03/2009 -- Amendment</u>	View image in PDF format
<u>10/15/2009 -- Amendment</u>	View image in PDF format
<u>04/30/2009 -- ANNUAL REPORT</u>	View image in PDF format
<u>05/02/2008 -- ANNUAL REPORT</u>	View image in PDF format
<u>05/02/2007 -- ANNUAL REPORT</u>	View image in PDF format
<u>04/20/2006 -- ANNUAL REPORT</u>	View image in PDF format
<u>11/03/2005 -- Off/Dir Resignation</u>	View image in PDF format
<u>06/28/2005 -- Reg. AgenChange</u>	View image in PDF format
<u>06/28/2005 -- Amendment</u>	View image in PDF format
<u>01/05/2005 -- ANNUAL REPORT</u>	View image in PDF format
<u>02/26/2004 -- REINSTATEMENT</u>	View image in PDF format
<u>05/15/2000 -- ANNUAL REPORT</u>	View image in PDF format
<u>12/02/1999 -- REINSTATEMENT</u>	View image in PDF format
<u>02/12/1997 -- Domestic Profit Articles</u>	View image in PDF format

Insurance to be Provided After Award of Contract

If awarded the Contract, within fifteen (15) days, Page Excavating Inc will
Provide Certificates of Insurance in accordance with the specifications set forth

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

Mark Pace Pres
Name and Title of Authorized Certifying Official

5/20/25
Date

12. SUSPENSION AND DEBARMENT

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by Islamorada, Village of Islands. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to Islamorada, Village of Islands, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.



Signature of Authorized Certifying Official



Name and Title of Authorized Certifying Official



Date

ADDITIONAL CONTRACT TERMS FOR FEDERAL AND FEMA FUNDED PROJECTS

The following clauses will form part of the agreement between Islamorada, Village of Islands and the Contractor resulting from this RFP.

A. Access to Records:

The following access to records requirements shall apply to the contract.

1. The Contractor agrees to provide Islamorada, Village of Islands, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
2. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
3. The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
4. In compliance with the Disaster Recovery Act of 2018, Islamorada, Village of Islands and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

B. Changes to the Contract:

Any changes to the contract between Islamorada, Village of Islands and the Contractor modification, change order, or constructive change must be allowable, allocable, within the scope of the grant or cooperative agreement, and reasonable for the completion of project scope.

- C. **Non-use of DHS Seal, Logo, and Flags:** The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of HSS agency officials without specific FEMA pre-approval.
- D. **Compliance with Federal Law, Regulations, and Executive Orders:** This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures and directives.
- E. **No Obligation by Federal Government:** The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

- F. **Program Fraud and False or Fraudulent Statement or Related Facts:** The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.



Signature of Contractor's Authorized Official



Name and Title of Contractor's Authorized Official



Council Communication

To: Mayor and Village Council
From: Terry Abel, Fire Chief
Date: June 10, 2025
SUBJECT: **Resolution Approving Agreement with Early Alert Inc. for Emergency Management Consulting Servicing TAB 19**

Background:

Islamorada, Village of Islands (the "Village") is responsible for all emergency management response throughout the Village. In the past few years the changes in federal processes throughout the emergency management operational spectrum has had many changes making keeping up with the dynamic challenging at times. The Village does not have anyone dedicated solely to emergency management within its ranks, everyone that works in the emergency management capacity during an activation also does their normal jobs within the Village. Luckily when most emergency operations occur, the Village's normal operations cease for at least a brief period allowing those staff members to then focus on the task at hand. In February of 2025 the Village sent out an RFP for Emergency Management Consulting services and at the April meeting Village approved the rankings of the committee with Early Alert Inc. being the winning bid. The attached resolution would enter into a contract with Early Alert Inc. for Emergency Management Consulting.

Analysis:

The contracted services would be to augment current staffing levels if needed during an activation of our Emergency Operations Center (EOC) but also to assist with updating our Comprehensive Emergency Management Plan (CEMP), Continuity of Operations Plan (COOP), Debris Management Plan (DMP) and help with the Florida Recovery Obligation Calculation (FROC) which is relatively new and changing as it evolves. The resolution, if approved, would enter into a three-year contract term with two additional one-year terms between the Village and Contractor, automatically renewable unless notified in writing by either party.

The adoption of the Resolution would: (a) authorize the Village Manager and Village Attorney to enter into an agreement with Early Alert Inc. for the requested services in substantially the form of Agreement provided as an Exhibit "1" to the proposed resolution; and (b) authorize the Village Manager to expend budgeted funds.

Budget Impact:

The expense of the services provided by Early Alert will be spelled out in the project named scope of work as detailed in Article 10 of the attached contract (Exhibit 1). Funds were budgeted during FY 24-25 for \$67,000.00 to cover the cost of the CEMP revisions. However, budgeted total costs do not cover any expenses should we need to activate the EOC and

have the staff from Early Alert come to augment. That funding would be covered under a Declaration of Local Emergency and Delegation of Authority.

Staff Impact:

Village staff would create projects and scopes of work for needed work through Early Alert Inc. via an open purchase order for services for the year, communicate with Early Alert Inc. to coordinate the timing of the services. The Village Finance Department would track expenditures to ensure not to exceed budgeted amount.

Recommendation:

It is recommended that the Village Council adopt the attached Resolution, thereby approving contract with and expenditures to Early Alert Inc.

- Attachments:**
1. 4B97613-Resolution re Early Alert consulting services
 2. Exhibit 1 Early Alert Inc May 2025

RESOLUTION NO. 25-

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING CONTINUING SERVICES AGREEMENT; FISCAL YEAR 2024-2025 BUDGETED EXPENDITURES FROM EARLY ALERT INC. FOR EMERGENCY MANAGEMENT CONSULTING SERVICES; AUTHORIZING VILLAGE OFFICIALS TO IMPLEMENT THE TERMS AND CONDITIONS OF THE AGREEMENT; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Islamorada, Village of Islands ("Village") requires a vendor to provide emergency management consulting services; and

WHEREAS, on February 28, 2025, the Village issued Request for Proposals (RFP) 25-02 to solicit proposals from qualified contractors to provide the Emergency Management Consulting Services ("Consulting Services"); and

WHEREAS, following the competitive bidding process, on May 6, 2025, the Village Council adopted Resolution 25-05-32 which approved the committee's recommendation and selection of Early Alert Inc. to perform the Consulting Services; and

WHEREAS, the Village Council finds that approval of a Fiscal Year 2024-2025 not to exceed amount of \$67,000.00 for the Consulting Services from Early Alert Inc. 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.** The Village Council hereby approves the Agreement for the Consulting Services, as set forth in Exhibit "1" attached hereto.

Section 3. Authorization of Village Officials. The Village Manager and/or his designee and the Village Attorney are authorized execute and deliver the Agreement in substantially the same form as set forth in Exhibit 1 hereto.

Section 4. Approval of Fiscal Year Expenditures. The Village Council hereby approves an amount not to exceed Sixty-Seven Thousand Dollars (\$67,000.00) for the Consulting Services from Early Alert Inc.

Section 5. Authorization of Fund Expenditure. Notwithstanding the limitations imposed upon the Village Manager pursuant to the Village's Purchasing Procedures Ordinance, the Village Manager is authorized to expend budgeted funds for the Emergency Management Consulting Services from Early Alert for Fiscal Year 2024-2025.

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

Remainder of this page intentionally left blank.

Motion to adopt by _____, second by _____.

FINAL VOTE AT ADOPTION

VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS

Mayor Sharon Mahoney _____

Vice Mayor Don Horton _____

Councilwoman Anna Richards _____

Councilman Steve Friedman _____

Councilwoman Deb Gillis _____

PASSED AND ADOPTED THIS ____ DAY OF _____, 2025

SHARON MAHONEY, MAYOR

ATTEST:

MARNE MCGRATH, VILLAGE CLERK

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

JOHN J. QUICK, VILLAGE ATTORNEY

AGREEMENT

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

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

and

EARLY ALERT, INC.,
a corporation organized and existing under the laws of the State of Florida, hereinafter
"CONSULTANT."

WITNESSETH:

In consideration of the mutual terms and condition, promises, covenants, and payments hereinafter set forth, VILLAGE and CONSULTANT 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 and prepared a solicitation for an experienced independent CONSULTANT to provide Emergency Management Consulting Services (the "Services"), pursuant to a Request For Proposals No. 25-02 dated February 28, 2025 ("RFP No. 25-02").

1.2 On March 20, 2025, the Village received a Proposal from CONSULTANT for in response to RFP No. 25-02 for the Services.

1.3 VILLAGE and CONSULTANT desire to enter into an Agreement for the provision of the Services as set forth in RFP No. 25-02.

1.4 The Village Manager is authorized to execute an agreement with CONSULTANT for services related to the scope of work set forth in RFP No. 25-02 and in the CONSULTANT's Proposal, which is attached hereto as Exhibit "A".

ARTICLE 2
SCOPE OF WORK

2.1 The CONSULTANT shall furnish all necessary expertise, personnel, tools, materials, equipment and supervision, to perform all of the work described in Exhibit "A".

2.2 CONSULTANT hereby represents to VILLAGE, with full knowledge that VILLAGE is relying upon these representations when entering into this Agreement with CONSULTANT, that CONSULTANT has the professional expertise, experience and manpower to perform the Services to be provided by CONSULTANT pursuant to the terms of this Agreement.

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

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

ARTICLE 3
TIME FOR COMPLETION

3.1 The CONSULTANT shall commence the Services as directed by VILLAGE. CONSULTANT shall complete work in a timely manner.

3.2 The Services will be provided on an as-needed basis. For each specific project, the VILLAGE will issue a Task Order specifying the type of work to be provided under Exhibit "A" and CONSULTANT will submit a detailed quote, in accordance with the fee schedule provided in the Proposal, which must be reviewed and approved by the Village prior to commencement of work on such project.

3.3 Such Task Order shall provide a timeline for the project including the proposed number of days to begin the work after a Task Order has been executed and the best estimate of the number of calendar days to complete the project.

ARTICLE 4
CONTRACT SUM, GUARANTEES AND WARRANTIES

4.1 The VILLAGE hereby agrees to pay CONSULTANT for the faithful performance of this Agreement, for work completed in accordance with the Exhibit "A" and as directed by VILLAGE. Prices for work completed by the CONSULTANT shall be as reflected in Exhibit "A" and as set forth for each Task Order.

4.2 The VILLAGE will make payments to CONSULTANT for completed and proper work and in the amounts stated in each Task Order and in accordance with the Local Government Prompt Payment Act in Chapter 218, Florida Statutes.

4.3 The CONSULTANT shall guarantee all portions of the work under each Task Order 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 CONSULTANT shall specify warranty duration and guidelines, inclusions and exclusions for all products in each quote provided for a Task Order.

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

4.6 CONSULTANT is prohibited from placing a lien on the Village's property. This prohibition applies to; inter alia, all sub-CONSULTANTS and subCONSULTANTS, suppliers and labors.

ARTICLE 5

CONSULTANT'S LIABILITY INSURANCE

5.1 The CONSULTANT shall not commence work under this Agreement until CONSULTANT has obtained all insurance required under this Article and such insurance has been approved by the VILLAGE nor shall the CONSULTANT allow any Subconsultant to commence work on his sub-contract until all similar such insurance required of the subconsultant 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 Services. 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 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 CONSULTANT 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 CONSULTANT shall not continue to work pursuant to this Agreement 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 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) Employers' Liability Insurance \$1,000,000 Accident:
 - a. \$1,000,000 Disease, policy limits
 - b. \$1,000,000 Disease each employee
- c) 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;
- d) Automobile Liability Insurance - \$1,000,000 per Occurrence (Owned, non-owned and hired vehicles) \$1,000,000 Combined Single Limit; and
- e) Pollution Liability - \$1,000,000 per Occurrence, \$2,000,000 Aggregate.

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

5.7 The VILLAGE reserves the right to require any other insurance coverage as it deems necessary depending upon the exposures. If the VILLAGE requires any additional insurance coverage that exceeds limits stated in section 5.5, the VILLAGE agrees to compensate CONSULTANT for any additional cost required to bind additional coverage.

ARTICLE 6 PROTECTION OF PROPERTY

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

ARTICLE 7 CONSULTANT'S INDEMNIFICATION

7.1 The CONSULTANT agrees to release the VILLAGE from and against any and all liability and responsibility in connection with the above-mentioned matters. The CONSULTANT further agrees not to sue or seek any money or damages from VILLAGE in connection with the above-mentioned matters.

7.2 The CONSULTANT agrees to indemnify, defend 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 CONSULTANT'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.

7.4 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 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 CONSULTANT 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 CONSULTANT shall retain sole and absolute discretion in the judgment of the manner and means of carrying out the CONSULTANT's activities and responsibilities hereunder provided. This Agreement shall not be construed as creating any joint employment relationship between the CONSULTANT and the VILLAGE and the VILLAGE will not be liable for any obligation incurred by CONSULTANT, including but not limited to unpaid minimum wages and/or overtime premiums.

ARTICLE 9 NONDISCRIMINATION

9.1 During the term of this Agreement, the CONSULTANT shall not discriminate against any of its employees or applicants for employment because of their race, color, sex, religion, disability, national origin, ancestry, sexual orientation, familial status, age, genetics or any other protected characteristic as established by local, state or federal law.

ARTICLE 10 CHANGES TO SCOPE OF WORK AND ADDITIONAL WORK

10.1 The VILLAGE 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 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. 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 CONSULTANT be compensated for any work which has not been described in a separate written agreement executed by the parties hereto with the information provided in Section 10.1.

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 CONSULTANT in which event the CONSULTANT shall be paid its compensation for services performed to termination date. In the event that the CONSULTANT abandons this Agreement or causes it to be terminated, the CONSULTANT 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 CONSULTANT shall become the property of VILLAGE and shall be delivered by CONSULTANT to VILLAGE.

11.2 This Agreement shall take effect as of the date of execution as shown herein below and continue for an initial period of three (3) years with two (2) one (1) year extensions in the VILLAGE's sole discretion, which extension shall be automatic unless the CONSULTANT is otherwise notified.

ARTICLE 12 CONTRACT DOCUMENTS

12.1 CONSULTANT and VILLAGE hereby agree that the following 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; including CONSULTANT's Proposal and VILLAGE Purchase Requisition as set forth and incorporated into this Agreement as Exhibit "A"; and all other exhibits thereto. In the event there is a conflict between the terms of the RFP, CONSULTANT'S Proposal, and this Agreement, the terms of this Agreement shall prevail.

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 CONSULTANT without the prior written consent of VILLAGE. For purposes of this Agreement, any change of ownership of CONSULTANT shall constitute an assignment which requires VILLAGE approval. However, this Agreement shall run to the VILLAGE and its successors and assigns.

13.3 Records. CONSULTANT shall keep books and records and require any and all subconsultants 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 CONSULTANT 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.

13.4 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:

- 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 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.

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.

13.5 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 the end of the Term or upon termination of the Agreement such documents shall be provided to the VILLAGE if not already in its possession.

13.6 No Contingent Fees. CONSULTANT warrants that it has not employed or retained any company or person, 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, company, corporation, individual or firm, other than a bona fide employee working solely for CONSULTANT, 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.

13.7 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.

13.8 Scrutinized Companies.

- a. 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 VILLAGE 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.
- b. If this Agreement is for more than one million dollars, the Consultant 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., VILLAGE may immediately terminate this Agreement at its sole option if the CONSULTANT, its affiliates, or its subconsultants are found to have submitted a false certification; or if the CONSULTANT, 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. The CONSULTANT 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.

13.9 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 CONSULTANT and the VILLAGE designate the following as the respective places for giving 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

CONSULTANT: Mr. William Wagner, Co-Owner/President
Early Alert, Inc.
194 Rowland Hollow Rd., Liberty, TN 37095

13.10 Foreign Gifts and Contracts.

- a. Pursuant to section 286.101(3), Florida Statutes, the CONSULTANT shall disclose in any manner required by section 286.101, Florida Statutes, any current or prior contract with, or grant or gift received from, a Foreign Country of Concern, with a value of \$50,000 or more, received or in force at any time during the previous five years. A "Foreign Country of Concern" shall mean the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolas Maduro, or the Syrian Arab Republic, including any agency of or any other entity under significant control of such country. If the CONSULTANT fails to make such

disclosure it may be liable for a civil violation with a fine of \$5,000 for a first violation or \$10,000 for any subsequent violation. The CONSULTANT represents and warrants it has complied with Fla. Stat. sec. 286.101, it has properly disclosed to VILLAGE before submission of its proposal, such interests, contracts, grants, or gifts and it will remain in compliance with Fla. Stat. 286.101 for any duration of any Agreement.

- b. Further, where the amount of the Agreement is for services costing \$100,000.00 or more, the CONSULTANT shall disclose any current or prior interest of, any contract with, or any grant or gift received from a country of foreign concern with a value of \$50,000 or more that was received or in force during the previous five (5) years. Definitions, disclosure requirements and exceptions are found in section 268.101, Florida Statutes. The CONSULTANT represents and warrants that it has complied with section 286.101, Florida Statutes, it has properly disclosed to VILLAGE before submission of its proposal such interests, contracts, grants or gifts, and it will remain in compliance with section 286.101, Florida Statutes for the duration of this Agreement.

13.11 Noncoercive Conduct For Labor. The CONSULTANT has comply with the requirements of Section 787.06(13), Florida Statutes, by having an officer or other authorized representative of the CONSULTANT execute the Affidavit attached to the Proposal, which attests, under penalty of perjury, that it does not use coercion for labor or services, as defined in Section 787.06, Florida Statutes.

13.12 Public Entity Crimes. By its execution of this Agreement, the CONSULTANT acknowledges that it has been informed by VILLAGE of, and is in compliance with, the terms of Section 287.133(2)(a) of the Florida Statutes which read as follows:

"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, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or the 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 s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list."

13.13 Discriminatory Vendor List. Pursuant to Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or the CONSULTANT under a contract with any public entity; and may not transact business with

any public entity. By execution of this Agreement, the CONSULTANT represents that it has not been placed on the discriminatory vendor list as provided in Section 287.134, Florida Statutes.

13.14 Federal Provisions. The VILLAGE and CONSULTANT shall comply with the applicable terms of Exhibit "B" Federal Provisions, which is attached hereto and incorporated herein.

13.15 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.

13.16 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.

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

13.18 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.

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

13.20 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.

13.21 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 CONSULTANT and supersedes all prior negotiations, representations or agreements, either written or oral.

13.22 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.

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 _____, duly authorized officer to execute same.

VILLAGE

ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA

By: _____
Village Manager

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, Interim Village Attorney

CONSULTANT

WITNESSES:

By: _____

Print Name: _____

Title: _____

Date: _____

ATTEST:

SECRETARY

STATE OF FLORIDA)
COUNTY OF _____)

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 20__ (year) by _____ (name of person making the statement) as _____ (title) of _____ (company name), who _____ is personally known to me or _____ has provided Florida Driver's License as identification.

NOTARY PUBLIC

My Commission Expires:

EXHIBIT "A"

SCOPE OF SERVICES DESCRIPTION FROM RFP NO. 25-02

AND

ATTACHED PROPOSAL OF CONSULTANT

SCOPE OF SERVICES

Emergency management consultant services to be provided may include, but not be limited to the following: emergency management and disaster recovery services, continuity of operations (COOP) and continuity of government (COG) planning, all hazard training, planning and preparedness, incident management support teams, technical, administrative and training support to assist the Village with damage assessment, disaster recovery project estimation, project worksheet (PW) development, grant management, appeals, FEMA force account and small and large project document assembly, and federal procurement requirements review, etc.

All work and support will be in concert and compliant with Florida Statutes 252, Florida Division of Emergency Management, including the Florida Recovery Obligation Calculation (F-ROC), FEMA National Planning Frameworks, the National Incident Management System, Comprehensive Preparedness Guide (CPG) 101, FEMA's Public Assistance Program and Monroe County's Comprehensive Emergency Management Plan (CEMP).

The Scope of Services may include any or all of the following:

a) Emergency Planning Services:

The Village may need expert consulting services to develop or update emergency management plans at the direction of Village personnel. These plans may consist of, but are not limited to:

- Update to the existing Village CEMP
- Update the Tropical Cyclone Annex
- Update the Debris Management Plan
- Update/develop COOP (Continuity of Operations Plan)
- Hazard mitigation planning and project grant management
- Other mission-specific plans, checklists, standard operating procedures, etc., that will make the Village better prepared to respond and recover from an emergency.

b) All Hazard Training and Exercises:

At the direction of Village staff and planning stakeholders, provide the design, facilitation, and evaluation of various emergency management training and exercise needs to prepare staff for emergencies, including but not limited to emergency planning, preparedness, position-specific ICS positions training, Emergency Operations Center (EOC) Functions, recovery operations, mass

casualty incidents, active shooter, unified command, and other targeted emergency management and public safety trainings and exercises. All training and exercises that the proposer can provide must follow FEMA and HSEEP framework and requirements and any grant requirements if applicable.

c) Incident Management/EOC Support Team Services:

These services will allow the Village to maintain continuity of government and continuity of operations while effectively managing the incident/disaster. When requested, the Consultant will provide staff support in the way of:

- Operations, Planning, Logistics, and Finance - Section Chiefs, Branch Directors and Division/Group Supervisors
- Recovery - Short-term recovery operations support
- Logistics support
- In the field management and personnel to assist with points of distribution, disaster recovery centers, shelters, or other emergency operations.

Other technical assistance needed in the field, department, or EOC may be needed before, during, or after an emergency, including being located in the Village EOC before a tropical cyclone landfall if required.

EXHIBIT "B"

FEDERAL CONTRACT PROVISIONS

(The following clauses apply to this Agreement to the extent allowed by Florida law)

A. EQUAL EMPLOYMENT OPPORTUNITY CLAUSE (2 CFR §200.326 Appendix II to Part 200 (C)) During the performance of the contract, CONSULTANT shall comply with the Equal Employment Opportunity Clause (41 CFR 60-1.4(b)):

1. CONSULTANT will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. CONSULTANT 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, 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. CONSULTANT 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. CONSULTANT will, in all solicitations or advertisements for employees placed by or on behalf of the CONSULTANT, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
3. CONSULTANT 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 CONSULTANT's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. CONSULTANT 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.
5. CONSULTANT 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 for purpose of investigation to ascertain compliance with such rules, regulations, and orders.
6. In the event of the CONSULTANT's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations or orders, this contract may be canceled, terminated, or suspended in whole or in part and the CONSULTANT 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.

7. CONSULTANT will include the portion of the sentence immediately preceding paragraph 1 and the provisions of paragraph 1 through 7 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 CONSULTANT 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 CONSULTANT becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the CONSULTANT may request the United States to enter into such litigation to protect the interest of the United States.

B. DAVIS-BACON ACT (2 CFR §200.326 Appendix II to Part 200 (D))

When applicable, CONSULTANT shall pay wages to laborers and mechanics at a rate not less than those in the attached Davis-Bacon Act Wage Rate Table(s) as made by the Secretary of Labor. CONSULTANT shall pay wages not less than once per week.

C. COPELAND "ANTI-KICKBACK" ACT (2 CFR §200.326 Appendix II to Part 200 (D))

When applicable, CONSULTANT shall comply with the Copeland "Anti-Kickback" Act (40

U.S.C. §3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that the CONSULTANT and CLIENT is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The CLIENT must report all suspected or reported violations to the appropriate Federal agency.

1. CONTRACTOR. The CONSULTANT 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 this Contract.

2. Subcontracts. The CONSULTANT or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime CONSULTANT shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

3. Breach. A breach of the contract clause 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.

D. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (2 CFR §200.326 Appendix II to Part 200 (E)) (40 U.S.C. 3701-3708)

When applicable, Contracts in excess of \$100,000 that involve the employment of mechanics or laborers shall comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each Contractor and its subcontractors shall compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous.

E. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT (2 CFR §200.326 Appendix II to Part 200 (F))

When applicable, if the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient 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 recipient or subrecipient must comply with the requirements of 37 CFR 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 the awarding agency.

F. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT (2 CFR §200.326 Appendix II to Part 200 (G))

CONTRACTOR shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

G. DEBARMENT AND SUSPENSION (2 CFR §200.326 Appendix II to Part 200 (H))

A contract cannot be awarded to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

The Vendor/CONTRACTOR 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 Vendor/CONTRACTOR further agrees to include a provision requiring such compliance in its lower tier covered transactions.

H. PROCUREMENT OF RECOVERED MATERIALS (2 CFR §200.322)

CONTRACTOR must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

I. CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS (2 CFR §200.321)

Should the CONTRACTOR subcontract any of the work under this Contract, CONTRACTOR shall take the following affirmative steps: place qualified small and minority businesses and women's business enterprises on solicitation lists; assure that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; 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; establish delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and use 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. Their websites and contact information can be found at www.SBA.gov and www.MBDA.gov.

J. ENERGY EFFICIENCY AND CONSERVATION

CONTRACTOR shall comply with the mandatory standards and policies of the Florida Energy Efficiency and Conservation Act issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. § 6201).

K. BYRD ANTI-LOBBYING AMENDMENT (2 CFR §200.326 Appendix II to Part 200 (I))

Vendors that apply or bid for an award exceeding \$100,000 must 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 must 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 non-Federal award. If not provided with the bid response, Vendor must complete and submit the Certification Regarding Lobbying Form within three business days of CLIENT's request.



Council Communication

To: Mayor and Village Council
From: Terry Abel, Fire Chief
Date: June 10, 2025
SUBJECT: **Resolution Approving Change Orders and Contingency Fund for The Generator Storage Building Project TAB 20**

Background:

On August 9, 2024, the Village issued Request for Proposals ("RFP") 24-15 with the objective to enter into an agreement with a contractor who shall furnish all necessary expertise, personnel, tools, materials, equipment, supervision, in a timely and responsive timeframe to complete the Project to construct the Generator Storage Buildings.

The Committee members met to discuss the single proposal received and agreed that the sole proposal was responsive to the bid document, and they agreed to recommend to the Village Council that the Village enter into an Agreement with CDWRE Construction LLC. ("CDWRE")

On October 8, 2024, the Village Council approved Resolution 24-10-118, awarding CDWRE the Generator Storage Building project. The original cost of this project was set at a cost not to exceed of \$1,719,162.00.

Analysis:

During the course of this project, 11 Requests For Information ("RFI") were submitted, requiring various clarifications, some of which led to necessary adjustments. As a result, Change Order #1 was requested. This change order covers several items, including increased steel costs due to market changes between the August's bid date and current pricing; the addition of a front apron at the 103 Key Heights project; and modifications to the roll-up and end doors at both locations to better meet updated wind load requirements, which differ from the original specifications.

Additionally, due to delays in receiving materials and responses to RFIs, the project is expected to extend beyond its original June 30th completion date. Therefore, the change order includes project management costs for the additional three months required to complete the work.

The change order also includes added costs for the engineer of record, related to the increased number of RFI responses and additional field inspections necessary for this critical facility—inspections that must be conducted by the engineer of record. Finally, a contingency has been included to cover any minor changes moving forward, helping to keep the project on track without the need for further Council approval.

Budget Impact:

The additional funding requested for this project is \$250,000.00 which includes \$226,365.00 direct expenses outlined in Change Order #1, \$4,451.25 for increased engineering fees and \$19,183.75 for contingency. The original cost of the Project was previously expected to not exceed \$1,719,162.00. With this request, the new not-to-exceed cost will be \$1,969,162.00. Because of the significant increase in anticipated costs, project funding will require FY 2024-25 budget amendments to reflect the proposed funding plan:

Budgeted FY 2024-25 Funding (\$600,000)

Capital Projects Fund Balance: \$150,000 (Legislative Appropriation)

Wastewater Enterprise Fund Balance: \$150,000 (Legislative Appropriation)

Wastewater Enterprise Fund: \$150,000 (Fund Balance)

Fire Impact Fees: \$150,000 (Fund Balance)

Additional Funding Required (\$1,120,000)

Discretionary Sales Surtax: \$300,000

Hurricane Reserve: \$260,000

Wastewater Enterprise Fund Balance: \$160,000

Fire Impact Fees: \$400,000

Fund Balance Implications

With the foregoing project funding plan, the resulting remaining FY 2024-25 fund balances from which project funding is derived are as follows:

Discretionary Sales Surtax Fund Balance: \$2,000,000

Hurricane Reserve: \$7,499,336

Wastewater Enterprise Fund Balance: \$1,419,462

Fire Impact Fees: \$97,100

Staff Impact:

There will be no additional staff impact. Staff will continue to coordinate with contractors and engineers on a regular basis to ensure coordination among all parties involved.

Recommendation:

It is recommended that the Village Council adopt the attached resolution, thereby approving the change orders and additional contingency funds to avoid further delays with contractors for the construction of the Generator Storage Buildings.

- Attachments:**
1. Reso_Storage Building_change order May 10 v2
 2. FINAL CO#1 Generator Storage Facilities for Islamorada FL
 3. Hobo Arch invoice through 4 29 25

RESOLUTION NO. 25-

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING A CHANGE ORDER FOR THE GENERATOR STORAGE BUILDING PROJECT; AUTHORIZING A CONTINGENCY FUND; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on August 9, 2024, the Village issued Request for Proposals ("RFP") 24-15 to solicit proposals from qualified contractors to construct the Generator Storage Buildings (the "Project"); and

WHEREAS, one (1) proposal was received in response to RFP 24-15 by the bid submittal deadline and an Evaluation Committee (the "Committee") was established to review the responsive proposal and make a recommendation to the Village Council; and

WHEREAS, the Committee reviewed the one (1) proposal for qualifications and responsiveness to the criteria detailed in RFP 24-15 and recommends approval of CDWRE Construction LLC ("CDWRE") for the Project; and

WHEREAS, on October 8, 2024, the Village Council approved Resolution No. 24-10-118, awarding CDWRE the Generator Storage Building project for an amount not to exceed One Million Seven Hundred Nineteen Thousand One Hundred and Sixty-Two and 00/100 Dollars (\$1,719,162.00) and to complete the Project by the June 30, 2025, grant funding deadline; and

WHEREAS, during the course of the project, necessary adjustments to the steel fabrication, concrete work, project management and doors costs and installation were identified; and

WHEREAS, the change order from CDWRE amounts to Two Hundred Twenty-Six Thousand Three Hundred Sixty-Five and 00/100 Dollars (\$226,365.00) and the additional work by Tong Engineering Group amounts to Four Thousand, Four Hundred Fifty-One and 25/100

Dollars (\$4,451.25) for a combined total of Two Hundred and Thirty Thousand, Eight Hundred and Sixteen and 25/100 Dollars(\$230,816.25); and

WHEREAS, the Village Council recognizes the need to avoid delays in the completion of the renovation project and deems it prudent to establish an additional contingency fund of Nineteen Thousand One Hundred Eighty-Three and 75/100 Dollars (\$19,183.75) for any additional engineering fees and unforeseen changes; and

WHEREAS, the Village Council finds that approval of the Change Order and Contingency Fund with CDWRE and Tong Engineering Group for the Generator Storage Building project 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 Change Order and Contingency Fund.** The Village Council hereby approves the change order, attached hereto as Exhibit "A", and an additional contingency fund for Generator Storage Building.

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 Services and to present budget amendments to the Village Council as necessary and appropriate.

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

Remainder of this page intentionally left blank.

Motion to adopt by _____, second by _____.

FINAL VOTE AT ADOPTION

VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS

Mayor Sharon Mahoney _____

Vice Mayor Don Horton _____

Councilman Steve Friedman _____

Councilwoman Deb Gillis _____

Councilmember _____

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

SHARON MAHONEY, MAYOR

ATTEST:

MARNE MCGRATH, VILLAGE CLERK

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

JOHN J. QUICK, VILLAGE ATTORNEY

**Generator Storage Facilities for Islamorada FL
New construction of Two New 2 story Buildings
Change Order #1**

Contract Total: \$1,719,162.00

Change Order #1 Descriptions:

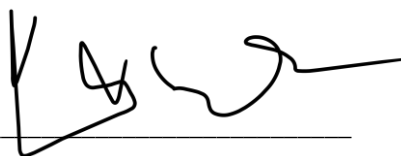
- Steel Production Change Order, factory material charges from steel supplier, and project delays of approvals.
 - \$118,883.00
- As per Approved plans based on permit set provided on February 7, 2025, for 103 Key Heights Drive, an additional required concrete slab in front of building. Recommended by engineers to properly remove equipment based in wet or adverse weather conditions to avoid issues of getting equipment stuck in soil.
 - \$54,050.00
- Tree Services, removal of trees not located on plan set and was required to remove for the construction of the projects.
 - \$0.00
- Management and additional costs associated with managing two projects at different times due to delays in permitting from the building department and planning review periods as indicated in letters provided. Material testing and other related fees. Additional costs for project extension from approval delays.
 - \$5,061.00 Monthly past June 30th.
- Adjustments of Doors and Installation, plan differential of budgeting from architectural and structural. Doors provided at a later time after date of bid plan sets, engineer review and additions to include additional features and pressure points.
 - \$38,249.00
- Contingency Budget for recessed slab of \$20,000 to be used for the recessed slab details received, planning, and preparation of the thickened edge of both locations. Funds allocated will be used to this purpose in the entirety.
 - \$0.00 (Credit \$-1,882.00)

TOTAL CHANGE ORDER #1: \$209,300.00

NEW CONTRACT TOTAL: \$1,928,462.00

Project Completion Date: September 15, 2025

AUTHORIZED SIGNOR



General Contractor

Invoice

TONG GROUP, INC.
1350 South Red Road, #209
MIAMI, FLORIDA 33144
T:305-551-5644
e: INFO@TCGENGINEERS.COM



DATE: 5/2/2025
Job No: [2k24013.SI](#)
Invoice No: 2k24013.SI-250502-(9311F568)
Terms: Due on Receipt

CLIENT HowBog

BILLING [1]

Howard Bogis
hoboARC LLC
7850 SW 141st Terrace
Miami, FL 33158
t: 3054952433
e: hoboarc@gmail.com

Project:

SI-Fire Station 103Key Height
103 Key Heights Dr
Tavernier , FL, 33070

Pay Via Zelle: zelle@tcgengineers.com

2k24013.SI-250502-(9311F568) - \$445...

HowBog-2k24013.SI-250502-(9311F568)-Special Inspection Services (03/25 to 04/25)-\$4451.25

Status: Pending

Special Inspection Services (03/25 to 04/25)

Date	Service Item	Description	Amount
250430	Per Agreement	Special Inspection Services (Site Visit & Reports)	\$ 4,451.25
Grand Total			\$ 4,451.25

Report: Time On Job Detail						
Job No:	2k24013.SI	2k24013.SI-HowBog-SI-Fire Station 103Key Height-103 Key Heights Dr-Tavernier				
Report Start Date:	01/01/25					\$4,451.25
Report End Date:	04/30/25					
Job No:	Date	Task	Service	Description	Note(s)	Cost of Service
2k24013.SI	250305	SI-Special Inspection	Eng-Reg	Site Visit #1		\$656.25
2k24013.SI	250305	SI-Report	Clerical_Reg	Report Preparation & Coordination		\$41.25
2k24013.SI	250305	SI-Report	Eng-Sr	Report Preparation & Coordination		\$390.00
2k24013.SI	250321	SI-Send Doc/File	Clerical_Reg	Site Visit #1 Report	2k24013-TRA-#020-250321-I.HB-SIR-250308-Special Inspection Report-250305 (DSS).pdf	\$13.75
2k24013.SI	250321	SI-Send Doc/File	Eng-Reg	Site Visit #1 Report	2k24013-TRA-#020-250321-I.HB-SIR-250308-Special Inspection Report-250305 (DSS).pdf	\$87.50
2k24013.SI	250408	SI-Special Inspection	Eng-Reg	Site Visit #2		\$656.25
2k24013.SI	250408	SI-Report	Clerical_Reg	Report Preparation & Coordination		\$41.25
2k24013.SI	250408	SI-Report	Eng-Sr	Report Preparation & Coordination		\$390.00
2k24013.SI	250410	SI-Special Inspection	Eng-Reg	Site Visit #3		\$656.25
2k24013.SI	250410	SI-Report	Clerical_Reg	Report Preparation & Coordination		\$41.25
2k24013.SI	250410	SI-Report	Eng-Sr	Report Preparation & Coordination		\$390.00
2k24013.SI	250417	SI-Special Inspection	Eng-Reg	Site Visit #4		\$656.25
2k24013.SI	250417	SI-Report	Clerical_Reg	Report Preparation & Coordination		\$41.25
2k24013.SI	250417	SI-Report	Eng-Sr	Report Preparation & Coordination		\$390.00
2k24013.SI Total						\$4,451.25
Grand Total						\$4,451.25



Council Communication

To: Mayor and Village Council
From: John Quick, Interim Village Attorney
Date: June 10, 2025
SUBJECT: **Ordinance Amending Section 2-118 Related to Affirmative Defenses and Finding of Responsibility in Code Compliance Hearings - First Reading TAB 21**

Background:

A recent Circuit Court ruling determined that a special magistrate in code compliance hearings must specifically address affirmative defenses raised in such proceedings. The same opinion also indicated that a special magistrate should include in his/her findings the basis upon which the alleged violator is responsible for the violation.

Analysis:

The proposed revisions in this ordinance establish a timeframe for when affirmative defenses must be raised by an alleged violator and the consequences should the alleged violator fail to timely raise these defenses. In addition, the proposed revisions set forth a requirement for the special magistrate to make a finding of responsibility and the bases upon which responsibility may be attributed.

Budget Impact:

No known budget impacts.

Staff Impact:

N/A.

Recommendation:

Staff recommends approval of the proposed Ordinance.

Attachments: 1. 4AX6524-Ordinance re Affirmative Defenses Amendment - Islamorada

ORDINANCE NO. 25- ____

AN ORDINANCE OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, AMENDING SECTION 2-118 OF THE VILLAGE CODE, ENTITLED "SCHEDULING AND CONDUCT OF HEARING," TO REQUIRE NOTICE OF AFFIRMATIVE DEFENSES IN CODE COMPLIANCE HEARINGS AND DETERMINATION OF RESPONSIBILITY FOR ALLEGED VIOLATIONS; PROVIDING FOR THE REPEAL OF ALL CODE PROVISIONS AND ORDINANCES INCONSISTENT WITH THIS ORDINANCE; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, pursuant to section 162.03, Florida Statutes, a local governing body such as the Village of Islamorada (the "Village") may adopt by ordinance a code enforcement system to hold hearings and assess fines against violators of municipal codes and ordinances; and

WHEREAS, the Village has adopted a code enforcement system under Article 2-III of Chapter 2 of the Village Code of Ordinances, including procedures for hearings to adjudicate alleged violations of the Village Code of Ordinances; and

WHEREAS, the Village desires to improve its code compliance hearing procedures by amending section 2-118 of the Code to require the submittal of affirmative defenses to the Village and hearing officer prior to the hearing on the case at issue; and

WHEREAS, the Village Council finds that the amendment as proposed herein is in the best interest of the Village and its residents.

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

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

Section 2. Amendment to the Code. Section 2-118, entitled "Scheduling and Conduct of Hearing," is hereby created to read as follows: ¹

**CHAPTER 2 ADMINISTRATION
ARTICLE 2-III CODE COMPLIANCE
DIVISION 2-III-2 ADMINISTRATION AND ENFORCEMENT**

Sec 2-118 Scheduling And Conduct Of Hearing

- (a) Upon receipt of a written hearing request from the code compliance officer as provided for in section 2-115, the manager or his designee shall set the matter down for hearing on the next regularly scheduled hearing date or as soon thereafter as practicable.
- (b) The manager or his designee shall send a notice of hearing by first class mail to the named violator at his last known address. The notice of hearing shall include, but not be limited to, the following:
 - (1) Name of the code compliance officer who issued the notice.
 - (2) Factual description of the alleged violation.
 - (3) Date of the alleged violation.
 - (4) Section of the Code allegedly violated.
 - (5) Place, date and time of the hearing.
 - (6) Notice of the right of the violator to be represented by an attorney.
 - (7) Right of the violator to present evidence and witnesses and to cross examine witnesses.

¹ Coding: ~~Strikethrough words~~ are deletions to the existing words. Underlined words are additions to the existing words. Changes between first and second reading are indicated with **highlighted** ~~double-strikethrough~~ and double underline.

- (8) Notice that failure of the violator to attend the hearing may result in fines and administrative hearing costs being assessed.
- (9) Notice that requests for continuances will not be considered if not received by the code compliance hearing officer at least ten calendar days prior to the date set for the hearing.
- (10) Notice that any affirmative defenses to be raised at the hearing must be presented to the code compliance hearing officer and the code compliance officer no later than 5 days before the hearing. The alleged violator's failure to timely submit any affirmative defense shall constitute a waiver and preclude it from being raised at the hearing and considered by the hearing officer.
- (c) The manager or his designee shall call hearings on a monthly basis or upon the request of the code compliance officer.
- (d) A hearing date shall not be postponed or continued unless a request for continuance, showing good cause for such continuance, is received in writing by the code compliance hearing officer at least ten calendar days prior to the date set for the hearing. A hearing may only be continued once. Provided, however, that the code compliance hearing officer shall have the discretion to continue or reschedule any hearing if the code compliance hearing officer determines that good cause exists and that doing so will further the interests of justice. In arriving at such a determination, the code compliance hearing officer may consider the timeliness of the request for continuance, whether the party requesting the continuance acted diligently in doing so, the unavailability of a necessary witness or other evidence without inexcusable neglect on the part of the party wishing to call such witness or present such evidence, and any other exigent circumstances, including a medical emergency, an act of God or other unforeseen event, and whether a prior continuance has been granted. Inexcusable neglect, on the part of the party requesting it, shall not constitute good cause for a continuance. If a continuance is granted, the code compliance clerk shall notify the code compliance officer and the violator cited of the date and time of the rescheduled hearing.
- (e) All hearings of the code compliance hearing officer shall be open to the public. All testimony shall be under oath. Upon proper notice, a hearing may proceed in the absence of the named violator.
- (f) The proceedings at the hearing shall be recorded and may be transcribed at the expense of the party requesting the transcript.
- (g) The village clerk shall provide clerical and administrative personnel as may be reasonably required by each code compliance hearing officer for the proper performance of their duties.

- (h) Each case before a code compliance hearing officer shall be presented by the manager, his designee or the code compliance officer.
- (i) The hearing need not be conducted in accordance with the formal rules relating to evidence and witnesses, but fundamental due process shall be observed and shall govern the proceedings. Any relevant evidence shall be admitted if the code compliance hearing officer finds it competent and reliable, regardless of the existence of any common law or statutory rule to the contrary.
- (j) Each party shall have the right to call and examine witnesses, to introduce exhibits, to cross examine opposing witnesses on any matter relevant to the issues even though that matter was not covered in the direct examination, to impeach any witness regardless of which party first called that witness to testify, and to offer rebuttal of the evidence.
- (k) The code compliance hearing officer shall make findings of fact and conclusions of law based on evidence of record.
- (l) The fact-finding determination of the code compliance hearing officer shall be limited to whether the alleged violation occurred, and, if so, whether the person named in the notice may be held responsible for that violation. If the alleged violation is found to have occurred, the code compliance hearing officer must determine whether the person named in the notice may be held responsible because the person named in the notice is either (1) the property owner or a user of the property who is responsible for the violation; or (2) the party who committed the acts upon which the violation was found. Based upon this factfinding determination, the code compliance hearing officer shall either affirm or reverse the decision of the code compliance officer. If the code compliance hearing officer reverses the decision of the code compliance officer and finds the named violator not responsible for the code violation alleged in the notice, the named violator shall not be liable for the payment of any fine or costs, absent reversal of the code compliance hearing officer's findings on appeal pursuant to section 2-121.
- (m) If the named violator is found to have violated the Code, he shall be held liable for the reasonable costs of prosecution in the amount of \$125.00.
- (n) The decision of the code compliance hearing officer affirming the decision of the code compliance officer shall include the following elements:
 - (1) Amount of fine per day.
 - (2) Administrative costs of hearing.
 - (3) Date by which the violation must be corrected, not to exceed 45 days from the date of the order, to prevent resumption of continuing violation fines, if

applicable. For the purposes of this subsection, "correction" shall mean obtaining all required village permits and approvals and completing the corrective action within 45 days of the issuance of code compliance hearing officer's order. Alternatively, "correction" shall mean the removal, demolition or abatement of the violation within 45 days of the issuance of the code compliance hearing officer's order.

- (o) A code compliance hearing officer shall not postpone a hearing because the named violator, prior to the scheduled hearing date, files with the duly authorized village board of appropriate jurisdiction, if any, an administrative appeal concerning the interpretation or application of the Code provisions upon which the alleged violation was based. Rather the hearing shall take place as provided in this article and an order shall be issued subject to a determination in favor of the violator by such duly authorized board. If the appeal is unsuccessful the fine assessed by the code compliance hearing officer will be retroactively imposed. However, once an issue has been determined by a code compliance hearing officer in a specific case, that issue may not be further reviewed by a village board in that specific case unless an appeal was filed with the board prior to the code compliance hearing.
- (p) The code compliance hearing officer shall be bound by the interpretations and decisions of duly authorized village boards concerning the provisions of the Code within their respective jurisdictions. In the event such a board decides that an alleged violation of the Code is not in accordance with such board's interpretation of the Code provision on which the violation is based, the code compliance hearing officer shall not be empowered to proceed with the enforcement of the violation and he shall vacate any order entered.

Section 3. Repeal of Conflicting Provisions. The provisions of the Code and all ordinances or parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed.

Section 4. Severability. The provisions of this Ordinance are declared to be severable and if any section, sentence, clause or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity

of the remaining sections, sentences, clauses, and phrases of this Ordinance but they shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

Section 5. Inclusion in the Code. It is the intention of the Village Council and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the Code, that the sections of the Ordinance may be renumbered or relettered to accomplish such intentions, and that the word "Ordinance" shall be changed to "Section" or other appropriate word where applicable.

Section 6. Effective Date. This Ordinance be effective immediately upon adoption on second reading.

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

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

PASSED on first reading this ____ day of June, 2025.

[Remainder of the page intentionally left blank.]

The foregoing Ordinance was offered by _____, who moved its adoption on second reading. This motion was seconded by _____, and upon being put to a vote, the vote was as follows:

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

PASSED AND ADOPTED on the second reading this ____ day of _____, 2025.

SHARON MAHONEY, MAYOR

ATTEST:

MARNE MCGRATH, VILLAGE CLERK

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

JOHN J. QUICK, VILLAGE ATTORNEY

ORDINANCE NO. ____

**AN ORDINANCE OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA,
AMENDING CHAPTER 2 "ADMINISTRATION", SECTION 2-332;
PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE
CODE; AND PROVIDING FOR AN EFFECTIVE DATE**

WHEREAS, the Village Council of Islamorada, Village of Islands (the "Village Council") has a number of boards, committees and commissions of the Village that requires the Village Council to appoint members periodically; and

WHEREAS, the Village Council desires to provide for a uniform date for the appointment, removal and terms of members to various boards, committees and commissions of the Village; and

WHEREAS, the Village currently has boards, committees and commissions, but no uniform date for the appointment of such members in the Village Code; and

WHEREAS, the Village Council finds that providing a uniform appointment date and amending any inconsistent provisions in the Village Code is in the best interests of the Village and its residents.

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

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

Section 2. **Amendments to the Code.** Chapter 2 entitled "Administration", is hereby amended as set forth herein:

Additional text is shown as <u>underlined</u> ;	deleted text is shown as strikethrough
---	---

ARTICLE V. – Village Board, Committees and Commissions.

Sec. 2-332. Appointment to Board, Committee or Commission.

Each member of a board, committee or commission shall be appointed by a majority vote of the village council. Appointments, when available, shall be made during a regular village council meeting in May of each year. In the event that the regular village council meeting in May is cancelled, or appointments are otherwise unable to be made, the term of the board members shall not expire until appointments are made at the next regular village council meeting.

Section 3. Repeal of Conflicting Provisions. 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. 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 7. Effective Date. This Ordinance shall become effective immediately upon adoption.

[Remainder of the page intentionally left blank.]

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

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

PASSED on first reading this ____ day of _____, 2025.

The foregoing Ordinance was offered by _____, who moved its adoption on second reading. This motion was seconded by _____, and upon being put to a vote, the vote was as follows:

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

PASSED AND ADOPTED on the second reading this ____ day of _____, 2025.

SHARON MAHONEY, MAYOR

ATTEST:

MARNE MCGRATH, VILLAGE CLERK

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

JOHN J. QUICK, VILLAGE ATTORNEY



Meeting Date: June 10, 2025

Business Impact Estimate Form

This Business Impact Estimate Form is provided to document compliance with and exemption from the requirements of section 166.041(4), Fla. Stat. If one or more boxes are checked below under "Applicable Exemptions", this indicates that the Village has determined that section 166.041(4), Fla. Stat., does not apply to the proposed ordinance and that a business impact estimate is not required by law. If no exemption is identified, a business impact estimate required by section 166.041(4), Fla. Stat. will be provided in the "Business Impact Estimate" section below. In addition, even if one or more exemptions are identified, the Village may nevertheless choose to provide information concerning the proposed ordinance in the "Business Impact Estimate" section below. This Business Impact Estimate Form may be revised following its initial posting.

Proposed ordinance's title/reference:

**AN ORDINANCE OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA,
AMENDING CHAPTER 2 "ADMINISTRATION", SECTION 2-332;
PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE
CODE; AND PROVIDING FOR AN EFFECTIVE DATE**

Applicable Exemptions:

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an

agreement, including, but not limited to, any Federal, State, local, or private grant, or other financial assistance accepted by the municipal government;

- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☐ The proposed ordinance is enacted to implement the following:
 - ☐ Development orders and development permits, as those terms are defined in s. 163.3164, and development agreements, as authorized by the Florida Local Government Development Agreement Act under ss. 163.3220-163.3243;
 - ☐ Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
 - ☐ Section 553.73, Florida Statutes, relating to the Florida Building Code; or
 - ☐ Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

Business Impact Estimate:

The Village hereby publishes the following information:

1. A summary of the proposed ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals and welfare):

The proposed ordinance would amend the Village Code so as to establish a uniform date for the appointment of members of Village boards, committees, and commissions.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the municipality, including the following, if any:

- (a) An estimate of direct compliance costs that businesses may reasonably incur if the ordinance is enacted:

Creating a uniform appointment date is not intended to impact any business in the Village.

- (b) Identification of any new charge or fee on businesses subject to the proposed ordinance, or for which businesses will be financially responsible:

Creating a uniform appointment date is not intended to impact any charges/fees on businesses in the Village.

- (c) An estimate of the municipality's regulatory costs, including an estimate of revenues from any new charges or fees that will be imposed on businesses to cover such costs:

None.

3. A good faith estimate of the number of businesses likely to be impacted by the ordinance:

Creating a uniform appointment date is not intended to impact any business in the Village.

4. Additional information the governing body determines may be useful (if any):

N/A.

Note: The Village's provision of information in the Business Impact Estimate section above, notwithstanding an applicable exemption, shall not constitute a waiver of the exemption or an admission that a business impact estimate is required by law for the proposed ordinance. The Village's failure to check one or more exemptions above shall not constitute a waiver of the omitted exemption or an admission that the omitted exemption does not apply to the proposed ordinance under section 166.041(4), Fla. Stat., section 166.0411, Fla. Stat., or any other relevant provision of law.