Islamorada, Village of Islands
REGULAR VILLAGE COUNCIL MEETING

July 22, 2025 - 5:30 PM
Founders Park Community Center
87000 Overseas Highway
Islamorada, FL 33036

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

AGENDA

I. CALL TO ORDER / ROLL CALL

II. PLEDGE OF ALLEGIANCE

III. AGENDA: Requests for Deletion / Emergency Additions

IV. REPORTS, PRESENTATIONS AND ANNOUNCEMENTS

- **A.** Village Lighting Improvement Project - Monroe County Sheriff Rick Ramsay
- **B.** Plantation Key Colony Halloween Night - MCSO Capt. Lissette Quintero
- **C.** FKAA Update on the Plantation Key Transmission Main Replacement Project - Project Manager Aaron Cutler

V. CITIZENS' ADVISORY COMMITTEE REPORTS & APPOINTMENTS

- **A.** Parks & Recreation Citizens' Advisory Committee Update (Chair Carolyn Wightman)
- **B.** Consideration to Appoint William Todd to the Near Shore Water Regulation Committee for a Term to Expire in May 2026 **TAB 1**

VI. MAYOR / COUNCIL COMMUNICATIONS

- **A.** Discussion on Amending the Animal Control Ordinance Pertaining to Chickens to Include Peacocks - Mayor Sharon Mahoney

VII. VILLAGE ATTORNEY / VILLAGE MANAGER COMMUNICATIONS

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.** Approval of Minutes: **TAB 2**
  June 10, 2025 Legislative Workshop
  June 10, 2025 Regular Village Council Meeting

June 12, 2025 Land Use Village Council Meeting
June 24, 2025 Founders Park Master Plan and Baseball Field Workshop

B. Resolution Authorizing Travel for Council Member Deb Gillis to Attend the Florida League of Cities Institute for Elected Officials I in Tampa, Florida **TAB 3** Marne McGrath, Village Clerk

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING COUNCIL MEMBER GiLLIS TO ATTEND THE FLORIDA LEAGUE OF CITIES INSTITUTE FOR ELECTED OFFICIALS I IN TAMPA, FLORIDA; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; AND PROVIDING FOR AN EFFECTIVE DATE

C. Resolution Approving the Ranking and Recommendation of the RFQ 25-01 Evaluation Committee **TAB 4** Peter Frezza, Environmental Resources Manager

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING THE FINAL RANKINGS AND RECOMMENDATIONS OF THE RFQ 25-01 REVIEW COMMITTEE FOR ENGINEERING, ARCHITECTURAL AND SURVEYING SERVICES; AUTHORIZING THE VILLAGE MANAGER AND VILLAGE ATTORNEY TO NEGOTIATE AND ENTER INTO NON-EXCLUSIVE CONTINUING SERVICES AGREEMENTS FOR THE REQUESTED SERVICES; AND PROVIDING FOR AN EFFECTIVE DATE

D. Resolution for Professional Contractor Services RFQ 25-03 **TAB 5** 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 RFQ 25-03 REVIEW COMMITTEE FOR PROFESSIONAL CONTRACTOR SERVICES AUTHORIZING VILLAGE OFFICIALS TO IMPLEMENT THE TERMS AND CONDITIONS OF THE AGREEMENT; AUTHORIZING THE VILLAGE MANAGER AND VILLAGE ATTORNEY TO NEGOTIATE AND ENTER INTO NON-EXCLUSIVE CONTINUING SERVICES AGREEMENT FOR THE REQUESTED SERVICES; AND PROVIDING FOR AN EFFECTIVE DATE AN EFFECTIVE DATE

E. Resolution Approving Purchases from SHI International Corp. for FY 2024-2025 **TAB 6** Vince Tarves, IT Director

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING THE PURCHASE OF BACKUP STORAGE EQUIPMENT AND RELATED SOFTWARE SUBSCRIPTIONS FROM SHI INTERNATIONAL CORP FOR FISCAL YEAR 2024-2025; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE NECESSARY DOCUMENTS; AUTHORIZING THE VILLAGE

MANAGER TO EXPEND BUDGETED FUNDS; AND PROVIDING FOR AN EFFECTIVE DATE.

F. Resolution Approving FY 2024-2025 Purchases from Island Air Control for HVAC Services and Supplies **TAB 7** Terry Abel, Fire Chief

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

X. **END OF CONSENT AGENDA**

XI. RESOLUTIONS

A. Resolution Determining the Proposed Millage Rate for Fiscal Year 2025-2026, Establishing the Current Year Rolled-Back Rate, and the Date, Time, and Place for the First and Second Budget Hearings **TAB 8** (Hatti Jenkins, Interim Finance Director)

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, DETERMINING THE PROPOSED MILLAGE RATE FOR FISCAL YEAR 2025-2026; ESTABLISHING THE CURRENT YEAR ROLLED-BACK RATE, AND THE DATE, TIME AND PLACE FOR THE FIRST AND SECOND BUDGET HEARINGS AS REQUIRED BY STATE LAW; DIRECTING THE INTERIM FINANCE DIRECTOR AND VILLAGE MANAGER TO PROPERLY FILE THE CERTIFICATION OF TAXABLE VALUE VIA E-TRIM; DIRECTING THE VILLAGE CLERK TO TRANSMIT THIS RESOLUTION TO THE MONROE COUNTY PROPERTY APPRAISER PURSUANT TO THE REQUIREMENTS OF FLORIDA STATUTES AND THE RULES AND REGULATIONS OF THE DEPARTMENT OF REVENUE OF THE STATE OF FLORIDA; AND PROVIDING FOR AN EFFECTIVE DATE

B. Resolution Approving the FY 25-26 Stormwater Services Non-Ad Valorem Assessment Rate and Roll **TAB 9** (Hatti Jenkins, Interim Finance Director)

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, RELATING TO THE PROVISION OF STORMWATER MANAGEMENT SERVICES; REIMPOSING STORMWATER SERVICE ASSESSMENTS AGAINST CERTAIN REAL PROPERTY WITHIN ISLAMORADA, VILLAGE OF ISLANDS FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2025; APPROVING THE STORMWATER ASSESSMENT ROLL FOR THE STORMWATER SERVICE ASSESSMENTS; PROVIDING FOR COLLECTION OF THE STORMWATER SERVICE ASSESSMENTS; AND PROVIDING FOR AN EFFECTIVE DATE

C. Resolution Approving the FY 25-26 Final Solid Waste Non-Ad Valorem Assessment Rate for Residential Services and Roll **TAB 10** (Hatti Jenkins, Interim Finance Director)

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, RELATING TO THE COLLECTION AND DISPOSAL OF SOLID WASTE IN ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA; REIMPOSING SOLID WASTE SERVICE ASSESSMENTS AGAINST ASSESSED PROPERTY LOCATED WITHIN ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2025; APPROVING THE RATE OF ASSESSMENT; APPROVING THE ASSESSMENT ROLL; AND PROVIDING FOR AN EFFECTIVE DATE

D. Resolution Approving FY 25-26 North Plantation Key Non-Ad Valorem Assessment Rate and Roll **TAB 11** (Hatti Jenkins, Interim Finance Director)

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, RELATING TO THE CONSTRUCTION AND FUNDING OF WASTEWATER COLLECTION AND TREATMENT FACILITIES WITHIN THE NORTH PLANTATION KEY ASSESSMENT AREA; REIMPOSING SPECIAL ASSESSMENTS FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2025; APPROVING THE ASSESSMENT ROLL; PROVIDING FOR COLLECTION OF THE ASSESSMENTS; AND PROVIDING FOR AN EFFECTIVE DATE

E. Resolution Approving the FY 25-26 North Plantation Key Woods Corner Wastewater Non-Ad Valorem Assessment Rate and Roll **TAB 12** (Hatti Jenkins, Interim Finance Director)

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, RELATING TO THE COLLECTION OF WASTEWATER FEES AND ADMINISTRATIVE COSTS WITHIN THE WOODS CORNER ASSESSMENT AREA; REIMPOSING SPECIAL ASSESSMENTS FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2025; APPROVING THE ASSESSMENT ROLL; PROVIDING FOR COLLECTION OF THE ASSESSMENTS; AND PROVIDING FOR AN EFFECTIVE DATE

F. Resolution Approving FY 25-26 North Plantation Key Supplemental Wastewater Non-Ad Valorem Assessment Rate and Roll **TAB 13** (Hatti Jenkins, Interim Finance Director)

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, RELATING TO THE CONSTRUCTION AND FUNDING OF WASTEWATER COLLECTION AND TREATMENT FACILITIES WITHIN THE NORTH PLANTATION KEY SUPPLEMENTAL ASSESSMENT AREA; REIMPOSING SPECIAL ASSESSMENTS FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2025; APPROVING THE ASSESSMENT ROLL; PROVIDING FOR COLLECTION OF THE ASSESSMENTS; AND PROVIDING FOR AN EFFECTIVE DATE

G. Resolution Approving FY 25-26 Remaining Service Area Phase I Wastewater Non-Ad Valorem Assessment Rate and Roll **TAB 14** (Hatti Jenkins, Interim Finance Director)

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, RELATING TO THE CONSTRUCTION OF WASTEWATER COLLECTION AND TREATMENT FACILITIES FOR THE WASTEWATER ASSESSMENT AREA WITHIN THE VILLAGE EXCLUDING THE NORTH PLANTATION KEY, WOODS CORNER, AND NORTH PLANTATION KEY SUPPLEMENTAL ASSESSMENT AREAS; REIMPOSING SPECIAL ASSESSMENTS FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2025; APPROVING THE ASSESSMENT ROLL; PROVIDING FOR COLLECTION OF THE ASSESSMENTS; AND PROVIDING AN EFFECTIVE DATE

H. Resolution Approving FY 25-26 Remaining Service Area Phase II Wastewater Non-Ad Valorem Assessment Rate and Roll **TAB 15** (Hatti Jenkins, Interim Finance Director)

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, RELATING TO THE CONSTRUCTION AND FUNDING OF WASTEWATER COLLECTION AND TREATMENT FACILITIES FOR PHASE II OF THE WASTEWATER ASSESSMENT AREA WITHIN THE VILLAGE BUT EXCLUDING THE NORTH PLANTATION KEY, NORTH PLANTATION KEY SUPPLEMENTAL AND WOODS CORNER ASSESSMENT AREAS; REIMPOSING SPECIAL ASSESSMENTS FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2025; APPROVING THE ASSESSMENT ROLL; PROVIDING FOR COLLECTION OF THE ASSESSMENTS; AND PROVIDING AN EFFECTIVE DATE

I. Resolution Approving a Work Authorization with WSP USA, Inc. for Lower Matecumbe Culverts Construction Engineering Inspections and Administration Services **TAB 16** Peter Frezza, Environmental Resources Manager

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING WORK AUTHORIZATION NO. 22 WITH WSP USA, INC. FOR LOWER MATECUMBE CANALS CULVERT RESTORATION PROJECT CONSTRUCTION ENGINEERING INSPECTIONS SERVICES; AUTHORIZING VILLAGE OFFICIALS TO IMPLEMENT THE TERMS AND CONDITIONS OF WORK AUTHORIZATION NO. 22; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE PROJECT AGREEMENT FOR WORK AUTHORIZATION NO 22; AND PROVIDING FOR AN EFFECTIVE DATE

J. Resolution Approving Second Amendment to Florida Keys Stewardship Act Funding Agreement **TAB 17** John Quick, Interim Village Attorney

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING THE SECOND AMENDMENT TO THE MONROE COUNTY STATE WASTEWATER FUNDING AGREEMENT; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE SECOND AMENDMENT; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; PROVIDING FOR IMPLEMENTATION, CORRECTIONS, AND AN EFFECTIVE DATE.

K. Human Resources Information System ("HRIS") and Payroll Software Replacement **TAB 18** Jamie Terry, Human Resources Director

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING ANNUAL SUBSCRIPTION FEES FROM PAYCHEX FOR THE VILLAGE IT & HUMAN RESOURCES DEPARTMENT; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE NECESSARY DOCUMENTS; AUTHORIZING THE VILLAGE MANAGER TO EXPEND FUNDS; AUTHORIZING WAIVER OF COMPETITIVE BIDDING; AND PROVIDING FOR AN EFFECTIVE DATE

L. Interlocal Agreement with Monroe County for the Boating Improvement Project for Fiscal Year 2025-2026 **TAB 19** Lisa Watts, Dockmaster

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING THE INTERLOCAL AGREEMENT BETWEEN MONROE COUNTY, FLORIDA, AND ISLAMORADA, VILLAGE OF ISLANDS, TO PROVIDE REIMBURSEMENT FUNDING FROM BOATING IMPROVEMENT FUNDS DURING FISCAL YEAR 2025-2026; AUTHORIZING VILLAGE OFFICIALS TO IMPLEMENT THE TERMS AND CONDITIONS OF THE AGREEMENT; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE AGREEMENT; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; AND PROVIDING FOR AN EFFECTIVE DATE.

M. Resolution Opposing the Construction and Operation of the Alligator Alcatraz Migrant Detention Facility **TAB 20** Steve Friedman, Council Member

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS — WIDELY KNOWN AS THE SPORT FISHING CAPITAL OF THE WORLD — OPPOSING THE CONSTRUCTION AND OPERATION OF "ALLIGATOR ALCATRAZ" MIGRANT DETENTION FACILITY IN THE FLORIDA EVERGLADES

XII. ORDINANCES

A. Ordinance Amending Chapter 62 "Utilities", Article 32-III "Wastewater Utility Policy", to Amend Section 62-39 To Add

Provisions Related To "Wastewater Backup Policy" - **First Reading**
TAB 21 A.J. Engelmeyer, Public Works Director
AN ORDINANCE OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, AMENDING CHAPTER 62 "UTILITIES", ARTICLE 62-III. "WASTEWATER UTILITY POLICY", TO AMEND SECTION 62-39 TO ADD PROVISIONS RELATED TO "WASTEWATER BACKUP POLICY"; PROVIDING FOR REPEAL; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

XIII. ADJOURNMENT

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

[PUBLIC_PARTICPATION]

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:
Date: July 22, 2025
SUBJECT: **Village Lighting Improvement Project - Monroe County Sheriff Rick Ramsay**

Background:

Analysis:

Budget Impact:

Staff Impact:

Recommendation:

Attachments: None

Council Communication

To: Mayor and Village Council
From:
Date: July 22, 2025
SUBJECT: **Plantation Key Colony Halloween Night - MCSO Capt. Lissette Quintero**

Background:

Analysis:

Budget Impact:

Staff Impact:

Recommendation:

Attachments: None

Council Communication

To: Mayor and Village Council
From:
Date: July 22, 2025
SUBJECT: **FKAA Update on the Plantation Key Transmission Main Replacement Project - Project Manager Aaron Cutler**

Background:

Analysis:

Budget Impact:

Staff Impact:

Recommendation:

Attachments: None

Council Communication

To: Mayor and Village Council
From: Marne McGrath, Village Clerk
Date: July 22, 2025
SUBJECT: **Consideration to Appoint William Todd to the Near Shore Water Regulation Committee for a Term to Expire in May 2026 TAB 1**

Background:
At the May 6, 2025 appointments were made to the Village's Citizens Advisory Committees. Emma Haydacy was appointed to serve a one-year term on the Near Shore Water Regulation Committee, which expires in May 2026. Ms. Haydocy has resigned as she has moved out of Islamorada.

Analysis:
William Todd has applied to the committee. His application is submitted for Council's consideration.

Budget Impact:
There is no budget impact associated with this request.

Staff Impact:
Staff Liaison Alyssa Panzer works with the Committee and will welcome their new member.

Recommendation:
Appoint William Todd to Complete the Unexpired Term of Resigning Near Shore Water Regulation Committee Member Emma Haydocy

Attachments: 1. 03 21 2025_William Todd - NSWR

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
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	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, Propritor 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	*Field not completed.*
Have you served on a Board, Commission, or Committee before?	No
If yes, which	*Field not completed.*
Please list organization memberships and positions held	*Field not completed.*
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	*Field not completed.*

Email not displaying correctly? View it in your browser.

Council Communication

To: Mayor and Village Council
From:
Date: July 22, 2025
SUBJECT: **Discussion on Amending the Animal Control Ordinance Pertaining to Chickens to Include Peacocks - Mayor Sharon Mahoney**

Background:

Analysis:

Budget Impact:

Staff Impact:

Recommendation:

Attachments: None

Islamorada, Village of Islands
LEGISLATIVE WORKSHOP

June 10, 2025 - 4:30 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 4:30 p.m.

PRESENT: Mayor Sharon Mahoney, Vice Mayor Don Horton, Council Member Steve Friedman (*arrived at 4:33 p.m.*), Council Member Deb Gillis, Council Member Anna Richards

ABSENT:

II. PUBLIC COMMENT

Mayor Sharon Mahoney opened public comment.

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

III. ITEMS FOR DISCUSSION

A. Legislative Priorities

Legislative Update and Upcoming Priorities (Ryan Matthews, GrayRobinson via Zoom)

Ryan Matthews of GrayRobinson presented the legislative update and summarized upcoming priorities.

Council set a goal to establish legislative and appropriation priorities and to have them finalized in mid-September.

IV. ADJOURNMENT

There being no further business Mayor Mahoney adjourned the meeting at 4:58 p.m.

Islamorada, Village of Islands
REGULAR VILLAGE COUNCIL MEETING

June 10, 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

Fire Chief Terry Abel led the Pledge of Allegiance.

III. AGENDA: Requests for Deletion / Emergency Additions

There were no emergency additions or deletions to the agenda.

IV. REPORTS, PRESENTATIONS AND ANNOUNCEMENTS

A. Parks and Recreation Citizens Advisory Committee Update (Chair Carolyn Wightman)

Chair Carloyn Wightman presented the report.

B. General Transportation Update and Freebee Discussion - Monroe County Transit Executive Director Richard Clark

Monroe County Transit Director Richard Clark provided an update on transportation initiatives.

C. FKAA Update on Plantation Key Replacement Project - Aaron Cutler **TAB 1**

Aaron Culter provided an update on the transmission main project.

D. Compensation, Classification and Job Study - Presented by Paypoint HR **TAB 2**

Dr. Rick Campbell of Paypoint HR presented the study findings and recommendations. Human Resources Director Jamie Terry recommended the next steps based on the findings.

E. Staff Update on Windley Key Parking Project - Review Engineer Rob Mather **TAB 3**

Planning Review Engineer Rob Mather provided an update on the project.

The Council directed Mr. Mather to create a plan with angled parking and begin the process of changing the code to allow vehicles to back out of parking spaces and onto the roadway.

F. Sustainability and Resiliency Projects Update - Alyssa Panzer

Sustainability and Resiliency Coordinator Alyssa Panzer provided projects updates.

V. CITIZENS' ADVISORY COMMITTEE REPORTS & APPOINTMENTS

A. 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

Village Clerk Marne McGrath addressed two discrepancies that surfaced during the follow-up with welcoming committee members after the May 6 Council meeting.

ACTION:	Motion to Approve the Appointment of Roger Young to the Near Shore Water Regulation Committee item V.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

ACTION:	Motion to Approve the Appointment of Carolyn Ambler to the Land Acquisition Advisory Committee item V.A. 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

VI. MAYOR / COUNCIL COMMUNICATIONS

Mayor Sharon Mahoney asked for Council consensus on whether to continue Freebee service or let it lapse until the County takes it over in 2026. The discussion was added to the June 12 agenda.

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

Vice Mayor Don Horton asked Richard Clark about the increased traffic that would be generated by the new Tavernier Publix and how it may impact Islamorada's level of service.

VII. VILLAGE ATTORNEY / VILLAGE MANAGER COMMUNICATIONS

A. Update on the Fills - Director of Public Works A.J. Engelmeyer

Public Works Director A. J. Engelmeyer provided an update on the Fills.

B. Baseball Field Update - Village Manager Ron Saunders

Village Manager Ron Saunders provided an update on the status of the baseball field, noting he had attended a design committee meeting earlier in the day. Mr. Saunders noted he would roll in the baseball field discussion into the June 24 Park Master Plan workshop.

C. List and Maps of Village-Owned Properties - Village Manager Ron Saunders **TAB 5**

Village Manager Ron Saunders summarized the list of Village-owned properties, noting the parcel ID was added to allow for easier review of properties.

D. Proposed Blackwood Drive Boat Ramp - Environmental Resources Manager Peter Frezza **TAB 6**

Village Manager Ron Saunders noted that the Blackwood Drive ramp presented several challenges for its improvement and use for use as a functional boat ramp.

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.)

Mayor Sharon Mahoney opened public comment.

Speakers included:
Sue Miller, representing the Islamorada Community Alliance
Ed Davidson, representing the Florida Keys Coalition
Jamie Engel
Dr. Harold Dalton
Joe Wischmeier
Jonathon Lindback

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

IX. CONSENT AGENDA

Interim Village Attorney John Quick introduced the Consent Agenda.

Mayor Sharon Mahoney opened public comment.

Speakers included:
Sue Miller, representing the Islamorada Community Alliance

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

ACTION:	Motion to Approve item IX. 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

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.

Review Engineer Rob Mather introduced the resolution to support the Florida Keys Transportation Coordinating Committee projects as referenced by Richard Clark.

Mayor Sharon Mahoney opened public comment.

Speakers included:
Sue Miller, representing the Islamorada Community Alliance

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

ACTION:	Motion to Approve item X.A. 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

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

Finance Director Lisa Lynch introduced the item, noting we are required to set a preliminary rate as part of the budget process.

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 item X.B. by Steve Friedman 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

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 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

Mayor Sharon Mahoney opened public comment.

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

ACTION:	Motion to Approve item X.C. 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

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

Mayor Sharon Mahoney opened public comment.

Speakers included:
Sue Miller, representing the Islamorada Community Alliance

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

ACTION:	Motion to Approve item X.D. 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

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

Vice Mayor Don Horton recused himself from the vote.

Attorney Jeffrey Wright provided an overview of the case and the terms of the settlement agreement.

Interim Village Attorney John Quick explained that the FLUEDRA claim was initiated following the denial of Mr. Gregg's proposed use of the property for affordable housing. He noted that this issue had originally been reviewed and denied several years ago.

Mayor Sharon Mahoney stated that she had reviewed the Council meeting from January 26, 2017, and expressed no objection to the settlement—provided it did not include the non-conforming duplex.

Former Council Member Buddy Pinder, participating via Zoom in his capacity as

the Council's liaison during mediation, offered a summary of the case's background.

Mayor Sharon Mahoney opened public comment.

Speakers included:
Sue Miller, representing the Islamorada Community Alliance
Joe Wischmeier

Mark Gregg appeared via Zoom to clarify his claim that the property was a duplex.

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

At 10:00 p.m. Council Member Steve Friedman moved to extend the meeting for 15 minutes.

ACTION:	Motion to Deny item X.E. by Sharon Mahoney second by Steve Friedman; Motion Failed with a 2:2 vote
AYES:	Sharon Mahoney, Steve Friedman
NAYS:	Deb Gillis, Anna Richards
ABSTAIN:	Don Horton

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 OFFICALS; AUTHORIZING VILLAGE MANAGER TO IMPLEMENT THE PROCEDURE AS ADOPTED; AND PROVIDING FOR AN EFFECTIVE DATE

Interim Village Attorney John Quick clarified the modifications from the original draft of the procedure.

Mayor Sharon Mahoney opened public comment.

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

ACTION:	Motion to Approve item X.F. by Steve Friedman 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

ACTION:	Motion to Approve item X.F. by Steve Friedman 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

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

Mayor Sharon Mahoney opened public comment.

Speakers included:

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

ACTION: Motion to Approve item X.G. by Anna Richards 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

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

Mayor Sharon Mahoney opened public comment.

Speakers included:
Sue Miller
Joe Wischmeier

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

At 10:14 p.m. Mayor Sharon Mahoney moved to extend the meeting by 30 minutes.

ACTION:	Motion to Approve item X.H. 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

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

Mayor Sharon Mahoney opened public comment.

Speakers included:
Sue Miller

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

ACTION:	Motion to Approve item X.I. 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

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

Mayor Sharon Mahoney opened public comment.

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

ACTION:	Motion to Approve item X.J. 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

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

Village Manager Ron Saunders noted he asked Attorney Quick to review the performance bond and the agreement for possible breach of contract.

Mayor Sharon Mahoney opened public comment.

Speakers included:
Sue Miller

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

Interim Village Attorney John Quick noted the door was a proper change order and suggested approval of that portion of the request only.

ACTION:	Motion to Approve to amend the resolution to authorize $38,249 for adjustment of doors item X.K. 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

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

Interim Village Attorney John Quick introduced the ordinance on first reading.

Mayor Sharon Mahoney opened public comment.

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

ACTION: Motion to Approve item XI.A. 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

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

Interim Village Attorney John Quick summarized the ordinance on second reading.

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 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

XII. ADJOURNMENT

There being no further business, the meeting was adjourned at 10:52 p.m.

Islamorada, Village of Islands
LAND USE VILLAGE COUNCIL MEETING

June 12, 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 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

Ed Davidson 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 indicated that staff was requesting a continuation for Boater's World (Tab A) due to the submittal of a new site plan this week that hadn't been reviewed by staff.

Interim Village Attorney John Quick acknowledged staff's request, and noted it was up to the Council's discretion. He clarified that if the item were heard tonight it would be proceeding under the original site plan and not the new submittal.

Council consensus was to move forward with the hearing the original site plan.

IV. REPORTS, PRESENTATIONS AND ANNOUNCEMENTS

A. Update on Able City East's Work on the Comprehensive Plan Update

Planning Director Jennifer DeBoisbriand provided an update that Able City East had first drafts of almost all components. She noted their team was working with a Miami-based land use attorney to clarify the potential impacts of SB 180.

V. MAYOR / COUNCIL COMMUNICATIONS

A. Discussion and Decision Whether to Continue Freebee Service

Village Manager Ron Saunders noted the term of the agreement is that it expires at the end of the month and staff need a motion to either let the contract expire

and discontinue the service or renew it for another year.

Council deliberated and noted the surprisingly large public response to this issue.

Mayor Sharon Mahoney opened public comment.

Speakers included:
Michele Montang
Ana Rodriguez
Debra Kossman
Katherine Caputo
Dr. Harold Dalton
Joe Wischmeier
Jack Butler

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

ACTION:	Motion to Authorize the Village Manager to enter into a one-year extension item V.A. by Steve Friedman 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

VI. VILLAGE ATTORNEY / VILLAGE MANAGER COMMUNICATIONS

A. Council Input regarding Proposed Plan for Baseball Field at Founders Park - Village Manager Ron Saunders

Village Manager Ron Saunders announced he had attended a design meeting for the baseball field.

He indicated he would add this conversation to the Founders Park Master Plan workshop on June 24, which was the same day as the School Board meeting. He stated that the proposed conceptual plan would also be discussed at the July 10 Parks and Recreation Committee meeting.

The last step would be for the Council to consider the finalized plan. Mr. Saunders noted the decision would be between the school board and the council, and that nothing would happen until after the 2026 baseball season.

VII. PUBLIC COMMENT

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

Mayor Sharon Mahoney opened public comment.

Speakers included:
Ed Davidson, representing the Florida Keys Citizens Coalition

Joe Wischmeier

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

VIII. QUASI-JUDICIAL

A. Major Conditional Use - Boat Sales - Boater's World - 73501 Overseas Hwy **TAB A** Daniel Parobok, Senior Environmental Planner/Biologist

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, CONSIDERING THE REQUEST OF CALOOSA SMI, LLC, FOR A MAJOR CONDITIONAL USE APPROVAL FOR A BOAT DEALERSHIP AS ACCESSORY USE TO THE MARINA FOR THE PROPERTY LOCATED AT 73501 OVERSEAS HIGHWAY ON LOWER MATECUMBE KEY WITHIN THE TOURIST COMMERCIAL (TC), WITH REAL ESTATE NUMBER 00388620-000000 AS LEGALLY DESCRIBED HEREIN; PROVIDING FOR THE TRANSMITTAL OF THIS RESOLUTION TO THE FLORIDA DEPARTMENT OF COMMERCE; AND PROVIDING AN EFFECTIVE DATE.

Council was asked to disclose any ex parte communications:
Council Member Steve Freidman disclosed that he spoke with Steve Tilbrook and one other resident, and received several emails.
Council Member Deb Gillis had none.
Council Member Anna Richards had none.
Vice Mayor Don Horton disclosed that he had spoken to Mr. Tilbrook and one of the neighbors.
Mayor Sharon Mahoney disclosed that she had spoken to Mr. Tilbrook and Robert Moser.

Stephen Tilbrook, representing the applicant, offered to pull the revised site plan and created six conditions to address the neighborhood's concerns. He indicated that a new site plan was not needed and stated the applicant would like to move forward with the original site plan.

Council considered staff's request to continue this item until the new site plan was thoroughly examined and ultimately decided to move forward with the original site plan.

Daniel Parabok, Environmental Planner, introduced the item, a major conditional use for a boat dealership. He summarized the request and noted that the application and site plan are in compliance. Therefore, staff recommended approval of the request. Mr. Parabok noted that he had met with surrounding residents to hear their concerns.

Stephen Tilbrook, representing the applicant, noted they have worked on this project for two years. Their team met with Mr. Moser on behalf of the Lower Matecumbe Beach Property Owners' Association and offered modifications to the application in order to address the concerns of the community.

He proffered the following modifications to the conditional use approval application:

1. Eliminate the proposed outdoor service use in the north section of the site;
2. Limit use in the north section of the site to passive uses, including storage, display and boat washing;
3. Eliminate the proposed 50’ x 55’ concrete pad and shade structure;
4. Restore the abandoned structure in the north section, but limit use of the structure to parts and equipment storage;
5. Limit lighting in the north section to only include low profile and shielded security lighting, and relocate light fixtures to inside the fence and outside of the landscape buffer; and
6. Maintain the existing fence and screening around the north section (which will be enhanced with the 25’ landscape buffer).

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

In favor:
Matthew Hutchinson
Robert Moser

Neutral:
Jack Butler

Opposed:
Joe Wischmeier

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

ACTION:	Motion to Approve as proffered subject to the six conditions and revised site plan item VIII.A. 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

B. Ordinance Amendment Considering the Request of Windley Isles, LLC to Amend the Future Land Use Map of Parcel 00405360-000000 - **Second Reading TAB B** Jennifer DeBoisbriand , Planning Director

AN ORDINANCE OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, CONSIDERING THE REQUEST OF WINDLEY ISLES, LLC, TO AMEND THE VILLAGE’S FUTURE LAND USE MAP FROM RESIDENTIAL MEDIUM (RM) TO MIXED USE (MU) FOR THE SUBJECT PROPERTY, LOCATED ON WINDLEY KEY, WITH REAL ESTATE NUMBER 00405360-000000, AS LEGALLY

DESCRIBED HEREIN AND TO ALLOW THE PARCEL TO BE INCLUDED IN POLICY 1-2.11.4:WINDLEY KEY MIXED USE AREA 2; PROVIDING FOR THE TRANSMITTAL OF THIS ORDINANCE TO THE STATE DEPARTMENT OF COMMERCE; AND PROVIDING FOR AN EFFECTIVE DATE UPON THE APPROVAL OF THIS ORDINANCE BY THE STATE DEPARTMENT OF COMMERCE.

Council was asked to disclose any ex parte communications:
Council Member Steve Freidman - None
Council Member Deb Gillis - While she was on the LPA, she had conversations with Jocelyn Tiedeman when she owned the property.
Council Member Anna Richards - Spoke to Jocelyn Tiedeman
Vice Mayor Don Horton - Recused himself
Mayor Sharon Mahoney - Spoke to Jocelyn Tiedeman

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.B. by Anna Richards second by Deb Gillis; Motion Passed with a 4:0 vote
AYES:	Sharon Mahoney, Steve Friedman, Deb Gillis, Anna Richards
NAYS:	None
ABSTAIN:	Don Horton

C. Ordinance to Amend Policy 3.2.1.2: Specific Standards and Requirements for Workforce - Affordable Housing of the Islamorada Comprehensive Plan **TAB C** Jennifer DeBoisbriand , Planning Director

AN ORDINANCE OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, AMENDING POLICY 3-2.1.2: SPECIFIC STANDARDS AND REQUIREMENTS FOR WORKFORCE-AFFORDABLE HOUSING; PROVIDING FOR THE TRANSMITTAL OF THIS ORDINANCE TO THE STATE DEPARTMENT OF COMMERCE; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE UPON APPROVAL OF THIS ORDINANCE BY THE STATE DEPARTMENT OF COMMERCE.

Council was asked to disclose any ex parte communications:

Council Member Steve Freidman - None
Council Member Deb Gillis - Spoke to Ty Harris and Cheryl Culberson

Council Member Anna Richards - Spoke to Ty Harris
Vice Mayor Don Horton - Spoke to Ty Harris
Mayor Sharon Mahoney - Spoke to Ty Harris

Planning Director Jennifer DeBoisbriand noted that staff recommended approval of the ordinance.

Ty Harris, representing the applicant, noted that this code change would be helpful to expand options for affordable housing.

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

In favor:
Michael Hooley
Ty Harris

Opposed:
Joe Wischmeier

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

ACTION:	Motion to Approve item VIII.C. 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

D. Ordinance to Amend Sec 30-476 Building Permit Allocation Evaluation Criteria and Award of the Village Code **TAB D** Jennifer DeBoisbriand , Planning Director

AN ORDINANCE OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, AMENDING VILLAGE CODE SECTIONS 30-476, BUIDLING PERMIT ALLOCATION EVALUATION CRITERIA AND AWARD; PROVIDING FOR THE TRANSMITTAL OF THIS ORDINANCE TO THE STATE DEPARTMENT OF COMMERCE; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE UPON APPROVAL OF THIS ORDINANCE BY THE STATE DEPARTMENT OF COMMERCE.

Interim Village Attorney John Quick noted this was a partner item to Tab C

Council was asked to disclose any ex parte communications:

Council Member Steve Freidman - None
Council Member Deb Gillis - Spoke to Ty Harris and Cheryl Culberson
Council Member Anna Richards - Spoke to Ty Harris
Vice Mayor Don Horton - Spoke to Ty Harris

Mayor Sharon Mahoney - Spoke to Ty Harris

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

In favor: None

Opposed: None

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

ACTION:	Motion to Approve item VIII.D. 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

IX. ADJOURNMENT

There being no further business, the meeting was adjourned at 7:42 p.m.

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Marne McGrath, Village Clerk

Islamorada, Village of Islands
Founders Park Draft Master Plan and Baseball Field Workshop

June 24, 2025 - 5:30 PM

Founders Park Community Center
87000 Overseas Highway
Islamorada, FL 33036

WORKSHOP SUMMARY

A. OPENING REMARKS

Founders Park Director Maria Bagiotti opened the meeting at 5:32 p.m. and announced that the first part of the meeting would focus on the proposed Founder Park Master Plan.

That segment of the workshop would be followed by Village Manager Ron Saunders opening the second part of the meeting and would focus on the School Board's proposal for the Founders Park baseball field.

B. MILLER LEGG PRESENTATION OF FOUNDERS PARK DRAFT MASTER PLAN

Master Plan Consulting Firm Miller Legg representatives presented the draft Founders Park Master Plan. They noted that they plan to present the Final Master Plan in late summer, incorporating feedback from this workshop.

Public input was provided by:
Barry Wray
Rob Stober
John Weare
Ed Davidson
Dianne Harbaugh
Bonnie Roberts
Jamie Engel
Larry Zettwoch
Daniel Biondaletti
Ed Holly
Tony Hammon
Joe Szymanski
Steve Walker

Sue Miller
Cheryl Culberson
Alina Davis
Paula Friedman
Mike Walsh
Jason Richards
Richard Black
Billy Pope
Joe Wischmeier
Andy Newman

C. HIGH SCHOOL BASEBALL FIELD CONCEPTUAL PLAN

Village Manager Ron Saunders introduced public input regarding the School Board's Proposal for the High School Baseball Field at Founders Park. He noted that the School Board approved the conceptual plan. He further stated that this was the first step, and no changes would occur without the approval of the Village Council.

He introduced Mayor Sharon Mahoney and Council Members Deb Gillis, Steve Friedman, and Anna Richards who were in the audience. He noted that Vice Mayor Don Horton was travelling out of the country and unable to attend.

He also introduced School Board members Yvette Mira-Talbot and Dr. Sue Woltanski, who came directly from the School Board meeting to hear public commentary on the conceptual plan.

Public input was provided by:

Carolyn Wightman
Doug Mientkiewicz
Ed Davidson
Jamie Engel
Sue Miller
Jason Richards
Richard Black
Billy Pope
Tony Hammon
Lauren and Kameron Veliz
Alina Davis
Joe Wischmeier
Andy Newman
John Weare
Steve Walker

Rich Russell

Pat LaFere, School District Director of Operations, spoke at the request of Village Manager Saunders to address some of the comments that had been made and answer attendee questions.

He noted that the conceptual plan was created after the spring baseball field workshop and noted that there would be no license agreement presented until there was consensus by the Village on whether natural or artificial turf would be used.

D. ADJOURNMENT

The workshop concluded at 9:26 p.m.

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Marne McGrath, Village Clerk

Council Communication

To: Mayor and Village Council
From: Marne McGrath, Village Clerk
Date: July 22, 2025
SUBJECT: **Resolution Authorizing Travel for Council Member Deb Gillis to Attend the Florida League of Cities Institute for Elected Officials I in Tampa, Florida TAB 3**

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 Gillis would like to attend the upcoming IEMO I sessions in Tampa, FL later this year.

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.

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 Deb Gillis to attend the FLC Institute for Elected Officals I in Tampa, FL.

Attachments:
1. Administrative Procedure - Travel
2. 25- Approving Council Travel - IEMO I - Gillis

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.

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

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

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.

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.

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

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.

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 DEB GILLIS TO ATTEND THE FLORIDA LEAGUE OF CITIES INSTITUTE FOR ELECTED MUNICIPALS OFFICIALS I IN TAMPA, FLORIDA; 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 Deb Gillis would like to attend the FLC's Institute for Elected Municipal Officials (IEMO) I sessions in Tampa; 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 Deb Gillis to attend the Florida League of Cities Institute for Elected Municipal Officials I in Tmapa, Florida.

Section 4. Date. This Resolution shall take effect immediately for the Village Clerk to take the necessary steps to register Council Member Gillis 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

Council Communication

To: Mayor and Village Council
From: Peter Frezza, Environmental Resources Manager
Date: July 22, 2025
SUBJECT: **Resolution Approving the Ranking and Recommendation of the RFQ 25-01 Evaluation Committee TAB 4**

Background:
In 2020, Islamorada Village of Islands (the "Village") updated its library of Engineering, Architectural and Surveying Services and entered into Continuing Services Agreements with the selected consultants for a term of five (5) years from the date of execution. These agreements are expiring from July through September 2025.

On April 9, 2025, Islamorada, Village of Islands (the "Village") issued a Request for Letters of Interest and Qualifications: Professional General Engineering, Architectural, Environmental, and Surveying Services (RFQ 25-01) to update the existing Village library of Engineering, Architectural and Surveying Services and retain consultants to provide these services for miscellaneous Village projects (Exhibit "A" to the attached Resolution). To this end, the Village Public Works, Building Services, Manager and Planning Departments developed specific requirements in ten (10) distinct engineering, architectural, environmental and surveying fields: Roadway Engineering, Drainage Design, Transportation/Traffic Engineering, Structural Engineering, Environmental Engineering, Architectural Services, Civil Engineering, Coastal Engineering, Green Infrastructure/Resiliency/Sustainability, and Surveying and Mapping Services. The full RFQ was published on DemandStar.com and on the Village's website from April 9, 2025, through May 23, 2025, including Addendum 1, released on April 25, 2025. RFQ 25-01 was issued in accordance with the Village's Purchasing Procedures Ordinance Sec. 2-327(b) and (c)(4), and the Florida Consultants Competitive Negotiations Act (CCNA), as set forth in Section 287.055, Florida Statutes.

Analysis:
Thirty-two (32) proposals were received by the RFQ deadline of May 23, 2025 and opened by the Village Clerk. The Village Manager appointed an RFQ 25-01 Evaluation Committee (the "Committee") consisting of Public Works Director Andrew Engelmeyer, Chief Building Official Sheila Denoncourt, Review Engineer Robert Mather and Environmental Resources Manager Peter Frezza. However, Andrew Engelmeyer withdrew from scoring.

The Committee held a noticed public meeting on June 18, 2025 to review the 32 Letters of Interest for completeness and responsiveness to the RFQ. The Committee members scored each proposal utilizing the following selection criteria and point system detailed in the RFQ:

Company Overview	0-25 Points
Qualifications of Assigned Staff	0-15 Points
Prime Contractor	0-10 Points

Understanding of Local Conditions	0-15 Points
Overall Project Experience	0-30 Points
References	0-5 Points
TOTAL POINTS	0-100 Points

A maximum of 100 points could be awarded by each of the three (3) Committee members to total a maximum of 300 points per proposal. The scores were tallied, and the five (5) highest scoring firms in each of the ten service categories were selected for recommendation. The number of firms being recommended for inclusion in the library in most categories is higher than that indicated in the RFQ. Staff has opted to include more firms in the final selection to give staff more options when projects arise. The Committee evaluated the following proposals and is recommending the selections indicated:

Roadway Engineering Services:

Rank	Firm Name	Total Points
1	Wade Trim & Associates	275
2	WSP USA Inc.	273
3	Kimley Horn	270
4	CW3 Engineering, Inc.	269
5	CSA Central, Inc.	263
5	R.J. Behar & Company, Inc.	263

Drainage Design Services:

Rank	Firm Name	Total Points
1	Wade Trim & Associates	295
2	WSP USA, Inc.	281
3	CW3 Engineering, Inc.	270
3	Kimley Horn	270
5	CSA Central, Inc.	266

Transportation/Traffic Engineering Services:

Rank	Firm Name	Total Points
1	McFarland-Johnson, Inc.	279
2	WSP USA, Inc.	277
3	Kimley Horn	272
4	Wade Trim & Associates	269
5	CSA Central, Inc.	261

Structural Engineering Services:

Rank	Firm Name	Total Points
1	K2M Design, Inc.	276
2	WSP USA, Inc.	275
3	CPH Consulting, LLC	271
4	Kimley Horn	270
5	McFarland-Johnson, Inc.	267
5	Wade Trim & Associates	267

Environmental Services and Engineering:

Rank	Firm Name	Total Points
1	WSP USA, Inc.	291
2	Stantec Consulting Services, Inc.	284

3	RES	281
4	Aptim Environment & Infrastructure	278
5	Cyriacks Environmental Consulting Services	274

Architectural Services:

Rank	Firm Name	Total Points
1	K2M Design, Inc.	290
2	Stantec Consulting Services, Inc.	278
3	Keys Engineering Services	271
4	CSA Central, Inc.	265
5	CPH Consulting, LLC	263

Civil Engineering Services:

Rank	Firm Name	Total Points
1	Wade Trim & Associates	292
2	CPH Consulting, LLC	272
3	WSP USA, Inc.	269
4	CW3 Engineering, Inc.	267
4	Kimley Horn	267

Surveying and Mapping Services:

Rank	Firm Name	Total Points
1	Massey/Richards Surveying & Mapping	285
2	Longitude Surveyors	275
3	Avirom & Associates	273
3	M.G. Vera & Associates	273
5	CPH Consulting, LLC	261

Coastal Engineering Services:

Rank	Firm Name	Total Points
1	Cummings Cederberg, Inc.	292
2	RES	281
3	Aptim Environment & Infrastructure	280
4	CPH Consulting, LLC	279
4	Stantec Consulting Services, LLC	279

Green Infrastructure, Resiliency, and Sustainability:

Rank	Firm Name	Total Points
1	Cummings Cederberg, Inc.	282
2	Stantec Consulting Services, LLC	281
3	Aptim Environment & Infrastructure	280
4	RES	275
5	WSP USA, Inc.	272

By adopting the attached resolution, the Village Council would approve the final rankings and recommendations of the RFQ 25-01 Evaluation Committee and select the above-listed firms for inclusion in the Village's library for engineering, architectural and surveying services. The attached resolution would also authorize the Village Manager and Village Attorney to negotiate and enter into non-exclusive Continuing Services Agreement with these firms.

Budget Impact:

There is no budget impact at this time. If services are needed in the respective service categories, Village staff would request cost proposals from the firms in the library at that time. Work authorizations under the continuing services agreement to be entered into would be issued for each project. Award of services to a single firm costing $25,000.00 or more in a single fiscal year would be presented to the Village Council for approval prior to issuing a notice to proceed.

Staff Impact:
The Village Manager would enter into competitive negotiations with each of the recommended firms, and the Village Attorney would develop non-exclusive continuing services agreements to be entered into between each firm and the Village.

Recommendation:
Staff recommends that the Village Council adopt the proposed resolution, thereby approving the final rankings and recommendations of the Committee, authorizing the Village Manger to negotiate with the firms and authorizing the Village Attorney to develop non-exclusive continuing services agreements with the selected firms.

Attachments:
1. Reso_RFQ 25-01 Selection_072225 RVCM
2. Exhibit A_RFQ 25-01

RESOLUTION NO. 25-

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING THE FINAL RANKINGS AND RECOMMENDATIONS OF THE RFQ 25-01 REVIEW COMMITTEE FOR ENGINEERING, ARCHITECTURAL AND SURVEYING SERVICES; AUTHORIZING THE VILLAGE MANAGER AND VILLAGE ATTORNEY TO NEGOTIATE AND ENTER INTO NON-EXCLUSIVE CONTINUING SERVICES AGREEMENTS FOR THE REQUESTED SERVICES; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, Islamorada, Village of Islands (the "Village") prepared and advertised a Request for Letters of Interest and Qualifications ("RFQ") for Engineering, Architectural and Surveying Services, (RFQ-25-01 attached as Exhibit "A"); and

WHEREAS, the Village Manager established an Evaluation Committee (the "Committee") to review the proposals received and to make a recommendation to the Village Council for selection of responsive proposals to create a library of service providers in ten (10) categories; and

WHEREAS, the Committee reviewed the thirty-two (32) proposals received and utilized the evaluation and scoring criteria included in the RFQ to score the proposals accordingly; and

WHEREAS, the Village Council desires to approve the rankings and select the recommended firms for engineering, architectural, environmental and surveying services; and

WHEREAS, the Village Council has determined that the procurement and utilization of these services 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 Ranking. The Village Council of Islamorada, Village of Islands, hereby approves the Committee's final rankings and recommendations as follows:

Roadway Engineering Services:

1. Wade Trim & Associates

2. WSP USA Inc.
3. Kimley Horn
4. CW3 Engineering, Inc.
5. CSA Central, Inc.
6. R.J. Behar & Company, Inc.

Drainage Design Services:
1. Wade Trim & Associates
2. WSP USA Inc.
3. CW3 Engineering, Inc.
4. Kimley Horn
5. CSA Central, Inc.

Transporation/Traffic Engineering Services:
1. McFarland-Johnson, Inc.
2. WSP USA Inc.
3. Kimley Horn
4. Wade Trim & Associates
5. CSA Central, Inc.

Structural Engineering Services:
1. K2M Design, Inc.
2. WSP USA Inc.
3. CPH Consulting, LLC
4. Kimley Horn
5. McFarland-Johnson, Inc.
6. Wade Trim & Associates

Environmental Engineering Services:
1. WSP USA Inc.
2. Stantec Consulting Services, Inc.
3. RES
4. Aptim Environment & Infrastructure
5. Cyriacks Environmental Consulting Services, Inc.

Architectural services:
1. K2M Design, Inc.
2. Stantec Consulting Services, Inc.
3. Keys Engineering Services
4. CSA Central, Inc.
5. CPH Consulting, LLC

Civil Engineering Services:
1. Wade Trim & Associates
2. CPH Consulting, LLC
3. WSP USA, Inc.
4. CW3 Engineering, Inc.
5. Kimley Horn

Surveying and Mapping Services:
1. Massey/Richards Surveying & Mapping

2. Longitude Surveyors
3. Avirom & Associates, Inc.
4. M.G. Vera & Associates
5. CPH Consulting, LLC

Coastal Engineering Services:

1. Cummings Cederberg, Inc.
2. RES
3. Aptim Environment & Infrastructure
4. CPH Consulting, LLC
5. Stantec Consulting Services, LLC

Green Infrastructure, Resiliency, and Sustainability:

1. Cummings Cederberg, Inc.
2. Stantec Consulting Services, LLC
3. Aptim Environment & Infrastructure
4. RES
5. WSP USA, Inc.

Section 3. Authorization of Village Officials. The Village Manager and/or designee and the Village Attorney are hereby authorized to negotiate the terms and conditions of an Agreement with the firms listed herein and to enter into the agreements with the selected firms.

Section 4. 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

Exhibit A

Islamorada, Village of Islands, Florida

REQUEST FOR LETTERS OF INTEREST AND QUALIFICATIONS

PROFESSIONAL GENERAL ENGINEERING, ARCHITECTURAL, ENVIRONMENTAL, and SURVEYING SERVICES

(RFQ-25-01)

Issue Date: April 09,2025

Islamorada, Village of Islands (the "Village") will receive formal proposals and qualifications for various future projects, per specifications and scope of services established from time to time in Islamorada, Florida until **3:00 p.m. on May 23, 2025**.

Interested firms must submit sealed qualification packages by certified mail or in person to:

Village Clerk
Administrative Center and Public Safety Headquarters
86800 Overseas Highway
3rd Floor
Islamorada, Florida 33036

It is the sole responsibility of the firm to ensure that their submittal is received in a timely manner. Any qualification package submitted past the deadline and/or submitted to other locations or offices shall be deemed non-responsive and will be rejected.

Pursuant to the Florida Consultants Competitive Negotiation Act ("CCNA") as set forth in Section 287.055, Florida Statutes, Islamorada, Village of Islands will retain consultants to provide professional engineering (Civil, Roadway, Drainage, Transportation/Traffic, Structural, Environmental, Coastal, and Green Infrastructure/Resiliency/Sustainability), architectural, and surveying services for miscellaneous Village projects. In order to fulfill such needs and meet the requirements for quick response and specialized services, the Village intends to retain at least (3) qualified firms in each field, except Civil Engineering where at least five (5) firms will be retained. Each selected firm shall enter into a continuing services agreement for up to five (5) consecutive years (until 2030). It is contemplated that each individual project will have an estimated construction cost that does not exceed Seven and a Half Million Dollars ($7.5,000,000.00) and professional service fees for study activity for each project will not exceed Five Hundred Thousand Dollars ($500,000.00). Only firms with experience that is similar to the experience described in the general scope below and have a proven track record of delivering successful, on-time and within-budget projects are encouraged to respond. Firms that do

not possess the requisite qualifications or experience for all of the general scope of services may still respond and may be eligible for consideration. No minimum quantity of work or compensation for the work will be assured to any of the firms retained and the Village shall not be prevented in any manner from retaining other firms at its sole discretion.

I. DESCRIPTION OF THE VILLAGE

The Village was incorporated as a municipality on December 31, 1997. Located in the Upper Florida Keys, the Village is approximately 18 linear miles in length with a land area of approximately 3,900 acres. The Village consists of four islands: Plantation Key, Windley Key, and Upper and Lower Matecumbe Keys, which are part of the Florida Keys' chain of islands. The Village boundaries extend from Mile 90.94 to Mile 72.66. The Village has an approximate population of 7200.

II. SCOPE OF WORK

The general scope for the professional general engineering, architectural and surveying services is as follows:

A. **Roadway Engineering:** The consulting services would include streets, sidewalk, curb, gutter, drainage, associated traffic control devices, striping, lighting, speed reduction devices and incidental landscaping.

B. **Drainage Design:** Includes the necessary analysis needed to implement proposed drainage improvements, preparation of paving and drainage plans for municipal building and facilities.

C. **Civil Engineering:** Includes other utilities system analysis, studies, design and plans review for permitting and construction engineering inspections within right-of-way and public facilities.

D. **Transportation/Traffic Engineering Services:** Includes traffic analysis (including daily volume counts, data analysis), traffic system and traffic demand management (TSM/TDM), hurricane evacuation planning, evaluation and modeling, roadway and parking improvements, parking demand studies and shared parking analysis, provides recommendations to stakeholders and preparation of final traffic engineering report.

E. **Structural Engineering:** Engineering services of a structural nature related to structures of concrete, steel, wood or other materials, or any combination thereof. Services may include, but are not limited to, design, investigation, evaluation recommendation, etc. relating to drainage structures, wall or any other structures with which the Village is involved.

F. **Environmental Services and Engineering:** Site investigation and remediation, environmental and planning studies, and projects, environmental project design, performing Phase I and II assessments, and design needed to prepare remediation plans.

G. **Coastal Engineering Services:** Includes studies, planning, permitting, design, and construction phase services in the discipline of coastal engineering. Projects may include but are not limited to shoreline management using sustainability principles, shoreline protection, coastal structures, dredging, and backfilling.

H. **Green Infrastructure, Resiliency, and Sustainability:** Sustainability, and resiliency planning and design; green infrastructure and nature-based solutions including coastal stability; planning, design, permitting services and grant assistance.

I. Architectural Services: Preparing parks master planning with conceptual designs and renderings; multi-purpose buildings design development and construction drawings; rehabilitation of Village facilities; and architectural landscaping activities.

J. Surveying and Mapping Services: Services may include but are not limited to the following: Topographical Surveying and Mapping; Land Surveying, Parcel Mapping, and Platting; Utility System Mapping; Legal Descriptions, Digital Terrain Modeling, and Aerial Survey and Mapping.

III. ELIGIBILITY CRITERIA

To be eligible for selection consideration, interested consultants must submit one (1) original printed package, five (5) printed copies, and one (1) electronic copy provided by email attachment or cloud storage link. The Qualifications Documents shall be enclosed in a sealed envelope and be plainly marked on the upper left-hand corner with the name and address of the Proposer and bear the following title: Islamorada, Village of Islands **"REQUEST FOR LETTERS OF INTEREST AND QUALIFICATIONS PROFESSIONAL GENERAL ENGINEERING, ARCHITECTURAL AND SURVEYING SERVICES (RFQ 25-01).**

Qualifications packages must contain the following information:

1. **Cover Letter:** Provide a cover letter introducing your firm and qualifications. The cover letter should be signed by an authorized officer of the firm. Include contact information of the authorized contact person(s) concerning qualification. Indicate whether the firm is a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act.
2. **Firm Overview:** Provide an overview of the firm detailing the total number and expertise of professional staff, describing staff credentials of those that will be assigned to Village projects, and their area of responsibilities. Provide a list of capabilities in the services(s) in which the firm is submitting qualifications for. Identify office locations and staff assigned to those offices throughout the Florida Keys or the nearest locations to the Florida Keys. Provide a summary of experience with local/state/federal regulatory and permitting agencies. Please indicate if your firm will be the prime contractor. If subconsultants are necessary, please indicate when those would be utilized. Please note that the Village prefers to contract directly with prime entities.
3. **Project Management Experience/Project Examples:** Provide at least three examples of successfully implemented projects that demonstrate experience with the services described in the scope of work, preferably in a local government setting. Project experience should demonstrate the ability to meet budget and provide services in a timely manner. Studies may be included for consideration but should be in addition to the three implemented projects. Describe how quality and accuracy are ensured throughout projects. Include the client's name, project name, project location and summary of services performed.
4. **State Authorization to Transact Business:** Provide proof of authorization to transact business in the State from the Florida Secretary of State and the Florida Department of Professional Regulations, as applicable, from prime as well as sub-consultants.

5. **Form SF 330:** Provide a completed Form SF 330 for your firm showing the firm's data and supporting the firm's ability to perform each category of work required. Federal forms are required for both prime and sub-consultant.
6. **List of Services Offered:** Complete the list provided in Exhibit A to specify which service(s) the firm is submitting qualifications for. Each discipline will be evaluated separately.
7. **Insurance:** Provide proof of insurance as described in Exhibit B.
8. **References:** List at least five (5) recent client references with contact names and telephone numbers.

IV. EVALUATION SCORING AND TIMELINE

An Evaluation Committee will convene after the opening of the proposals to evaluate them for responsiveness to the RFQ and rank them for recommendations to the Village Council for selection. Staff will recommend the highest-ranked proposers for selection to the Village Council. Negotiations will commence with the selected firms. If the Village and selected firms are unable to finalize a contract, then, the negotiation process will move to the next highest ranked firm and so forth.

The point system for the evaluation and scoring of responsive proposals will be as follows:

Firm Overview	0-25 Points
Qualifications Of Assigned Staff	0-15 Points
Prime Contractor	0-10 Points
Understanding of Local Conditions	0-15 Points
Overall Project Experience	0-30 Points
References	0-5 Points
TOTAL POINTS	**0-100 Points**

The Village reserves the right to accept or reject any or all Proposals; to waive irregularities, technical errors and formalities; and to select a qualified firm(s) to provide the Services as it deems will best serve the interest of the Village.

All inquiries and requests for clarification or interpretation regarding this Request for Qualifications shall be made in writing to the attention of the Procurement and Grants Administrator by mail to 86800 Overseas Highway, Islamorada, Florida 33036; by email to danays.hernandez@islamorada.fl.us; or by fax to (305) 664-6464 no later than April 29, 2025**.**

The Village shall issue appropriate addenda as necessary via DemandStar at https://www.demandstar.com/ and on the Village's website at http://www.islamorada.fl.us/. No oral change or interpretation of the provisions contained in this Request for Qualifications is valid. Written addenda shall be issued when changes, clarifications or amendments to the Request for Qualifications document are deemed necessary. The issuance

of a written addendum is the only official method whereby interpretation, clarification or additional information can be given.

(end)

EXHIBIT A
LIST OF SERVICES OFFERED

Response Required

Firms must indicate which of the professional services they intend to be considered for as part of this RFQ. Failure to complete this exhibit may result in rejection of the submission.

Please place an "X" next to the service(s) offered.

_____ A. Roadway Engineering

_____ B. Drainage Design

_____ C. Civil Engineering

_____ D. Transportation/Traffic Engineering Services

_____ E. Structural Engineering

_____ F. Environmental Services and Engineering

_____ G. Coastal Engineering Services

_____ H. Green Infrastructure, Resiliency, and Sustainability

_____ I. Architectural Services

_____ J. Surveying and Mapping Services

EXHIBIT B
REQUIRED INSURANCE

Certificates Required

Proposers shall, at their own expense, procure and maintain throughout the duration of the Agreement, with insurers acceptable to the Village, the types and amounts of insurance conforming to the minimum requirements set forth herein. With respect to the Professional/Pollution policy(ies), Respondent shall provide to the Village a certified copy of the insurance policy or policies which provide the coverage described below. With respect to all other coverages, as evidence of compliance with the insurance required herein, Respondent shall furnish the Village with:

- **A.** a fully completed satisfactory Certificate of Insurance evidencing all coverage required herein. Also, a copy of the actual additional insured endorsement as issued on the Commercial General Liability policy, signed by an authorized representative of the insurer(s) verifying inclusion of the Village and the Village's council members, officials, officers and employees as additional insureds in the Commercial General Liability coverage;
- **B.** the original of the policy/policies); or
- **C.** other evidence satisfactory to the Village.

Until such insurance is no longer required by this Agreement, Respondent shall provide the Village with renewal or replacement evidence of insurance at least thirty (30) days prior to the expiration or termination of such insurance.

If requested to do so by the Village, Respondent shall, within thirty (30) days after receipt of a written request from the Village, provide the Village with a certified, complete copy of the insurance policies providing the coverage required.

Workers' Compensation/Employer's Liability Insurance

Such insurance shall be no more restrictive than that provided by the Standard Workers' Compensation Policy, as filed for use in Florida by the National Council on Compensation Insurance, without restrictive endorsements. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the Federal Employer's Liability Act and any other applicable Federal or State law. The policy must be endorsed to provide the Village with 30 days' notice of cancellation. The minimum amount of coverage (inclusive of any amount provided by an umbrella or excess policy) shall be:

Part One:	"Statutory"	
Part Two:	$ 1,000,000.00	Each Accident
	$ 1,000,000.00	Disease Policy Limit
	$ 1,000,000.00	Disease Each Employee

The Workers' Compensation Policy must be endorsed to waive the insurer's right to subrogate against the Village, and its members, officials, officers and employees in the manner which would result from the attachment of the NCCI Waiver Of Our Right To Recover From Others Endorsement (Advisory Form WC 00 03 13) with the Village, and its council members, officials, officers and employees scheduled thereon.

Commercial General Liability Insurance

Such insurance shall be no more restrictive than that provided by the most recent version of the standard Commercial General Liability Form (ISO Form CG 00 01) as filed for use in the State of Florida without any restrictive endorsements other than those required by ISO or the state of Florida or those described below. The coverage may include restrictive endorsements which exclude coverage for liability arising out of:

- Mold, fungus, or bacteria
- Terrorism
- Sexual molestation

The Village and the Village's council members, officials, officers, agents, and employees shall be included as an "Additional Insureds" on a form no more restrictive than ISO Form CG 20 10 (Additional Insured - Owners, Lessees, or Contractors). The policy must be endorsed to provide the Village with 30 days' notice of cancellation. The minimum limits (inclusive of amounts provided by an umbrella or excess policy) shall be:

$ 1,000,000.00	General Aggregate
$ 1,000,000.00	Products/Completed Operations Aggregate
$ 1,000,000.00	Personal and Advertising Injury
$ 1,000,000.00	Each Occurrence

Automobile Liability Insurance

Such insurance shall be no more restrictive than that provided by Section II (Liability Coverage) of the most recent version of standard Business Auto Policy (ISO Form CA 00 01) without any restrictive endorsements, including coverage for liability contractually assumed, and shall cover all owned, non-owned, and hired autos used in connection with the performance of the work. The policy must be endorsed to provide the Village with 30 days' notice of cancellation. The minimum limits (inclusive of any amounts provided by an umbrella or excess policy) shall be:

$ 1,000,000.00 Each Occurrence – Bodily Injury and Property Damage Combined

Professional Liability Insurance

Such insurance shall be on a form acceptable to the Village and shall cover Respondent for liability arising out of the rendering or failure to render professional services in the performance of the services required in the Agreement including any hold harmless and/or indemnification agreement. The policy must be endorsed to provide the Village with thirty (30) days' notice of cancellation.

The minimum limits (inclusive of any amounts provided by an umbrella or excess policy) shall be:

$ 1,000,000.00 Each Claim
$ 1,000,000.00 Annual Aggregate

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

Except where prior written approval has been obtained hereunder, the insurance maintained by Respondent shall apply on a first dollar basis without application of a deductible or self-insured retention. Respondent 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.

Compliance with these insurance requirements shall not limit the liability of Respondent. Any remedy provided to the Village by the insurance provided by Respondent shall be in addition to and not in lieu of any other remedy (including, but not limited to, as an indemnitee of Respondent) available to the Village under the Agreement or otherwise.

Neither approval nor failure to disapprove insurance furnished by Respondent shall relieve Respondent from responsibility to provide insurance as required by this Agreement.

Certificates of Insurance must be completed as follows:

1. **Certificate Holder**
   Islamorada, Village of Islands
   86800 Overseas Highway, 3rd Floor
   Islamorada, Florida 33036

2. **Additional Insured for Commercial General Liability**
   Islamorada, Village of Islands and its Council members, officials, officers and employees.

V. CONFIDENTIALITY AND PUBLIC RECORDS

The Proposal Documents and related materials received from the Firms in response to this RFP will become the property of the Village and will not be returned. The Village is a public agency subject to the Florida Public Records Law.

Florida Statute 119.071(1)(b)(2) provides and exemption for "sealed bids, proposals, or replies received by an agency pursuant to a competitive solicitation" until such time as the agency provides notice of an intended decision or until 30 days after opening, whichever is earlier.

Upon the Village's notice of a decision or intended decisions on selection of a Proposer or within thirty (30) days after the opening of the Proposal Documents, whichever is earlier, any material submitted in response to this RFP will become a "public record" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes (Florida Public Records Law). All documents submitted to the Village pursuant to this RFP are public records or documents subject to disclosure, except as specifically exempted by Florida law or Applicable Law. The Village reserves the right to make all final determination(s) of the applicability of the Florida Public Records Law.

By submitting proposals, each proposer expressly acknowledges and agrees that the Village will not be responsible or liable in any way for any losses that the proposer may suffer from disclosure of

information or materials to third parties and the proposer agrees to defend, indemnify, and hold harmless the Village from all costs (including reasonable attorneys' fees) arising from or related to any action under Florida Public Record's Law.

VI. CONTRACT PROVISIONS AND REQUIRED FORMS FOR SUBMITTAL WITH PROPOSALS

Any contracts or agreements awarded under this RFP may be funded in full or in part by a federal grant. Neither the United States nor any of its departments, agencies or employees is or will be a party to this RFP or any resulting contract.

"Contractor (including any subcontractors), where applicable, shall comply with the requirements of all applicable laws, rules, regulations and orders of any government authority (as they may be amended from time to time) that relate to this Project. Contractor (including any subcontractors), where applicable, shall also comply with all requirements of applicable grant terms and restrictions. It is Contractor's responsibility to determine the applicability and requirements of any such laws, rules, regulations, orders, and terms.

Failure to comply with applicable laws, rules, regulations, policies, and grant terms may result in termination of the contract, non-payment, or other remedies as permitted by law."

The contract provisions, Federal contract provisions and FEMA contract provision listed below and provided on the following pages are made a part of this RFP and shall be made part of the agreement awarded through the RFP. All bidders are required to complete and sign the three documents noted as requiring signature and submittal with proposal.

Contract Provisions

1. REMEDIES
2. TERMINATION FOR CAUSE AND CONVENIENCE
3. DAVIS BACON ACT
4. EQUAL EMPLOYMENT OPPORTUNITY/NOTICE OF AFFIRMATIVE ACTION
5. COPELAND ANTI-KICKBACK ACT
6. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT
7. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT
8. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT
9. PROCUREMENT OF RECOVERED MATERIALS
10. CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS
11. RETENTION OF RECORDS
12. DEBARMENT AND SUSPENSION - ***Requires signature and submittal with proposal***
13. BYRD ANTI-LOBBYING AMENDMENT - ***Requires signature and submittal with proposal***

Additional Contract Terms – Combined into one document - *Requires signature and submittal with proposal*

ACCESS TO RECORDS

CHANGES/MODIFICATIONS

NON-USE OF OFFICIAL SEAL, LOGO AND FLAGS

COMPLIANCE WITH FEDERAL LAW, REGULATIONS AND EXECUTIVE ORDERS

NOT OBLIGATION BY THE FEDERAL GOVERNMENT

PROGRAM FRAUD AND FALSE/FRAUDULENT STATEMENTS OR RELATED ACTS

1. REMEDIES FOR BREACH

In addition to all other remedies included in this FEMA Appendix, Contractor shall, at a minimum, be liable to the Village for all foreseeable damages it incurs as a result of Contractor violation or breach of the terms of this contract. This includes without limitation any costs incurred to remediate defects in Contractor's services and/or the additional expenses to complete Contractor's services beyond the amounts agreed to in this contract, after Contractor has had a reasonable opportunity to remediate and/or complete its services as otherwise set for in this contract. All remedies provided for in this contract may be exercised individually or in combination with any other remedy available hereunder or under applicable laws, rules and regulations. The exercise of any remedy shall not preclude or in any way be deemed to waive any other remedy.

2. TERMINATION FOR CAUSE AND CONVENIENCE

Any Agreement resulting from a procurement activity by Islamorada, Village of Islands (the "VILLAGE") may be terminated by either party for cause, or the VILLAGE for convenience, upon ten (10) days written notice by the VILLAGE to CONTRACTOR in which event the CONTRACTOR shall be paid its compensation for services performed to termination date. In the event that the CONTRACTOR abandons this Agreement or causes it to be terminated, The CONTRACTOR shall indemnify the VILLAGE against any loss pertaining to this termination up to a maximum of the full contracted fee amount. All finished or unfinished documents, data, studies, plans, surveys, and reports prepared by CONTRACTOR shall become the property of VILLAGE and shall be delivered by CONTRACTOR to VILLAGE.

3. DAVIS BACON ACT

Applies to the Emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program. It DOES NOT apply to other FEMA grant and cooperative agreement programs, including the Public Assistance Program.

a. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

b. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.

c. Additionally, contractors are required to pay wages not less than once a week.

4. EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such an employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of 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 contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided*,* however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided,* That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to

the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

5. COPELAND ANTI-KICKBACK ACT

Applies to all contracts for construction or repair work above $2,000 in situations where the Davis-Bacon Act also applies. It does not apply to the FEMA Public Assistance Program.

a. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

b. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

c. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

6. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

a. Standard. If the FEMA award meets the definition of "funding agreement" under 37C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the non- Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by FEMA. See 2 C.F.R. Part 200, Appendix II(F).

b. Applicability. This requirement applies to "funding agreements," but it DOES NOT apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance

to Individuals and Households – Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of "funding agreement."

c. Funding Agreements Definition. The regulation at 37 C.F.R. § 401.2(a) defines "funding agreement" as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph."

7. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Applies to all FEMA contracts awarded by the non- federal entity in excess of $100,000 under grant and cooperative agreement programs that involve the employment of mechanics or laborers. It is applicable to construction work. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(1.) Overtime requirements. No contractor or subcontractor contracting for any part of the contract

work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of $27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) *Withholding for unpaid wages and liquidated damages.* Islamorada, Village of Islands shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause

to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

8. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

Clean Air Act

This requirement applies to contracts awarded by a non-federal entity of amounts in excess of $150,000 under a federal grant.

1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

2. The contractor agrees to report each violation to Islamorada, Village of Islands, and understands and agrees that Islamorada, Village of Islands will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

3. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

2. The contractor agrees to report each violation to the Islamorada, Village of Islands, and understands and agrees that Islamorada, Village of Islands will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

3. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

9. PROCUREMENT OF RECOVERED MATERIALS

The Contractor agrees to comply with all applicable requirements of Section 6002 of the Solid Waste Disposal Act as amended by the Resource Conservation and Recovery Act.

In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

1. Competitively within a timeframe providing for compliance with the contract performance schedule;
2. Meeting contract performance requirements; or
3. At a reasonable price.

In performance of this contract, the Contractor shall procure solid waste management services in a manner that maximizes energy and resource recovery and establish an affirmative procurement program for procurement of recovered materials identified in EPA guidelines.

Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive- procurement-guideline-cpg-program.

10. CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

In accordance with 2 C.F.R. §200.321, the Consultant/Contractor shall take the following affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used whenever possible:

i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

ii. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

iii. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

v. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and

vi. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs i. through v. of this subparagraph.

b. The requirement outlined in subparagraph a. above, sometimes referred to as "socioeconomic contracting," does not impose an obligation to set aside either the solicitation or award of a contract to these types of firms.

Rather, the requirement only imposes an obligation to carry out and document the six affirmative steps identified above.

c. The "socioeconomic contracting" requirement outlines the affirmative steps that the Consultant/Contractor must take; the requirements do not preclude the Consultant/Contractor from undertaking additional steps to involve small and minority businesses and women's business enterprises.

d. The requirement to divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises, does not authorize the Consultant/Contractor to break a single project down into smaller components in order to circumvent the micro-purchase or small purchase thresholds so as to utilize streamlined acquisition procedures (e.g. "project splitting").

11. RETENTION OF RECORDS

Financial records, supporting documents, statistical records, and all other non-Federal entity records pertinent to a Federal award must be retained for a period of three (3) years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or passthrough entity in the case of a subrecipient. Federal awarding agencies and pass-through entities must not impose any other record retention requirements upon non-Federal entities. The only exceptions are the following:

(a) If any litigation, claim, or audit is started before the expiration of the three (3)-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.

(b) When the non-Federal entity is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period.

(c) Records for real property and equipment acquired with Federal funds must be retained for three (3) years after final disposition.

(d) When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the three (3)-year retention requirement is not applicable to the non-Federal entity.

(e) Records for program income transactions after the period of performance. In some cases recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned.

(f) Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).

(1) If submitted for negotiation. If the proposal, plan, or other computation is required to be submitted to the Federal government (or to the pass-through entity) to form the basis for negotiation of the rate, then the three (3)-year retention period for its supporting records starts from the date of such submission.

(2) If not submitted for negotiation. If the proposal, plan, or other computation is not required to be submitted to the Federal government (or to the pass-through entity) for negotiation purposes, then the three (3)-year retention period for the proposal, plan, or computation and its supporting records starts from the end of the fiscal year (or other accounting period) covered by the proposal, plan, or other computation.

Sign and Submit

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 and2 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

13. BYRD ANTI-LOBBYING AMENDMENT, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

If applicable, contractors must sign and submit to the non-federal entity the following certification: APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING. The certification is found on the next page.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

_____

Signature of Authorized Certifying Official

_____ _____ 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 Sates, 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

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

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.

G. **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 Sates, 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.

H. **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.

I. **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.

J. **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.

K. **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.

L. **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

Affidavit Attesting to Noncoercive Conduct for Labor or Services

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

Vendor FEIN:_____

Address:_____

City:_____State: _____Zip:_____

Phone number:_____Email Address:_____

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

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

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

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

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: _____

APPENDIX A

ACKNOWLEDGMENT OF ADDENDA AND DOCUMENTS

The Proposer hereby acknowledges the receipt of the following addenda issued by the Village and incorporated into and made part of this RFP. In the event the Proposer fails to include any addenda in the table below, submission of this form shall constitute acknowledgment of receipt of all addenda, whether or not received by him/her.

ADDENDUM NUMBER	DATE RECEIVED

In addition to the addenda listed above, I acknowledge receipt of the Affidavit Attesting to Noncoercive Conduct for Labor or Services or Services and if awarded an Agreement with the Village will execute the affidavit attesting that my business does not use coercion for labor or services.

_____	_____
Signature	Title
_____	_____
Print name	Date

Council Communication

To: Mayor and Village Council
From: A.J. Engelmeyer, Public Works Director
Date: July 22, 2025
SUBJECT: **Resolution for Professional Contractor Services RFQ 25-03 TAB 5**

Background:

Analysis:
Islamorada, Village of Islands (the "Village") prepared and advertised a request for Letters of Interest and Qualifications ("RFQ") for Professional Contractor Services. In accordance with the CCNA, a Village competitive selection evaluation committee consisting of Village staff (the "Committee") conducted a review process and provided rankings to make a recommendation to the Village Council for section of responsive proposals to create a library of service providers.

Budget Impact:
No impact

Staff Impact:
No impact

Recommendation:
By executing continuing services with top-ranked firms, the Village will be able to expeditiously acquire contractor, paving and painting services required for Village projects.

Attachments: 1. Reso 25-General Contractor Services

RESOLUTION NO. 25-XX

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING THE FINAL RANKINGS AND RECOMMENDATIONS OF THE RFQ 25-03 REVIEW COMMITTEE FOR PROFESSIONAL CONTRACTOR SERVICES AUTHORIZING VILLAGE OFFICIALS TO IMPLEMENT THE TERMS AND CONDITIONS OF THE AGREEMENT; AUTHORIZING THE VILLAGE MANAGER AND VILLAGE ATTORNEY TO NEGOTIATE AND ENTER INTO NON-EXCLUSIVE CONTINUING SERVICES AGREEMENT FOR THE REQUESTED SERVICES; AND PROVIDING FOR AN EFFECTIVE DATE AN EFFECTIVE DATE

WHEREAS, Islamorada, Village of Islands (the "Village") prepared and advertised a request for Letters of Interest and Qualifications ("RFQ") for Professional Contractor Services, (RFQ-25-03 attached as Exhibit "A"); and

WHEREAS, The Village requested qualifications from the contractor consultants in accordance with Florida Statues Chapter 287.055, the Consultant's Competitive Negotiation Act ("CCNA") and the parties hereto have complied with all requirements herein; and

WHEREAS, in accordance with the CCNA, a Village competitive selection evaluation committee consisting of Village staff (The "Committee") conducted a review process and provided rankings to make a recommendation to the Village Council for section of responsive proposals to create a library of service providers in twelve (12) categories; and

WHEREAS, the Committee reviewed the three (3) proposals received and utilized the evaluation and scoring criteria included in the RFQ to scores the proposals accordingly; and

WHEREAS, the Village Council desires to approve the rankings and select the recommended firms for Professional Contractor Services; and

WHEREAS, by executing continuing services with top-ranked firms, the Village will be able to expeditiously acquire contractor, paving and painting services required for Village projects; and

WHEREAS, the Village Council has determined that the procurement and utilization of these services 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 Ranking.** The Village Council of Islamorada, Village of Islands, hereby approves the Committee's final rankings and recommendations as follows:

General Contractor:

1. CBT Construction & Development, Inc.

Painting Contractor:

1. Roof Painting by Hartzell, Inc.

Paving Contractor:

1. Affordable Asphalt, Inc.

SECTION 3. **Authorization of Village Officials.** The Village Manager and/or his designee and the Village Attorney are hereby authorized to negotiate the terms and conditions of an Agreement with the firms listed herein and to enter into the agreements with the selected firms.

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

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

Attorney.

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

Motion to adopt by _____, seconded by _____.

FINAL VOTE AT ADOPTION

VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS

Mayor Sharon Mahoney	___
Vice Mayor Don Horton	___
Councilman Steve Freidman	___
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

ISLAMORADA, VILLAGE OF ISLANDS
FLORIDA

86800 Overseas Highway
Islamorada, FL 33036

REQUEST FOR QUOTES

for

PROFESSIONAL CONTRACTOR SERVICES
RFQ 25-03

May 02, 2025

Islamorada, Village of Islands, Florida

REQUEST FOR QUOTES

PROFESSIONAL CONTRACTOR SERVICES

RFQ 25-03

Issue Date: May 02, 2025

Islamorada, Village of Islands (the "Village") will receive quotes from professional contractors for various routine repair and maintenance projects within the Village, per specifications and scope of services as needed in Islamorada, Florida until **3:00 p.m. on June 02, 2025.**

In order to fulfill the need for a quick response for maintenance and emergency services, the Village intends to retain two (2) or more qualified companies per industry trade, as broken down in this document. Each selected company shall enter into a continuing services agreement for three (3) year term, with two — 1 year optional extensions (until 2029).

It is contemplated that each individual project will have an estimated total cost (including professional service fee and materials) that does not exceed Twenty-Five Thousand Dollars ($25,000.00).

Interested companies must submit sealed bid quote packages by certified mail or in person to:

Village Clerk
Islamorada, Village of Islands
Administration and Public Safety Headquarters
86800 Overseas Highway, 3RD Floor
Islamorada, Florida 33036
E-MAIL: clerk@islamorada.fl.us

Interested contractors must submit one (1) original printed package, five (5) printed copies, and one (1) electronic copy provided by email attachment. The Quote Documents shall be enclosed in a sealed opaque envelope or box and be plainly marked on the upper left hand corner with the name and address of the Proposer and bear the following title:

"Islamorada, Village of Islands, REQUEST FOR QUOTES: PROFESSIONAL CONTRACTING SERVICES (RFQ-25-03)" The Village will not accept Proposals received after the specified time and date.

COMMUNICATIONS PROTOCOL

The Village is committed to a fair and open process for interested parties to receive information about the Project and the competitive selection and award procurement process the Village is utilizing in this Request for Quotes ("RFQ"). Any and all questions, inquiries, requests for all inquiries and requests for clarification or interpretation regarding this Request for qualifications shall be made in writing to the attention of the of the Procurement and Grants Administrator by mail to 86800 Overseas Highway, Islamorada, Florida 33036; by email to ; or by fax to (305) 664-6464 no later than May 16, 2025**.**

Clarification and additional information and correspondence concerning this RFQ or the Project requirements must be directed in writing to:

U.S. Mail: Danays Hernandez
Procurement and Grants Administrator
Islamorada, Village of Islands
Village Administrative Center, 3 Floor
86800 Overseas Highway
Islamorada, FL 33036

Email: danays.hernandez@islamorada.fl.us
Subject: RFQ 25-03: Professional Contractor Services

Danays Hernandez, Procurement and Grants Administrator, is the sole point of contact for the Village in this RFQ procurement process. All communications between the Proposer and the Village shall be with the Procurement and Grants Administrator and must be submitted in writing and subject to distribution to all Proposers. Communications sent via electronic mail may be printed and made available to all Proposers. Responses to questions or requests for information will be provided to all Proposers. Any and all such interpretations and supplemental information will be made in the form of written Addenda, which will be distributed via DemandStar and will become a part of this RFQ. This protocol also applies to any communications or contact with the Evaluation Committee.

All requests for information or clarification regarding this proposal shall be made in writing and submitted to Danays Hernandez, Procurement and Grants Administrator at danays.hernandez@islamorada.fl.us no later than May 15, 2025. Inquiries, clarifications or requests for interpretations will not be responded to if received after this date and time.

The Village will issue appropriate addenda as necessary via DemandStar at https://www.demandstar.com and on the Village's website at http://www.islamorada.fl.us.

No oral change or interpretation of the provisions contained in this Request for Quotes is valid. Written addenda will be issued when changes, clarifications or amendments to the Request for Letters of Interest and Qualifications document are deemed necessary. The issuance of a written addendum is the only official method whereby interpretation, clarification or additional information can be given.

It is the sole responsibility of the company to ensure that their submittal is received in a timely manner. Any proposal package submitted past the deadline and/or submitted to other locations or offices shall be deemed non-responsive and will be rejected.

Only companies with experience similar to that described in one or more of the industries listed in the General Scope of Services section below and a proven track record of delivering successful and on-time/on-budget projects are encouraged to respond. Companies need not possess qualifications/experience in each of the industries listed to respond. No minimum quantity of work or compensation for the work will be assured to any of the companies retained and the Village shall not be prevented in any manner from retaining other companies at its sole discretion.

All costs of preparation of Proposal Documents will be borne by the Proposer.

This RFQ does not constitute an offer of employment or contract for services.

The Village reserves the option to reject any or all Proposal Documents, wholly or in part, received by reason of this RFQ, to terminate the procurement process at any time, to waive any irregularities or omissions in any Proposal, to award in whole or in part to one or more Proposers, or to take any other such actions that may be deemed in the best interest of the Village.

The Village reserves the option to retain all Proposal Documents, whether selected or rejected.

CONE OF SILENCE NOTICE

A “Cone of Silence” is hereby imposed prohibiting communications in connection with this bid or the Project. The Cone of Silence shall be in effect from the time of issuance of this bid through the time the services or Project procured through this bid are formally awarded through the approval of the Village Council.

Any communications regarding this bid or the Project between: a potential Proposer or Firm, including any person acting on a Proposer’s behalf, and the Village Council members, Village staff, including the Village Manager and his staff, Village employees and consultants, and any member of the Village’s Evaluation Committee are prohibited.

Duration of Cone of Silence. The Cone of Silence shall terminate upon approval of the contract by the Village Council.

Exceptions to Applicability. The provisions of this Cone of Silence shall not apply to:

1. Oral communications at scheduled pre-proposal conferences or meetings.
2. Formal oral presentations or interviews before the Evaluation Committee as requested by the Evaluation Committee and publicly noticed in advance.
3. Public presentations made to the Village Council members during any duly noticed public meeting.
4. Communications in writing at any time with the Village Clerk, designated responsible for administering the procurement process for this bid document, provided the communication pertains to matters of process or procedure set forth in this bid document, unless specifically prohibited by this bid document.
5. Duly noticed site visits during the time period between the opening of Proposals and the time the Village Council considers the final selection and award of the Proposals.
6. Written questions or requests from Proposers for clarification or information in this bid document to the Village Clerk or the contact provided in Section III of this document, responses to the Proposer's questions or requests for clarification or additional information, and Addenda issued by the Village to this bid document.
7. Contract negotiations.
8. Communications solely with the Village Attorney.

Penalties. Violation of this Cone of Silence by a particular Proposer or Firm, Firm members or personnel, shall render any Proposal submitted in response to the bid disqualified.

Questions Regarding the Cone of Silence. Please contact the Village Clerk with any questions concerning compliance with the Cone of Silence.

Local Business Preference

Preference will be given to local businesses as defined by Village Ordinance Section 2-327. Please refer to Appendix A for a complete copy of Ordinance Section 2-327 and the referenced Affidavit.

GENERAL SCOPE OF SERVICES

The general scope of services in each field is as follows:

I. HVAC Contractor Services: HVAC contractors to provide on-call HVAC services for Village owned/operated facilities, attached as Exhibit "B". The Contractor will provide all materials, equipment and labor for HVAC diagnostics, repairs, upgrades, installations, and replacements of components for the facility's HVAC systems on an as-needed basis during the contract period. Contractor shall apply for, obtain and close out all necessary building permits for all work related to individual projects. Work related to the Founders Park pool heat pump system is not included in this RFQ.

II. Plumbing Services: Plumbing Contractors to provide on-call plumbing services for Village owned/operated facilities, attached as Exhibit "B". The Contractor will provide all materials, equipment and labor for plumbing diagnostics, repairs, upgrades, installations, and replacements of components for the facility's plumbing systems on an as needed basis during the contract period. Contractor shall apply for, obtain and close out all necessary building permits for all work related to individual projects. Projects shall include, but are not limited to, restroom and kitchen fixture repair/replacement, RPZ inspections, wastewater connections, repairing underground pipe leaks, irrigation system repairs.

III Electrical Contractor: Electrical Contractors to provide on-call electrical services for Village owned/operated facilities, attached as Exhibit "B". The Contractor will provide all materials, equipment and labor for electrical diagnostics, repairs, upgrades, installations, and replacements of components for the facility's electrical systems on an as needed basis during the contract period. Contractor shall apply for, obtain and close out all necessary building permits for all work related to individual projects. Projects shall include, but are not limited to, relocation of conduit, replacement of fixtures and/or bulbs, electrical panel repairs/replacement, services related to HVAC and plumbing projects.

IV. Fencing & Guard Rail Contractor: Fencing & Guard Rail Contractor to provide all materials, equipment and labor for installation of new fencing, gates and engineered guard rail systems. As well as provide like materials, equipment and labor for repairing existing fences, gates and guard rail systems on an as needed basis for Village owned/operated facilities throughout Monroe County during the contract period. Contractor shall apply for, obtain and close out all necessary building permits for all work related to individual projects. Fencing materials include, but are not limited to, galvanized chain link, vinyl coated chain link, aluminum, wood.

V. Roofing Contractor: Contractor to provide on-call roofing repair and installation services for Village owned/operated facilities, attached as Exhibit "B". Contractors to provide all materials, equipment and labor for maintenance and repairs on all existing roofing systems, flashing and gutter systems. As well as provide all materials, equipment and labor for installation of new roofing systems, refrigeration, ice maker, appliances repairs, flashing and gutter systems for the facilities during the contract period. Contractor shall apply for, obtain and close out all necessary building permits for all work related to individual projects. Roofing materials include, but are not limited to, rubber membrane, bitumen, poured concrete, galvanized metal, asphalt shingle, rolled roofing, waterproofing ice and water shield.

VI. Painting Contractor: Painting Contractor to provide on-call painting services for Village owned/operated facilities, attached as Exhibit "B". Contractors to provide all materials, equipment and labor for interior and exterior painting services to include, but are not limited to, surface cleaning and preparation, lust removal with proper treatment, paint repairing and sub sequential repainting during the contract period. Surfaces requiring painting services include, but are not limited to, poured concrete, wood, drywall, concrete block, metal, stucco.

VII. Paving Contractor: Paving Contractor to provide on-call pavement repair, asphalt seal coating and repair and/or replacement of traffic paint and/or thermoplastic traffic markings on an as-needed basis throughout the Village's boundaries for the contract period. Materials for repair and/or replacement of surfaces may include, but are not limited to, Asphalt Concrete (AC) Portland Cement Concrete (PCC). All traffic paint and thermoplastic traffic marking materials used during the contract period shall be those approved or authorized by Florida Department of Transportation. Contractor shall apply for, obtain and close out all necessary building permits for all work related to individual projects.

VIII. Floor and Upholstery Cleaning: Contractor shall perform floor and upholstery cleaning and/or waxing services at Village owned/operated facilities, attached as Exhibit "B", for the contract period. Surfaces to be cleaned shall include, but are not limited to, linoleum tile, ceramic tile, grouting or thin set material between tiles, polished concrete, carpeting, vinyl flooring, epoxy resin flooring, area rugs and rug runners, etc...Upholstered items to be cleaned shall include, but are not limited to, office desk chair and bar stool cushions, couch and arm chair cushions.

IX. General Contractor: Contractor shall provide all materials, equipment and labor to perform building construction maintenance and repair services to Village owned/operated facilities, attached as Exhibit "B". Contractor shall apply for, obtain and close out all necessary building permits for all work

related to individual projects. Possible projects shall include, but are not limited to, interior and exterior repairs to Village buildings, backhoe services.

X. Fire Extinguishers and Hood (Ansul) Systems: Contractor shall provide all materials, equipment and labor to perform maintenance repairs and testing on all Village owned fixed and portable fire extinguishers and hood systems according to applicable sections of NFPA 10, 1 IA and 96. All work shall be performed on a scheduled and systematic basis. In all cases, equipment shall be maintained to manufacturers' specifications, kept in proper working order and in compliance with all applicable codes, at all times. The service provider shall schedule inspections and tests with the appropriate department representative to ensure all Village properties are in full compliance during the contract period.

XI. Fire Alarm System: Contractor shall provide all materials, equipment and labor to perform maintenance, repairs, testing and certification on Village fire alarm systems per NFPA 72. In all cases, all equipment shall be maintained to manufacturer's specifications, kept in proper working order and in compliance with all applicable codes, at all times. The service provider shall coordinate inspections and tests with the appropriate department's representative to ensure all Village properties are in full compliance during the contract period.

XII. Fire Suppression Systems: Contractor shall provide all materials, equipment and labor to perform maintenance, testing and repairs of Village owned fire hydrants, stand pipes, sprinkler systems and backflow preventer. Provide certification in accordance with applicable sections of NFPA 13, 14, 24, and 25. In all cases, all equipment shall be maintained to manufacturer's specifications, kept in proper working order and in compliance with all applicable codes, at all times. The service provider shall coordinate inspections and tests with the appropriate department's representative to ensure all Village properties are in full compliance during the contract period.

INSURANCE REQUIREMENTS

Proposers shall provide with their Proposal evidence of insurance acceptable to the Village and in compliance with the requirements set forth in this RFQ and the Contractual Services Agreement.

Upon execution of the Contractual Services Agreement, the Selected Firm shall, at its own expense, procure and maintain throughout the term of the Contractual Services Agreement and any renewals thereof, with insurers acceptable to the Village, the types and amounts of insurance conforming to the minimum requirements:

Certificates of Insurance must be completed as follows:

1. **Certificate Holder**
   Islamorada, Village of Islands
   86800 Overseas Highway, 3rd Floor
   Islamorada, Florida 33036

2. **Additional Insured for Commercial General Liability**
   Islamorada, Village of Islands and its Council members, officials, officers and employees.

A. Worker's Compensation: Coverage must apply for all employees and statut01Y limits in compliance with the applicable state and federal laws. In addition, the policy must include the following:

I. Employer's Liability with a minimum limit per accident in accordance with statutory requirements.

2. Notice of Cancellation and/or Restriction. The endorser to provide the Village with thirty (30) days' written notice of cancellation and/or restriction.

B. Comprehensive General Liability: Coverage must include:

1. $1,000,000.00 combined limit per occurrence for bodily injury, personal injury and property damage. If contract is less than $100,000.00, then, the general liability insurance requirement is $300,000.00.
2. Contractual coverage applicable to this specific contract, including any hold harmless and/or indemnification agreement.
3. Notice of Cancellation and/or Restriction. The policy must be endorsed to provide the Village with thirty (30) days' written notice of cancellation and/or restriction.

C. Comprehensive Automobile Liability- Coverage must be afforded on a form no more restricted than the latest edition of the Comprehensive Automobile Liability Policy filed by the Insurance Services Office and must include:

1. $300,000 combined single limit per accident for bodily injury and property damage.
2. Owned Vehicles.
3. Hired and Non-Owned Vehicles.
4. Employee Non-Ownership.
5. Notice of Cancellation and/or Restriction. The policy must be endorsed to provide the Village with thirty (30) days written notice of cancellation and/or restriction.

Certificates of Insurance evidencing the insurance coverage specified in this Article shall be submitted to the Village with the executed Contractual Services Agreement. The Certificates of Insurance shall be filed with the Village before the Contractual Services Agreement is deemed approved by the Village. The required Certificates of Insurance not only shall name types of policies provided but also shall refer specifically to the Contractual Services Agreement. All the policies of insurance so required shall be endorsed to include as additional insured the Village, its officers, employees, and agents, except for Worker's Compensation. If the initial insurance policy expires prior to completion of the Project, renewal Certificates of Insurance shall be furnished thirty (30) days prior to the date of the policy expiration.

PROPOSAL DOCUMENTS SUBMITTAL AND SELECTION

1. All Proposal Document packages, consisting of an original signed set, an electronic copy in Adobe Acrobat PDF Format, and five (5) copies of the attached "Bid Proposal" with attachments, Submit the electronic document or link to the cloud storage site via email to clerk@islamorada.fl.us by the bid submittal deadline above**.** Must be received no later than 3:00 PM EST on June 01, 2025 ("Submittal Deadline").

2. The electronic copy shall be exactly identical to what is contained in the original hardcopy Proposal.

3. Late Proposal Documents in response to this Request for Quotes will not be accepted after the specified Submittal Deadline, and will be returned unopened to the Proposer.

4. All Proposals shall be directed to:

Village Clerk
Islamorada, Village of Islands
Administration and Public Safety Headquarters
86800 Overseas Highway, 3rd Floor
Islamorada, Florida 33036

All Proposal Documents will be reviewed and evaluated by the Evaluation Committee and selection will be made by the Village Council. The Evaluation Committee and/or the Village Council may deem it necessary to interview Proposers as part of the evaluation and selection process. The Communication Protocol outlined in page 2 of this RFQ is applicable to the Evaluation Committee. The Evaluation Committee is subject to the

Sunshine Law and any exparte communications with any of its member prohibited. Any contracts or agreements awarded under this RFP may be funded in full or in part by a federal grant. Neither the United States nor any of its departments, agencies or employees is or will be a party to this RFP or any resulting contract.

"Contractor (including any subcontractors), where applicable, shall comply with the requirements of all applicable laws, rules, regulations and orders of any government authority (as they may be amended from time to time) that relate to this Project. Contractor (including any subcontractors), where applicable, shall also comply with all requirements of applicable grant terms and restrictions. It is Contractor's responsibility to determine the applicability and requirements of any such laws, rules, regulations, orders, and terms.
Failure to comply with applicable laws, rules, regulations, policies, and grant terms may result in termination of the contract, non-payment, or other remedies as permitted by law."

The contract provisions, Federal contract provisions and FEMA contract provision listed below and provided on the following pages are made a part of this RFP and shall be made part of the agreement awarded through the RFP. All bidders are required to complete and sign the three documents noted as requiring signature and submittal with proposal.

Contract Provisions

1. REMEDIES
2. TERMINATION FOR CAUSE AND CONVENIENCE
3. DAVIS BACON ACT
4. EQUAL EMPLOYMENT OPPORTUNITY/NOTICE OF AFFIRMATIVE ACTION
5. COPELAND ANTI-KICKBACK ACT
6. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT
7. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT
8. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT
9. PROCUREMENT OF RECOVERED MATERIALS
10. CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS
11. RETENTION OF RECORDS
12. DEBARMENT AND SUSPENSION - ***Requires signature and submittal with proposal***
13. BYRD ANTI-LOBBYING AMENDMENT - ***Requires signature and submittal with proposal***

APPENDIX A LOCAL BUSINESS PREFERENCE ORDINANCE AND AFFIDAVIT

Sec. 2-327. - Guidelines.

(2)Preference for local businesses

For purposes of this subsection, the term "local business" shall mean the following:

(a) A business with a current required Monroe County occupational license or
business tax receipt, which has a principal office located within the Upper Keys (Upper Keys shall be defined as that geographical area located from the southern boundary of the village at MM 72.658 north to the Miami-Dade County boundary line); and

(b) The principal office has been established a minimum of 18 consecutive months prior to the date of the solicitation of the purchase or contract and operates or performs business on a day-to-day basis that is a substantial component of the goods or services being offered to the village; and

(c) A minimum of 51 percent of the labor or personnel used to perform the purchase or contract reside in the Upper Keys at the time of submittal; and

(d) A minimum of 51 percent of the business' owners reside in the Upper Keys at the time of submittal.

(e) Post office boxes are not verifiable and shall not be used for the purpose of establishing a physical address pursuant to this subsection.

(f) Any business seeking certification as a local business shall execute and submit to the village an affidavit, in a form provided by the village, certifying that it meets the criteria established for a determination as a local business. The affidavit shall be submitted and kept on file with the village and updated at the time of submittal of any bid or proposal

(3) Exemption: The local preference provided for by this subsection shall not be applied where the application of the preference would conflict with federal law, state law or the conditions of any funding source for the purchase or contract.

(4) Waiver: The application of local preference to a particular purchase or contract for which the village council is the awarding authority may be waived by the village council prior to the solicitation of the purchase or contract.

(5) Notice: Both bid documents and request for proposal documents shall include notice of the local preference policy and any applicable waiver in accordance with subsection 37 above.

(6) Penalties:

(a) Misrepresentation. Any vendor, contractor, or firm who fails to act in good faith and misrepresents the local preference status as determined by the village manager in any bid or proposal submitted to the village for the purchases of or contracts for materials, supplies, equipment, improvements, or services shall:

(1) Lose the privilege to submit a bid or proposal to the village for a period of up to one year from the date the misrepresentation was discovered; and

(2) Pay a penalty equal to the difference between the original purchase or contract award and the next lowest responsive, responsible bidder and pay an additional ten percent penalty based upon the original value of the purchase or contract awarded.

(b) Failure to maintain local business preference qualifications. Any vendor, contractor, or firm that fails to maintain its local preference status which resulted in the awarded contract shall be in breach of the contract and may be subject to termination of the contract, suspension of payments under the contract, and loss of the local preference status on the contract.

(c) Prior to the imposition of penalties provided for in 2-327(e)(6)(a) or (b) above, any vendor, contractor, or firm shall be entitled to notice from the village and an evidentiary hearing before the village council. Such hearing request shall be filed with the village clerk within 20 calendar days from receipt of the notice.

AFFIDAVIT
FOR CERTIFICATION AS A LOCAL BUSINESS
Islamorada, Village of Islands
Request for Quotes for Professional Contractors Services
(RFQ-25-03)

State of Florida
County of Monroe

BEFORE ME, the undersigned authority, _____ (Affiant's Name), personally appeared as _____ (Title) of (Name of Firm), a

_____(Type of Entity), who after having been sworn, deposes and states:

1. My name is_____
2. I am _____ the (Title) of (Name of Firm), and I have personal knowledge of the facts stated herein.
_____ 3.(Name of Firm) seeks certification as a local business pursuant to Ordinance 2-327(e), Islamorada, Village of Islands, and Request for Quotes for Professional Contractors Services (RFQ-25-03); and
4. _____ (Name of Firm) has a current Monroe County occupational license or business tax receipt, with a principal office located at _____ (Physical Address), which is between MM 72.658 and the Miami-Dade County boundary line; and
5. The principal office has been established a minimum of 18 consecutive months prior to the May 02, 2025, date of solicitation of RFQ-25-03 and operates or performs business on a day-to-day basis that is a substantial component of the goods or services being offered to the village; and
6. A minimum of 51 percent of the labor or personnel used to perform the purchase contract reside in the Upper Keys (MM72.658 to the Miami-Dade County boundary line) at the time of submittal; and
7. A minimum of 51 percent of the business' owners reside in the Upper Keys (MM72.658 to the Miami-Dade County boundary line) at the time of submittal.

Council Communication

To: Mayor and Village Council
From: Vince Tarves, IT Director
Date: July 22, 2025
SUBJECT: **Resolution Approving Purchases from SHI International Corp. for FY 2024-2025 TAB 6**

Background:
The IT & Communications Department is responsible for protecting the Village's data against loss due to system failures, cybersecurity threats, and other disruptions. The Village currently follows the 3-2-1 backup strategy: maintaining three copies of data, stored on two different types of media, with one copy kept offsite.
This approach has been strengthened through the use of immutable storage, which ensures that backup data cannot be modified, deleted, or encrypted for a defined period. However, the Village's current solution is based on aging technology and no longer aligns with current cybersecurity best practices, necessitating an upgrade.
In addition, because cumulative purchases from SHI International Corp. have exceeded $25,000 for FY 2024–2025, Council approval is required by resolution.

Analysis:
In alignment with best practices and the Florida Local Government Cybersecurity Act of 2022, the IT Department evaluated multiple secure storage appliance options, each of which includes a 3-year support agreement:
- Option A – $137,544.00 (via SHI): Originally budgeted, this premium solution offers high-end features but at a significantly higher cost.
- Option B – $66,789.03 (via SHI): Offers strong protection, performance, and value. This is the recommended solution.
- Option C – $27,033.13 (via NXTGen Technologies): A viable low-cost option but is vendor-locked, reducing future flexibility.

While the original budget accommodated Option A, Option B provides a cost-effective and scalable solution that aligns with the Village's long-term IT goals.

Budget Impact:
The FY 2024–2025 Capital Projects Fund includes $137,544.00 for this initiative. Under the proposed purchase:
- $48,058.54 will be expended from Capital Funds.
- $18,730.49 will be allocated over the next three years from the IT Dues & Subscriptions account.

Additionally, this resolution includes approval of $7,600.00 in SHI purchases for other IT-related needs this fiscal year, funded through the General Fund's IT Dues & Subscriptions account.

Staff Impact:
IT staff will oversee coordination, implementation, and configuration of the selected backup solution.

Recommendation:
Staff recommends that the Village Council adopt the attached resolution approving the purchase of the recommended backup solution and related IT purchases from SHI International Corp. for Fiscal Year 2024–2025

Attachments: 1. 4BH9715-Resolution Approving Purchase of Backup Storage - SHI International VA v2

RESOLUTION NO. 25-07-xxx

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING THE PURCHASE OF BACKUP STORAGE EQUIPMENT AND RELATED SOFTWARE SUBSCRIPTIONS FROM SHI INTERNATIONAL CORP FOR FISCAL YEAR 2024-2025; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE NECESSARY DOCUMENTS; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Village's IT & Communications Department is responsible for safeguarding Village data against loss due to system failures, cybersecurity threats, and disasters; and

WHEREAS, the Village currently follows the 3-2-1 backup standard and has implemented immutable storage as part of its backup strategy; and

WHEREAS, the Village's current solution is based on aging technology and no longer meets evolving best practices and cybersecurity standards, requiring an upgrade; and

WHEREAS, in accordance with the Florida Local Government Cybersecurity Act of 2022 and industry best practices, the IT Department evaluated multiple secure backup storage options and recommends a system upgrade; and

WHEREAS, the total cumulative purchases from SHI International Corp. for Fiscal Year 2024–2025 exceed $25,000, requiring Council approval; and

WHEREAS, the FY 2024–2025 Capital Projects Fund includes $137,544.00 budgeted for this purpose, of which $48,058.54 will be expended from Capital Funds and $18,730.49 will be allocated over the next three years from the IT Dues & Subscriptions account; and

WHEREAS, additional technology purchases in the amount of $7,600.00 from SHI International Corp. are also included and funded from the IT Dues & Subscriptions account in the General Fund.

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

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

Section 2. Approval of Purchase. The Village Council hereby approves the purchase of a secure backup storage system in the amount of $66,789.03 and the cumulative FY 2024–2025 purchases from SHI International Corp., including prior expenditures and upcoming technology-related purchases totaling $7,600.00, for a combined total of $74,389.03.

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 purchase.

Section 4. Execution of Documents. The Village Manager and the Village Attorney are hereby authorized to execute any required documents on behalf of the Village and authorized to implement the terms and conditions of any documents necessary to effectuate the purchase.

Section 5. Authorization of Fund Expenditure. Notwithstanding the limitations set forth in the Village's Purchasing Procedures Ordinance, the Village Manager is authorized to expend budgeted funds to SHI International Corp. for the backup storage system and related technology products.

Section 6. Effective Date. This Resolution shall take effect immediately upon adoption. Motion to adopt by _____, second by _____.

FINAL VOTE AT ADOPTION

VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA:

Mayor Sharon Mahoney

Vice Mayor Don Horton

Councilwoman Deb Gillis

Councilwoman Anna Richards

Councilman Steve Friedman

PASSED AND ADOPTED THIS 22nd DAY OF JULY 2025

_____

SHARON MAHONEY, MAYOR

ATTEST:

_____

MARNE MCGRATH, VILLAGE CLERK

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

_____

JOHN QUICK, ACTING VILLAGE ATTORNEY

Council Communication

To: Mayor and Village Council
From: Terry Abel, Fire Chief
Date: July 22, 2025
SUBJECT: **Resolution Approving FY 2024-2025 Purchases from Island Air Control for HVAC Services and Supplies TAB 7**

Background:
The Islamorada, Village of Islands ("Village") Fire Rescue Department requires services and supplies related to HVAC components for the stations. The Village Fire Rescue Department has historically purchased the Services and Supplies from multiple vendors but mainly Island Air Control (IAC) as the preferred vendor capable of providing the Services and Supplies at a competitive cost, with experienced technicians and representatives. IAC provides four times a year preventative service to all of our HVAC/ ice maker units within fire rescue. Fire Rescue has had two occasions this year where the HVAC units for Station 20 went out, the first in May while a five day class was scheduled and then again in June. In May, the outside compressor that feeds two of the inside air handlers blew the compressor. Then in June, the main inside air handler motor and fan assemble failed. The latter was in process of finding parts and requesting quotes when it simply fell apart. Both of these repairs were done as emergency repairs.
Pursuant to Section 2-327 of the Village's Code of Ordinances relating to the Village's purchasing guidelines, the Village Manager has the authority to make purchases or enter into contracts for purchases of materials, supplies, equipment, improvements, or services where the total amount expended is less than $25,000.00 and the aggregate total for any single vendor in any single year is less than $25,000.00. Purchases of or contracts for purchases of materials, supplies, equipment improvements, or services where the total amount expended is $25,000.00 or more shall be awarded by the Village Council.
The Village's Purchasing Ordinance allows for the waiver of competitive bidding by the village council upon a documented finding that the purchase of the particular goods or services without competitive bidding is in the best interests of the Village.

Analysis:
With the second HVAC failure, the monies spent with IAC exceeded the $25,000.00 threshold allowed by the Village without Council approval. While typically these types of resolution come forward for a single department this resolution would allow for any other departments with in the Village to also utilize IAC for repair/ maintenance or replacement of equipment until end of fiscal year.
Adoption of the proposed resolution would authorize the expenditures from IAC in an amount not to exceed $50,000.00 for Fiscal Year 2024-2025 and approve a waiver of competitive bidding for these purchases.

Budget Impact:
Payments to IAC are reflected in the Operating Supplies and Capital Asset account in the Fire Rescue Department Budget in the General Fund. The FY 2024-2025 approved budget for Fire Rescue Department Operating Supplies which includes the Building Repair and Maintenance.

Staff Impact:
Payments to IAC are reflected in the Operating Supplies and Capital Asset account in the Fire Rescue Department Budget for the most recent purchase in the General Fund. The FY 2024-2025 approved budget for Fire Rescue Department Operating Supplies which includes Building Repair and Maintenance.

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

Attachments:
1. Invoice_i236951_from_ISLAND_AIR_CONTROL_LLC
2. Reso Approving FY 24 25 Expenditures to Island Air Control VA2

INVOICE

ISLAND AIR CONTROL, LLC
PO Box 362
Tavernier, FL 33070

Office@IslandAirControl.com
+1 (305) 852-4042
www.islandaircontrol.com

Islamorada Fire Rescue:IFD - Station #20

Bill to
Islamorada Fire Rescue
86800 Overseas Highway
Islamorada, FL 33036

Ship to
Islamorada Fire Rescue - Station # 20
81850 Overseas Highway
Islamorada, FL 33036

Invoice details
Invoice no.: i236951
Terms: Net 30
Invoice date: 06/30/2025
Due date: 07/30/2025

SERVICE ORDER: AHU #1

#	Product or service	Description	Qty	Rate	Amount
1.	**INSTALL - RHEEM**	6/30/25 | INSTALLATION | 10T AIR HANDLER | UNIT #1 A new 10 ton RHEEM Air Handler was installed. The existing refrigerant lines, drain lines, duct work and electrical was utilized. The air handler was connected to the 10 ton condenser we installed in April 2025. The old air handler was removed and disposed of. RHCLA2120CBS | F462402073	1	$10,600.00	$10,600.00

Total **$10,600.00**

Ways to pay

View and pay

RESOLUTION NO. 25-

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING FISCAL YEAR 2024-2025 PURCHASES AND EXPENDITURES FROM ISLAND AIR CONTROL FOR SERVICES AND SUPPLIES TO THE VILLAGE; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING A WAIVER OF COMPETITIVE BIDDING; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Islamorada, Village of Islands ("Village") Fire Rescue Department requires HVAC services and supplies and related components for its fire stations; and

WHEREAS, the Village Fire Rescue Department identified Island Air Control. ("IAC"), as the preferred vendor capable of providing the Services and Supplies timely, at competitive prices, 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, the Village Council finds that approval of the purchases and expenditures for Fiscal Year 2024-2025 not to exceed amount of $50,000.00 for Services and Supplies from IAC and a waiver of competitive bidding is in the best interest of the Village.

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

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

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

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

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

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

Motion to adopt by _____, second by _____.

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

Mayor Sharon Mahoney _____
Vice Mayor Don Horton _____
Councilwoman Anna Richards _____
Councilwoman Deb Gillis _____
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, INTERIM VILLAGE ATTORNEY

Council Communication

To: Mayor and Village Council
From: Hatti Jenkins, Interim Finance Director
Date: July 22, 2025
SUBJECT: **Resolution Determining the Proposed Millage Rate for Fiscal Year 2025-2026, Establishing the Current Year Rolled-Back Rate, and the Date, Time, and Place for the First and Second Budget Hearings TAB 8**

Background:
By June 1 of each year, property appraisers in the State of Florida are required to provide local governments their estimated property values in accordance with F.S. Section 200.065 for budget planning purposes for the next fiscal year. By July 1 of each year, property appraisers are required to distribute the Certification of Taxable Value via a DR-420 form. Pursuant to F.S. Section 200.065, the local governments have thirty-five (35) days from the date of service of the DR-420 form (due by August 4) to furnish the applicable property appraiser's office with the proposed millage rate, the current year rolled-back rate, and the date, time and place at which a public hearing will be held to consider the proposed millage and tentative budget (a first budget hearing).

On June 1, 2025, the Monroe County Property Appraiser provided Islamorada, Village of Islands, (the "Village") with its estimated taxable value in accordance with F.S. Section 200.065 for budgetary planning purposes. The Property Appraiser also established a shortened deadline of July 22, 2025, for the Village to provide its proposed millage rate for reflection on 2025 TRIM notices and its date, time, and location for the first/tentative public hearing. On June 28, 2025, the Monroe County Property Appraiser's Office provided E-TRIM web portal access to the Village's 2025 DR-420 form, which must be completed and submitted by July 22, 2025.

Attachment A is a resolution that may be revised according to the results of decisions made at the July 22, 2025, regular Village Council meeting. The resolution as currently drafted would pass and adopt a proposed millage rate of **3.000** for the TRIM notices and identify either Thursday, September 4, 2025, or Friday, September 5, 2025, beginning at 5:30 p.m. as the date and time for the first/tentative budget hearing. The second/final budget hearing would be held on Friday, September 12, 2025, or on Tuesday, September 16, 2025, beginning at 5:30 p.m.

Attachment B is a draft 2025 DR-420, the E-TRIM document through which the 2025 property valuation information was conveyed. The form tentatively reflects the proposed millage rate of **3.000** for discussion purposes. **3.000** mills is the same rate adopted for the prior two years. Based on the 2025 valuations provided on the draft DR-420, the rolled-back rate is 2.4392 mills. A rate of 3.000 mills is 22.99**%** above the rolled-back rate.

The Budget Workshops are scheduled for Tuesday, August 5, 2025, Wednesday, August 6, 2025 and Thursday, August 7, 2025.

Analysis:
In establishing the proposed millage rate for the 2025 TRIM notices, the objective is to set a rate that results in net ad valorem tax revenue sufficient to cover anticipated general fund expenditures in the coming fiscal year. If the Village does not set a proposed millage rate at a high enough level, then the Village would incur costs associated with notifying property owners of its intention to adopt a millage rate higher than the proposed millage rate reflected on the 2025 TRIM notices that are mailed in August by the Tax Collector's Office. Setting a higher rate provides the Village Council with some latitude in determining its final rate for adoption.

The 2025 gross taxable value provided by the Monroe County Property Appraiser's Office is **$7,045,812,143**. The Village's 2024 gross taxable value reflected on the 2025 DR-420 was $6,485,345,287. The Village's taxable value for budgeting purposes per the DR-420s has increased $560,466,856 from the prior year.

For purposes of calculating the rolled-back rate, an adjusted current year taxable value in the amount of **$7,045,812,143** is provided. The adjusted current year taxable value does not include taxable value for new construction and other additions that have occurred since the previous year.

Budget Impact:
The millage rate of **3.000** would be established for discussion purposes only and has no budget impact on Village residents and property owners or on Village operations at this time. Through discussions and direction at budget workshops, the FY 2025-2026 millage rate and budget will be finalized for official adoption at public hearings scheduled in September on the dates to be decided by the Village Council.

Staff Impact:
There would be no impact to staff by adopting a proposed millage rate of **3.000** for FY 2025-2026.

Recommendation:
It is recommended that the Village Council adopt the Resolution at Attachment A, thereby establishing a proposed millage rate of **3.000** for 2025 TRIM notices that will be distributed to property owners in August and identifying FY 2025-2026 budget hearing dates.

Attachments:
1. Reso_FY25-26 Tentative Millage
2. Attachment B DR420

ATTACHMENT A

RESOLUTION NO. 25-

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, DECLARING THE PROPOSED MILLAGE RATE FOR FISCAL YEAR 2025-2026; ESTABLISHING THE CURRENT YEAR ROLLED-BACK RATE, AND THE DATE, TIME AND PLACE FOR THE FIRST AND SECOND BUDGET HEARINGS AS REQUIRED BY STATE LAW; DIRECTING THE INTERIM FINANCE DIRECTOR AND VILLAGE MANAGER TO PROPERLY FILE THE CERTIFICATOIN OF TAXABLE VALUE VIA E-TRIM; DIRECTING THE VILLAGE CLERK TO TRANSMIT THIS RESOLUTION TO THE MONROE COUNTY PROPERTY APPRIASER PURSUANT TO THE REQUIREMENTS OF FLORIDA STATUTES AND THE RULES AND REGULATIONS OF THE DEPARTMENT OF REVENUE OF THE STATE OF FLORIDA; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, on June 28, 2025, the Honorable Scott P. Russell, CFA, Property Appraiser of Monroe County, Florida, served upon Islamorada, Village of Islands (the "Village"), a "Certification of Taxable Value" certifying to the Village its 2025 taxable value; and

WHEREAS, the Village Council of Islamorada, Village of Islands (the "Village Council") has reviewed the taxable value supplied by the Monroe County ("County") Property Appraiser in accordance with Section 200.065, Florida Statutes, et seq; and

WHEREAS, Section 200.065, Florida Statutes, requires that within thirty-five (35) days of service of the Certification of Taxable Value upon a municipality, said municipality shall be required to furnish to the County Property Appraiser the proposed millage rate, the current year rolled-back rate, and the date, time and place at which a public hearing will be held to consider the proposed millage and the tentative budget; and

WHEREAS, the Village Council desires to declare a proposed millage rate, the rolled-back rate, and announce the dates of the first (tentative) and second (final) budget public hearings to the Property Appraiser.

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. **Proposed Millage**. The proposed millage rate for FY 2025-2026 is declared to be 3.0000 mills, which is $3.0000 per $1,000.00 of assessed property value within Islamorada, Village of Islands.

Section 3. Rolled Back Rate. The current year rolled-back millage rate computed pursuant to Section 200.065, Florida Statutes, is 2.4392 mills, which is $2.4392 per $1,000.00 of assessed property value within Islamorada, Village of Islands. The proposed millage rate is 22.99% higher than the rolled-back rate.

Section 4. Schedule of Budget Hearings. That the date, time and place of thee first (tentative) and second (final) public budget hearings are set by the Village Council as follows:

First (Tentative) Public Budget Hearing
Date: **September 4, 2025**
Time: 5:30 p.m.
Place: Founders Park Community Center
87000 Overseas Highway, Islamorada, FL 33036

Second (Final) Public Budget Hearing
Date: **September 16, 2025**
Time: 5:30 p.m.
Place: Founders Park Community Center
87000 Overseas Highway, Islamorada, FL 33036

In the event that the Monroe County Board of County Commissioners or the School Board of Monroe County, Florida subsequently reschedules their budget hearings to conflict with one of the dates set for the Village's budget hearings, the Village Manager is authorized to change the date of either or both of the Village's budget hearings to comply with the relevant provisions of Florida Statutes.

Section 5. Authorization of Interim Finance Director and Village Manager. The Interim Finance Director and the Village Manager are authorized to perform the steps necessary to complete the Certification of Taxable Value using E-TRIM, the Department of Revenue's Internet-based system on or before August 4, 2025, as specified by the Monroe County Property Appraiser's Office.

Section 6. Authorization of Village Clerk. The Village Clerk is directed to send a certified copy of the resolution upon the Honorable Scott P. Russell, CFA, Property Appraiser of Monroe County, Florida, on or before August 4, 2025.

Section 7. Effective Date. This Resolution shall be effective immediately upon adoption.

PASSED AND ADOPTED this 22nd of July 2025 at _____ PM.

Motion to adopt by _____, seconded by _____.

FINAL VOTE AT ADOPTION
ISLAMORADA, VILLAGE OF ISLANDS

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

_____
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

FLORIDA

CERTIFICATION OF TAXABLE VALUE

DR-420
R. 5/12
Rule 12D-16.002
Florida Administrative Code
Effective 11/12

Year : 2025	County : Monroe
Principal Authority : Village of Islamorada Village Of Islands	Taxing Authority : Village of Islamorada Village Of Islands - Operating

SECTION I : COMPLETED BY PROPERTY APPRAISER

1.	Current year taxable value of real property for operating purposes	$ 7,031,228,646			(1)
2.	Current year taxable value of personal property for operating purposes	$ 74,174,584			(2)
3.	Current year taxable value of centrally assessed property for operating purposes	$ 0			(3)
4.	Current year gross taxable value for operating purposes *(Line 1 plus Line 2 plus Line 3)*	$ 7,105,403,230			(4)
5.	Current year net new taxable value (Add new construction, additions, rehabilitative improvements increasing assessed value by at least 100%, annexations, and tangible personal property value over 115% of the previous year's value. Subtract deletions.)	$ 59,591,087			(5)
6.	Current year adjusted taxable value *(Line 4 minus Line 5)*	$ 7,045,812,143			(6)
7.	Prior year FINAL gross taxable value from prior year applicable Form DR-403 series	$ 6,485,345,287			(7)
8.	Does the taxing authority include tax increment financing areas? If yes, enter number of worksheets (DR-420TIF) attached. If none, enter 0	☐ YES	☑ NO	Number 0	(8)
9.	Does the taxing authority levy a voted debt service millage or a millage voted for 2 years or less under s. 9(b), Article VII, State Constitution? If yes, enter the number of DR-420DEBT, *Certification of Voted Debt Millage* forms attached. If none, enter 0	☐ YES	☑ NO	Number 0	(9)

SIGN HERE	**Property Appraiser Certification**	I certify the taxable values above are correct to the best of my knowledge.
	Signature of Property Appraiser: Electronically Certified by Property Appraiser	Date : 6/27/2025 11:11:19 AM

SECTION II : COMPLETED BY TAXING AUTHORITY

If this portion of the form is not completed in FULL your taxing authority will be denied TRIM certification and possibly lose its millage levy privilege for the tax year. If any line is not applicable, enter -0-.

10.	Prior year operating millage levy *(If prior year millage was adjusted then use adjusted millage from Form DR-422)*	2.6500 per $1,000	(10)
11.	Prior year ad valorem proceeds *(Line 7 multiplied by Line 10, divided by 1,000)*	$ 17,186,165	(11)
12.	Amount, if any, paid or applied in prior year as a consequence of an obligation measured by a dedicated increment value *(Sum of either Lines 6c or Line 7a for all DR-420TIF forms)*	$ -0-	(12)
13.	Adjusted prior year ad valorem proceeds *(Line 11 minus Line 12)*	$ 17,186,165	(13)
14.	Dedicated increment value, if any *(Sum of either Line 6b or Line 7e for all DR-420TIF forms)*	$ -0-	(14)
15.	Adjusted current year taxable value *(Line 6 minus Line 14)*	$ 7,045,812,143	(15)
16.	Current year rolled-back rate *(Line 13 divided by Line 15, multiplied by 1,000)*	2.4392 per $1000	(16)
17.	Current year proposed operating millage rate	3.0 per $1000	(17)
18.	Total taxes to be levied at proposed millage rate *(Line 17 multiplied by Line 4, divided by 1,000)*	$ 21,316,210	(18)

Continued on page 2

19.	TYPE of principal authority (check one)	☐ County	☐ Independent Special District	(19)
		☑ Municipality	☐ Water Management District	
20.	Applicable taxing authority (check one)	☑ Principal Authority	☐ Dependent Special District	(20)
		☐ MSTU	☐ Water Management District Basin	
21.	Is millage levied in more than one county? (check one)	☐ Yes	☑ No	(21)

DEPENDENT SPECIAL DISTRICTS AND MSTUs STOP **STOP HERE - SIGN AND SUBMIT**

22.	Enter the total adjusted prior year ad valorem proceeds of the principal authority, all dependent special districts, and MSTUs levying a millage. *(The sum of Line 13 from all DR-420 forms)*	$ 17,186,165	(22)
23.	Current year aggregate rolled-back rate *(Line 22 divided by Line 15, multiplied by 1,000)*	2.4392 per $1,000	(23)
24.	Current year aggregate rolled-back taxes *(Line 4 multiplied by Line 23, divided by 1,000)*	$ 17,331,500	(24)
25.	Enter total of all operating ad valorem taxes proposed to be levied by the principal taxing authority, all dependent districts, and MSTUs, if any. *(The sum of Line 18 from all DR-420 forms)*	$ 21,316,210	(25)
26.	Current year proposed aggregate millage rate *(Line 25 divided by Line 4, multiplied by 1,000)*	3.0 per $1,000	(26)
27.	Current year proposed rate as a percent change of rolled-back rate *(Line 26 divided by Line 23, **minus 1**, multiplied by 100)*	22.99 %	(27)

First public budget hearing	Date :	Time :	Place :

SIGN HERE

Taxing Authority Certification	I certify the millages and rates are correct to the best of my knowledge. The millages comply with the provisions of s. 200.065 and the provisions of either s. 200.071 or s. 200.081, F.S.	
Signature of Chief Administrative Officer :		Date :
Title :	Contact Name and Contact Title :	
Mailing Address :	Physical Address :	
City, State, Zip :	Phone Number :	Fax Number :

Instructions on page 3

CERTIFICATION OF TAXABLE VALUE
INSTRUCTIONS

“Principal Authority” is a county, municipality, or independent special district (including water management districts).

“Taxing Authority” is the entity levying the millage. This includes the principal authority, any special district dependent to the principal authority, any county municipal service taxing unit (MSTU), and water management district basins.

Each taxing authority must submit to their property appraiser a DR-420 and the following forms, as applicable:

· DR-420TIF, Tax Increment Adjustment Worksheet
· DR-420DEBT, Certification of Voted Debt Millage
· DR-420MM-P, Maximum Millage Levy Calculation - Preliminary Disclosure

Section I: Property Appraiser

Use this DR-420 form for all taxing authorities except school districts. Complete Section I, Lines 1 through 9, for each county, municipality, independent special district, dependent special district, MSTU, and multicounty taxing authority. Enter only taxable values that apply to the taxing authority indicated. Use a separate form for the principal authority and each dependent district, MSTU and water management district basin.

Line 8

Complete a DR-420TIF for each taxing authority making payments to a redevelopment trust fund under Section 163.387 (2)(a), Florida Statutes or by an ordinance, resolution or agreement to fund a project or to finance essential infrastructure.

Check "Yes" if the taxing authority makes payments to a redevelopment trust fund. Enter the number of DR-420TIF forms attached for the taxing authority on Line 8. Enter 0 if none.

Line 9

Complete a DR-420DEBT for each taxing authority levying either a voted debt service millage (s.12, Article VII, State Constitution) or a levy voted for two years or less (s. 9(b), Article VII, State Constitution).

Check “Yes” if the taxing authority levies either a voted debt service millage or a levy voted for 2 years or less (s. 9(b), Article VII, State Constitution). These levies do not include levies approved by a voter referendum not required by the State Constitution. Complete and attach DR-420DEBT. Do not complete a separate DR-420 for these levies.

Send a copy to each taxing authority and keep a copy. When the taxing authority returns the DR-420 and the accompanying forms, immediately send the original to:

Florida Department of Revenue
Property Tax Oversight - TRIM Section
P. O. Box 3000
Tallahassee, Florida 32315-3000

Section II: Taxing Authority

Complete Section II. Keep one copy, return the original and one copy to your property appraiser with the applicable DR-420TIF, DR-420DEBT, and DR-420MM-P within 35 days of certification. Send one copy to the tax collector. “Dependent special district” (ss. 200.001(8)(d) and 189.403(2), F.S.) means a special district that meets at least one of the following criteria:

- The membership of its governing body is identical to that of the governing body of a single county or a single municipality.
- All members of its governing body are appointed by the governing body of a single county or a single municipality.
- During their unexpired terms, members of the special district's governing body are subject to removal at will by the governing body of a single county or a single municipality.
- The district has a budget that requires approval through an affirmative vote or can be vetoed by the governing body of a single county or a single municipality.

"Independent special district” (ss. 200.001(8)(e) and 189.403 (3), F.S.) means a special district that is not a dependent special district as defined above. A district that includes more than one county is an independent special district unless the district lies wholly within the boundaries of a single municipality.

“Non-voted millage” is any millage not defined as a “voted millage” in s. 200.001(8)(f), F.S.

Lines 12 and 14

Adjust the calculation of the rolled-back rate for tax increment values and payment amounts. See the instructions for DR-420TIF. On Lines 12 and 14, carry forward values from the DR-420TIF forms.

Line 24

Include only those levies derived from millage rates.

All TRIM forms for taxing authorities are available on our website at
http://floridarevenue.com/property/Pages/TRIM.aspx

Council Communication

To: Mayor and Village Council
From: Hatti Jenkins, Interim Finance Director
Date: July 22, 2025
SUBJECT: **Resolution Approving the FY 25-26 Stormwater Services Non-Ad Valorem Assessment Rate and Roll TAB 9**

Background:
On August 23, 2005, the Village Council adopted Ordinance No. 05-15 (the "Assessment Ordinance"), thereby authorizing the imposition of Stormwater Service Assessments against real property benefited by the Village's provision of Stormwater Management Services. Pursuant to this Assessment Ordinance, the Village imposed Stormwater Service assessments for the first time beginning in November 2005.

Analysis:
The funds generated by this assessment are used to fund stormwater service costs within the Village's Stormwater Utility Enterprise Fund. The Assessment Ordinance requires that the Village annually adopt a final rate resolution for each subsequent fiscal year. The attached Annual Rate Resolution for Fiscal Year 2025-2026 sets forth the rate of the assessment, approves the assessment roll, and directs and authorizes the method of collection. In accordance with the Assessment Ordinance, this public hearing is being held to allow citizen comment prior to the adoption of the Annual Rate Resolution and Assessment Roll. Notices of this public hearing were mailed only to property owners who have been added to the stormwater assessment roll since last fiscal year. A notice was also published in *The Key West Citizen* on July 16, 2025. This item will be discussed at the July 22 meeting and officially voted on during a special call meeting on August 5.

Budget Impact:
The proposed rate of $32.00 is estimated to generate gross revenue in the amount of $208,000.00 in Fiscal Year 2025-2026. This rate represents a 0% increase from the prior nine years' stormwater assessment rate. In addition to proposing a rate of $32.00 per Net Equivalent Stormwater Unit ("ESU") for the coming year, the Annual Rate Resolution also contains a maximum or 'not to exceed' assessment rate of $62.00 per Net ESU for future fiscal years. This would allow the Village to increase the assessment up to this maximum rate in future years, if desired, without the requirement to mail first-class notices to all properties, thereby saving approximately $5,000.00 in mailing costs per year.

Staff Impact:
The assessment program would be administered by the Village staff with the assistance of the Village's assessment consultant, Anser Advisory Services, similar to the other Village assessment programs.

Recommendation:
It is recommended that the Village Council pass and adopt the Annual Rate Resolution for Stormwater Management Services for Fiscal Year 2025-2026 beginning October 1, 2025 through September 30, 2026.

Attachments: 1. 2_Reso_FY 25-26 Stormwater

RESOLUTION NO. 25-

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, RELATING TO THE PROVISION OF STORMWATER MANAGEMENT SERVICES; REIMPOSING STORMWATER SERVICE ASSESSMENTS AGAINST CERTAIN REAL PROPERTY WITHIN ISLAMORADA, VILLAGE OF ISLANDS FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2025; APPROVING THE STORMWATER ASSESSMENT ROLL FOR THE STORMWATER SERVICE ASSESSMENTS; PROVIDING FOR COLLECTION OF THE STORMWATER SERVICE ASSESSMENTS; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Village Council of Islamorada, Village of Islands, Florida (the "Village"), has enacted Ordinance No. 05-15, the Stormwater Assessment Ordinance (the "Ordinance") relating to Stormwater Management, which authorizes the imposition of Stormwater Service Assessments against real property specially benefited by the Village's Stormwater Management Services; and

WHEREAS, the imposition of a Stormwater Service Assessment is an equitable and efficient method of allocating and apportioning the cost of the Village's Stormwater Management Service among parcels of property that are specially benefited thereby; and

WHEREAS, on August 9, 2007, the Village Council adopted Resolution No. 07-08-43, the Amended and Restated Initial Assessment Resolution for Stormwater Management Services (the "Initial Assessment Resolution"), and on September 6, 2007, the Village Council adopted Resolution No. 07-09-52 (the "Amended and Restated Final Assessment Resolution"), which identified the area within which the Village provides Stormwater Management Services and identified those properties to be specially benefited by the Village's Stormwater Management Services (the "Stormwater Service Area") and described the method of assessing the cost of the Village's Stormwater Management Services (the "Stormwater Service Cost") against Developed Property located within the Stormwater Service Area; and

WHEREAS, pursuant to the provisions of the Section 3.09 of the Ordinance, the Village is required to adopt an Annual Rate Resolution for each fiscal year to approve the Stormwater Assessment Roll for such fiscal year; and

WHEREAS, this Resolution shall serve as the Annual Rate Resolution for the Fiscal Year 2025-2026; and

WHEREAS, the Stormwater Assessment Roll has heretofore been filed with the office of the Village Manager, as provided for in Section 3.05 of the Ordinance; and

WHEREAS, as required by the terms of the Ordinance, notice of a public hearing has been published and mailed to each property owner proposed to be charged a Stormwater Service Assessment, notifying such property owner of the opportunity to be heard; the proof of publication and an affidavit of mailing are attached hereto as Appendices A and B respectively; and

WHEREAS, on July 22, 2025, a public hearing was duly held and comments and objections of all interested persons have been heard and considered as required by the Ordinance.

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

Section 1. Authority. This Resolution is adopted pursuant to the provisions of the Ordinance, the Initial Assessment Resolution, the Amended and Restated Final Assessment Resolution, Sections 166.021 and 166.041, Florida Statutes, and other applicable provisions of law.

Section 2. Definitions. This Resolution constitutes the Annual Rate Resolution as defined in the Ordinance for the imposition of Stormwater Service Assessments. All capitalized

terms in this Resolution shall have the meanings defined in the Ordinance, the Initial Assessment Resolution and the Amended and Restated Final Assessment Resolution.

Section 3. Approval of Stormwater Assessment Roll. The Stormwater Assessment Roll, which is currently on file in the office of the Village Manager and incorporated herein by reference, is hereby approved.

Section 4. Stormwater Service Assessments.

(A) It is hereby ascertained, determined, and declared that each parcel of Assessed Property within the Stormwater Service Area will be specially benefited by the Village's provision of Stormwater Management Services in an amount not less than the Stormwater Service Assessment for such parcel, computed in the manner set forth in the Initial Assessment Resolution. Adoption of this Annual Rate Resolution constitutes a legislative determination that all parcels assessed derive a special benefit in a manner consistent with the legislative declarations, determinations and findings as set forth in the Ordinance and the Initial Assessment Resolution from the Stormwater Management Services to be provided and a legislative determination that the Stormwater Service Assessments are fairly and reasonably apportioned among the properties that receive the special benefit as set forth in the Initial Assessment Resolution.

(B) The method for computing and apportioning the Stormwater Service Assessments described in the Initial Assessment Resolution is hereby approved.

(C) For the Fiscal Year beginning October 1, 2025, the Stormwater Service Cost of $208,000 shall be allocated among all parcels of Assessed Property, based upon each parcel's number of Net Equivalent Stormwater Units ("ESU"). An annual rate of assessment equal to $32.00 per Net ESU is hereby imposed for each Tax Parcel of Developed Property. Stormwater Service

Assessments for Stormwater Management Services in the amounts set forth in the Stormwater Assessment Roll, as herein approved, are hereby levied and imposed on all parcels of Assessed Property described in the Stormwater Assessment Roll.

(D) The above rates of assessment are hereby approved. Except as otherwise provided herein, Stormwater Service Assessments for Stormwater Management Services in the amounts set forth in the updated Stormwater Assessment Roll, as approved herein, are hereby levied and imposed on all parcels of Assessed Property described in such Stormwater Assessment Roll for the Fiscal Year beginning October 1, 2025.

(E) As authorized in Section 3.09 of the Ordinance, a maximum assessment rate of $62.00 per Net ESU is hereby approved for future fiscal years. This amount can be imposed in future fiscal years without additional notice but is not required to be imposed.

(F) The Stormwater Service Assessments shall constitute a lien upon the Tax Parcels so assessed equal in rank and dignity with the liens of all state, county, district or municipal taxes and non-ad valorem assessments. Except as otherwise provided by law, such lien shall be superior in dignity to all other liens, titles, and claims, until paid. The lien for the Stormwater Service Assessments shall be deemed perfected upon adoption by the Village Council of this Annual Rate Resolution and shall attach to the property included on the Stormwater Assessment Roll as of the prior January 1, the lien date for ad valorem taxes.

Section 5. Collection of Stormwater Service Assessments. The Stormwater Service Assessments shall be collected pursuant to the Uniform Assessment Collection Act, as provided for in Section 4.01 of the Ordinance. The Village Manager is hereby authorized and directed to certify and deliver or cause the certification and delivery of the Stormwater Assessment Roll for

the Stormwater Service Assessments to the Tax Collector by September 15, 2025, in the manner prescribed by Section 197.3632, Florida Statutes. The Stormwater Assessment Roll for the Stormwater Service Assessments, as delivered to the Tax Collector, shall be accompanied by a Certificate to Non-Ad Valorem Assessment Roll in substantially the form attached hereto as Appendix C.

Section 6. Effect of Adoption of Resolution. The adoption of this Annual Rate Resolution shall be the final adjudication of the issues presented herein (including, but not limited to, the apportionment methodology, the rate of assessment, the adoption of the Stormwater Assessment Roll and the levy and lien of the Stormwater Service Assessments), unless proper steps shall be initiated in a court of competent jurisdiction to secure relief within twenty (20) days from the date of this Annual Rate Resolution.

Section 7. Severability. If any clause, section, or other part or application of this Resolution is held by any court of competent jurisdiction to be unconstitutional or invalid, in part or application, it shall not affect the validity of the remaining portions or application of this Resolution.

Section 8. Effective Date. This Resolution shall take effect immediately upon its adoption.

[REMAINDER OF 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	_____
Councilmember Deb Gillis	_____
Councilmember Anna Richards	_____
Councilmember Steve Friedman	_____

PASSED AND ADOPTED ON THIS 5TH DAY OF AUGUST 2025.

_____
SHARON MAHONEY, MAYOR

ATTEST:

_____
MARNE MCGRATH, VILLAGE CLERK

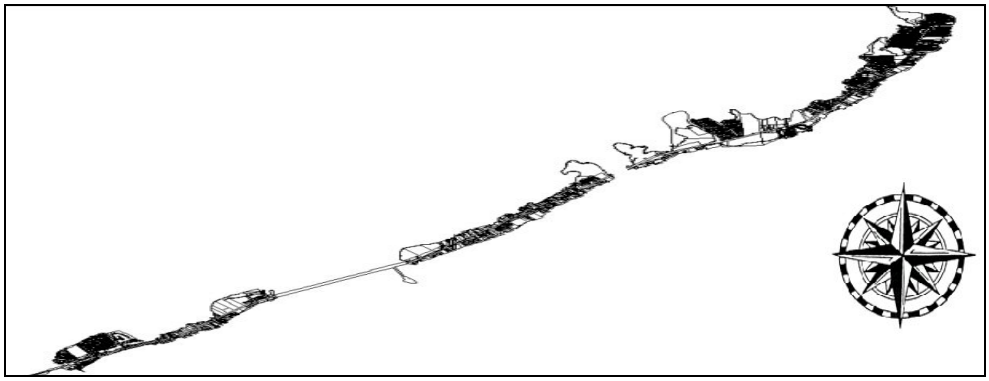
APPROVED AS TO FORM AND LEGALITY
FOR THE USE AND BENEFIT OF ISLAMORADA,
VILLAGE OF ISLANDS ONLY

_____
JOHN J. QUICK, VILLAGE ATTORNEY

APPENDIX B

NOTICE MAILED TO PROPERTY OWNERS

ISLAMORADA, VILLAGE OF ISLANDS
FLORIDA
FROM MILE MARKER 90.8 ON NORTH TO MILE MARKER 72.5 ON SOUTH



NOTICE OF HEARING TO IMPOSE AND PROVIDE FOR COLLECTION OF NON-AD VALOREM ASSESSMENTS FOR STORMWATER SERVICE

Notice is hereby given that the Village Council of Islamorada, Village of Islands, Florida, will conduct a public hearing to consider reimposing Stormwater Service Assessments in the area receiving Stormwater Management Service from the Village, as shown above, and to authorize collection of such assessments on the tax bill. The hearing will be held at 5:30 p.m. or as soon thereafter as possible on July 22, 2025, and will be continued until August 5, 2025 at 5:30 p.m. or as soon thereafter as possible at Founders Park Community Center, 87000 Overseas Highway, Islamorada, Florida. In accordance with the Americans with Disabilities Act, persons needing a special accommodation or an interpreter to participate in this proceeding should contact the Village Clerk at (305) 664-6412 at least seven (7) days prior to the date of the hearing. All affected property owners have a right to appear at the hearing and to file written objections with the Village Council. All written objections to the non-ad valorem assessments must be filed with the Village Council within twenty (20) days of this notice. Any person wishing to appeal any decision of the Village Council with respect to any matter considered will need a record of the proceedings and may wish to ensure that a verbatim record of the proceedings is made.

The Stormwater Service Assessments are proposed to fund the Village's cost to provide Stormwater Management Service in the area shown above. The Stormwater Service Assessments are based upon the estimated amount of stormwater runoff generated by impervious surface on the property. Impervious surfaces include the roof top, patios, driveways, parking lots and similar areas. The Village has determined that the average single-family residence in the Stormwater Service Area includes 3,322 square feet of impervious surface, which is defined as the "equivalent stormwater unit value" or "ESU Value." The annual Stormwater Service Assessment rate for the Fiscal Year 2025-26 and for future fiscal years will be $32.00 for each Net ESU. The maximum annual Stormwater Service Assessment rate for Fiscal Year 2025-26 and for future fiscal years will be $62.00 for each Net ESU. The total annual assessment revenue to be collected within the Village of Islamorada for the upcoming Fiscal Year is estimated to be $208,000.

Generally, the number of ESUs was calculated individually for each parcel of property by dividing the impervious surface area by 3,322 square feet. Credit for privately maintained Stormwater management facilities and other factors affecting the quantity or quality of Stormwater runoff has also been applied, resulting in an assignment of Net ESUs. A more specific description is set forth in the amended and restated Initial Assessment Resolution adopted by the Village Council on August 9, 2007. Copies of the amended and restated Initial Assessment Resolution, the amended and restated Final Assessment Resolution, and the updated assessment roll are available for inspection at the Office of the Village Clerk located at 86800 Overseas Highway, Islamorada, Florida.

The Stormwater Service Assessments will be collected on the ad valorem tax bill to be mailed in November 2025, as authorized by Section 197.3632, Florida Statutes. Failure to pay the Stormwater Service Assessment will cause a tax certificate to be issued against the assessed property which may result in a loss of title to your property.

If you have any questions, please contact the Village at (305) 664-6446, Monday through Friday between 8:00 a.m. and 5:00 p.m.

VILLAGE COUNCIL OF ISLAMORADA,
VILLAGE OF ISLANDS, FLORIDA

APPENDIX C

FORM OF CERTIFICATE TO
NON-AD VALOREM ASSESSMENT ROLL

CERTIFICATE
TO
NON-AD VALOREM ASSESSMENT ROLL

I HEREBY CERTIFY that, I am the Mayor of the Village Council of Islamorada, Village of Islands, Florida (the "Village"); as such I have satisfied myself that all property included or includable on the non-ad valorem assessment roll for stormwater management services (the "Non-Ad Valorem Assessment Roll") for the Village is properly assessed so far as I have been able to ascertain; and that all required extensions on the above described roll to show the non-ad valorem assessments attributable to the property listed therein have been made pursuant to law.

I FURTHER CERTIFY that, in accordance with the Uniform Assessment Collection Act, this certificate and the herein described Non-Ad Valorem Assessment Roll will be delivered to the Monroe County Tax Collector by September 15, 2024.

IN WITNESS WHEREOF, I have subscribed this certificate and directed the same to be delivered to the Monroe County Tax Collector and made part of the above described Non-Ad Valorem Assessment Roll this _____ day of _____, 2024.

ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA

By:_____
Sharon Mahoney, Mayor

[to be delivered to the Monroe County Tax Collector prior to September 15, 2024]

Council Communication

To: Mayor and Village Council
From: Hatti Jenkins, Interim Finance Director
Date: July 22, 2025
SUBJECT: **Resolution Approving the FY 25-26 Final Solid Waste Non-Ad Valorem Assessment Rate for Residential Services and Roll TAB 10**

Background:
On August 5, 1999, the Village Council of Islamorada, Village of Islands adopted Ordinance No. 99-11 (the "Assessment Ordinance") thereby authorizing the imposition and collection of annual solid waste service assessments for residential parcels within the Village. The Assessment Ordinance requires that the Village adopt both a Preliminary Rate Resolution and a final Annual Rate Resolution for each fiscal year to establish the rate of the assessment, approve the assessment roll, and direct and authorize the method of collection.

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.

On June 10, 2025, pursuant to the Assessment Ordinance, the Village Council adopted Preliminary Rate Resolution No. 25-06-43, thereby initiating the annual process for updating the Solid Waste Service Assessment Roll and directing the re-imposition of assessments for the fiscal year beginning October 1, 2025 through September 30, 2026 (FY 2025-2026). The Preliminary Rate Resolution described the assessment program and the method of apportionment, set a public hearing date for final consideration, and authorized the mailing and publishing of notifications to affected property owners. Accordingly, a notice was also published in *The Key West Citizen* on July 16, 2025. This item will be discussed at the July 22 meeting and officially voted on during a special call meeting on August 5. Notices were mailed only to property owners who have been added to the solid waste assessment roll since last fiscal year.

Analysis:
The purpose of this public hearing is to allow for citizen comment prior to final adoption of the Annual Assessment Resolution and assessment roll. This assessment provides funding for residential solid waste collection and associated administrative/staff costs. The revised proposed Annual Rate Resolution for the FY 2025-2026 Solid Waste Service Assessment establishes an assessment rate of $510 per residential dwelling unit for FY 2024-2025. This rate represents a 4.08% increase from the prior year's solid waste assessment rate.

Budget Impact:

The assessment roll for the Fiscal Year 2025-2026 is estimated to include 4,423 dwelling units within the Village. At the rate of $510.00 per unit, the projected net revenue from this assessment for FY 2025-2026 is $2,255,730 (based on an assumed 97% collection rate). Final determination of revenue would be based on the total number of dwelling units on the updated certified tax roll for this fiscal year.

This resolution also includes a maximum or ‘not to exceed’ assessment rate of $550.00 per unit for future fiscal years. This would allow the Village to increase the assessment up to this maximum rate in future years, if needed, without the requirement to mail first-class notices to all properties. This was also done in prior years’ resolutions and resulted in a savings of approximately $5,000.00 in mailing costs for those years.

Once the Annual Rate Resolution is adopted, the assessment roll must be certified by September 15, 2025, in order to be collected by the Monroe County Tax Collector. Collection of the special assessments and ad valorem taxes begins in November 2025.

Staff Impact:
The assessment program would be administered by the Village staff with assistance from its assessment consultant, Anser Advisory Services.

Recommendation:
It is recommended that the Village Council adopt the attached Final Annual Rate Resolution for the FY 2025-2026 Solid Waste Service Assessment beginning October 1, 2025 through September 30, 2026.

Attachments: 1. 2_Reso_FY25-26_Solid Waste

RESOLUTION NO. 25-

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, RELATING TO THE COLLECTION AND DISPOSAL OF SOLID WASTE IN ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA; REIMPOSING SOLID WASTE SERVICE ASSESSMENTS AGAINST ASSESSED PROPERTY LOCATED WITHIN ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 202; APPROVING THE RATE OF ASSESSMENT; APPROVING THE ASSESSMENT ROLL; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Village Council of Islamorada, Village of Islands, Florida (the "Village"), has enacted Ordinance No. 99-11 (the "Ordinance"), which authorizes the annual re-imposition of annual Solid Waste Service Assessments for Solid Waste collection and disposal services, facilities or programs against certain Assessed Property within 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, the Village Council desires to reimpose an annual Solid Waste collection and disposal assessment program within the Village, using the tax bill collection method for Fiscal Year 2023-2024, beginning on October 1, 2025 through September 30, 2026; and

WHEREAS, on June 10, 2024, pursuant to Chapter 46, Article III, Division 2, Section 46-93 of the Village Code of Ordinances, the Village Council adopted Resolution No. 25-06-43 (the "Preliminary Rate Resolution") containing a brief and general description of the Solid Waste collection and disposal services, facilities or programs to be provided to Assessed Property, describing the method of apportioning the Solid Waste Cost to compute the Solid Waste Service

Assessment for Solid Waste collection and disposal services, facilities or programs against Residential Property, designating a rate of assessment, and directing preparation of the Assessment Roll and providing the notice required by the Ordinance; and

WHEREAS, in order to reimpose Solid Waste Service Assessments for Fiscal Year 2024-2025, the Ordinance requires that the Village, after hearing comments and objections of all interested parties, adopt an Annual Rate Resolution during its budget adoption process for each Fiscal Year, which establishes the rate of assessment and approves the Assessment Roll for the upcoming Year, with such amendments as the Village Council deems appropriate; and

WHEREAS, the updated Solid Waste Service Assessment Roll has heretofore been filed with the office of the Village Manager and made available for inspection by the public as provided for in Section 2.03 of the Ordinance; and

WHEREAS, as required by the Ordinance, notice of a public hearing has been published and mailed to each Owner of Residential Property proposed to be charged a Solid Waste Service Assessment, notifying such Owners of the opportunity to be heard; the proof of publication and an affidavit of mailing are attached hereto as Appendices A and B respectively; and

WHEREAS, on July 22, 2024, a public hearing was duly held, and comments and objections of all interested persons have been heard and considered as required by the Ordinance.

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

Section 1. Authority. This Resolution is adopted pursuant to the provisions of Ordinance No. 99-11; Resolution No. 99-08-39, as amended (the "Initial Assessment Resolution"); Resolution No. 99-09-49 (the "Final Assessment Resolution"); Resolution No. 23-07-75 (the "Preliminary Rate Resolution"); Article VIII, Section 2, Florida Constitution; Sections 166.021 and 166.041, Florida Statutes; and other applicable provisions of law.

Section 2. Definitions and Interpretation. This Resolution constitutes the Annual Rate Resolution as defined in the Ordinance for the imposition of Solid Waste Service Assessments. All capitalized terms in this Resolution shall have the meanings defined in the Ordinance, the Initial Assessment Resolution, the Final Assessment Resolution, and the Preliminary Rate Resolution.

Section 3. Approval of Assessment Roll. The Solid Waste Service Assessment Roll, which is currently on file in the office of the Village Manager and incorporated herein by reference, is hereby approved. The parcels of Assessed Property described in the Assessment Roll are hereby found to be specially benefited by the provision of Solid Waste collection and disposal services, facilities or programs described in the Preliminary Rate Resolution in the amount of the Solid Waste Service Assessment set forth in the updated Solid Waste Service Assessment Roll.

Section 4. Re-imposition of Solid Waste Service Assessments.

(A) It is hereby ascertained, determined and declared that each parcel of Assessed Property within the Village will be benefited by the Village's provision of Solid Waste collection and disposal services, facilities or programs in an amount not less than the Solid Waste Service Assessment for such parcel, computed in the manner set forth in the Preliminary Rate Resolution.

Adoption of this Annual Rate Resolution constitutes a legislative determination that all parcels assessed derive a special benefit, as set forth in the Ordinance, the Initial Assessment Resolution, the Final Assessment Resolution, and the Preliminary Rate Resolution, from the Solid Waste collection and disposal services, facilities or programs to be provided and a legislative determination that the Solid Waste Service Assessments are fairly and reasonably apportioned among the Residential Properties that receive the special benefit as set forth in the Preliminary Rate Resolution.

(B) The method for computing Solid Waste Service Assessments described in the Preliminary Rate Resolution is hereby approved.

(C) For the Fiscal Year beginning October 1, 2025, the Solid Waste Cost of $2,255,730 shall be allocated among all parcels of Assessed Property, based upon each parcel's classification as Residential Property and the number of Dwelling Units for such parcels. An annual rate of assessment equal to $510.00 for solid waste and collection disposal services is hereby imposed for each Dwelling Unit. Solid Waste Service Assessments for Solid Waste collection and disposal services, facilities or programs in the amounts set forth in the Assessment Roll, as herein approved, are hereby levied and imposed on all parcels of Assessed Property described in the Assessment Roll.

(D) For future fiscal years, as authorized in Section 2.08 of the Ordinance, a maximum assessment rate of $550.00 per Dwelling Unit for solid waste and collection disposal services is hereby approved. This amount can be imposed in future fiscal years without additional notice but is not required to be imposed.

(E) Any shortfall in the expected Solid Waste Service Assessment proceeds due to any reduction or exemption from payment of the Solid Waste Service Assessments required by law or authorized by the Council shall be supplemented by any legally available funds, or combination of such funds, and shall not be paid for by proceeds or funds derived from the Solid Waste Service Assessments.

(F) Such Solid Waste Service Assessments shall constitute a lien upon the Assessed Property so assessed equal in rank and dignity with the liens of all state, county, district or municipal taxes and other non-ad valorem assessments. Except as otherwise provided by law, such lien shall be superior in dignity to all other liens, titles and claims, until paid. The lien for Solid Waste Service Assessments shall be deemed perfected upon adoption by the Village Council of this Annual Rate Resolution. Upon perfection, the lien for Solid Waste Service Assessments collected under the Uniform Assessment Collection Act shall attach to the property included on the roll as of the prior January 1, the lien date for ad valorem taxes.

Section 5. Collection of Solid Waste Service Assessments. The Solid Waste Service Assessments shall be collected pursuant to the Uniform Assessment Collection Act, as provided for in Section 3.01 of the Ordinance. The Village Manager is hereby authorized and directed to certify and deliver or cause the certification and delivery of the Solid Waste Assessment Roll for the Solid Waste Service Assessments to the Tax Collector by September 15, 2025, in the manner prescribed by Section 197.3632, Florida Statutes. The Solid Waste Service Assessment Roll, as delivered to the Tax Collector, shall be accompanied by a Certificate to Non-Ad Valorem Assessment Roll in substantially the form attached hereto as Appendix C.

Section 6. Confirmation of Preliminary Rate Resolution. The Preliminary Rate Resolution is hereby confirmed.

Section 7. Effect of Adoption of Resolution. The adoption of this Annual Rate Resolution shall be the final adjudication of the issues presented herein (including, but not limited to, the apportionment methodology, the rate of assessment, the adoption of the Solid Waste Service Assessment Roll and the levy and lien of the Solid Waste Service Assessments) unless proper steps shall be initiated in a court of competent jurisdiction to secure relief within twenty (20) days from the date of this Annual Rate Resolution.

Section 8. Severability. If any clause, section, or other part or application of this Resolution is held by any court of competent jurisdiction to be unconstitutional or invalid, in part or application, it shall not affect the validity of the remaining portions or application of this Resolution.

Section 9. Effective Date. This Resolution shall take effect immediately upon its passage and adoption.

Motion to adopt by _____, seconded by _____.

FINAL VOTE AT ADOPTION

VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS

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

PASSED AND ADOPTED ON THIS 5TH DAY OF AUGUST 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

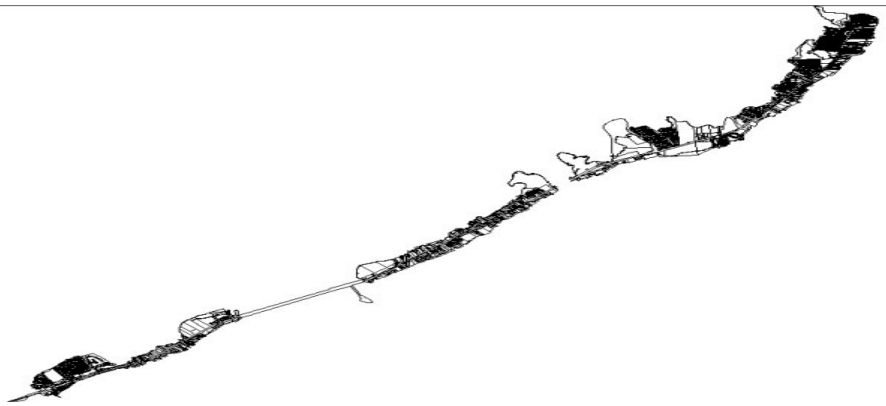
APPENDIX A

AFFIDAVIT REGARDING
NOTICE MAILED TO PROPERTY OWNERS

APPENDIX B

PROOF OF PUBLICATION

NOTICE OF HEARING TO REIMPOSE AND PROVIDE FOR COLLECTION OF SOLID WASTE SERVICE SPECIAL ASSESSMENTS



Notice is hereby given that the Village Council of Islamorada, Village of Islands, will conduct a public hearing to consider reimposing solid waste service assessments for the Fiscal Year beginning October 1, 2025, against certain improved residential properties located within the incorporated area of the Village, to fund the cost of solid waste collection and disposal services, facilities and programs provided to such properties and to authorize collection of such assessments on the tax bill.

The public hearing will be held at 5:30 p.m. on July 22, 2025, and will be continued until August 5, 2025 at 5:30 p.m. or as soon thereafter as possible at Founders Park Community Center, 87000 Overseas Highway, Islamorada, Florida, for the purpose of receiving public comment on the proposed assessments. All affected property owners have a right to appear at the hearing and to file written objections with the Village Council within 20 calendar days of the date of this notice. If a person decides to appeal any decision made by the Village Council with respect to any matter considered at the hearing, such person will need a record of the proceedings and may need to ensure that a verbatim record is made, including the testimony and evidence upon which the appeal is to be made. In accordance with the Americans with Disabilities Act, persons needing a special accommodation or an interpreter to participate in this proceeding should contact the Village Clerk at (305) 664-6412, at least seven (7) days prior to the date of the hearing.

The total annual solid waste assessment revenue to be collected within the Village of Islamorada for the upcoming fiscal year is estimated to be $2,255,730. The rate of assessment for the upcoming fiscal year shall be $510.00 per Dwelling Unit. The maximum rate of assessment that can be imposed in the fiscal year commencing October 1, 2025 and future fiscal years shall be $550.00 per Dwelling Unit. Copies of the Solid Waste Service Assessment Ordinance (Ordinance No. 99-11), the Initial Assessment Resolution (Resolution No. 99-08-39), the Final Assessment Resolution (Resolution No. 99-09-49), the Preliminary Rate Resolution initiating the annual process of updating the Assessment Roll and reimposing the Solid Waste Service Assessments, and the updated Assessment Roll for the upcoming fiscal year are available for inspection at the Village Clerk's office, located at 86800 Overseas Highway, Islamorada, Florida.

If you have any questions, please contact the Village at (305) 664-6446, Monday through Friday between 8:00 a.m. and 5:00 p.m.

The assessments will be collected on the ad valorem tax bill to be mailed in November 2025, as authorized by section 197.3632, Florida Statutes. Failure to pay the assessments will cause a tax certificate to be issued against the property which may result in a loss of title.

VILLAGE COUNCIL OF
ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA

APPENDIX C

FORM OF CERTIFICATE TO
NON AD-VALOREM ASSESSMENT ROLL

CERTIFICATE
TO
NON-AD VALOREM ASSESSMENT ROLL

I HEREBY CERTIFY that, I am the Mayor of Islamorada, Village of Islands, Florida or the authorized agent of Islamorada, Village of Islands, Florida (the "Village"); as such I have satisfied myself that all property included or includable on the non-ad valorem assessment roll for solid waste services (the "Non-Ad Valorem Assessment Roll") for the Village is properly assessed so far as I have been able to ascertain; and that all required extensions on the above described roll to show the non-ad valorem assessments attributable to the property listed therein have been made pursuant to law.

I FURTHER CERTIFY that, in accordance with the Uniform Assessment Collection Act, this certificate and the herein described Non-Ad Valorem Assessment Roll will be delivered to the Monroe County Tax Collector by September 15, 2025.

IN WITNESS WHEREOF, I have subscribed this certificate and directed the same to be delivered to the Monroe County Tax Collector and made part of the above described Non-Ad Valorem Assessment Roll this _____ day of _____, 2025.

ISLAMORADA, VILLAGE OF ISLANDS,
FLORIDA

By:_____
Sharon Mahoney, Mayor

[to be delivered to the Monroe County Tax Collector prior to September 15, 2025]

Council Communication

To: Mayor and Village Council
From: Hatti Jenkins, Interim Finance Director
Date: July 22, 2025
SUBJECT: **Resolution Approving FY 25-26 North Plantation Key Non-Ad Valorem Assessment Rate and Roll TAB 11**

Background:
On August 23, 2005, the Village Council adopted Ordinance No. 05-16 (the "Assessment Ordinance") authorizing the creation of assessment areas and authorizing the imposition of special assessments to fund the construction of local improvements.

On August 23, 2005, pursuant to the Assessment Ordinance, the Village Council adopted Resolution No. 05-08-42 (the "Initial Assessment Resolution") and on September 15, 2005, the Village Council adopted Resolution No. 05-09-49, (the "Final Assessment Resolution"), thereby creating the North Plantation Key Assessment Area and levying special assessments against property within this area of the Village to fund the cost of construction of the North Plantation Key wastewater collection and treatment system, for a period not to exceed thirty (30) years, commencing November 2005.

On September 9, 2010, the Village Council amended the Initial Assessment Resolution and adopted Resolution No. 10-08-53 thereby changing the methodology for assessment of laundry facilities within the North Plantation Key Assessment Area and providing that a laundry facility shall be counted as having one (1) Equivalent Dwelling Unit ("EDU").

The Assessment Ordinance requires that the Village hold a public hearing to adopt an Annual Assessment Resolution for each subsequent fiscal year. This Annual Assessment Resolution establishes the rate of the assessments, approves the assessment roll, and directs and authorizes the method of collection.

Analysis:
The proposed Annual Assessment Resolution for the North Plantation Key Assessment Area for Fiscal Year 2025-2026 is the twenty-first year of the 30-year assessment. In accordance with the Assessment Ordinance, a notice was also published in *The Key West Citizen* on July 16, 2025. This item will be discussed at the July 22 meeting and officially voted on during a special call meeting on August 5. This public hearing is being held to allow citizen comment prior to the final adoption of the Annual Assessment Resolution and assessment roll.

Budget Impact:
The proposed Annual Assessment Resolution would continue the current annual rates for the North Plantation Key wastewater improvements at a maximum of $106.96 per EDU and a

maximum of $340.55 per Connection. The North Plantation Key assessment is estimated to generate total gross revenue in the amount of $371,000 in Fiscal Year 2025-2026. The funds generated by this assessment will be used to pay debt service obligations on debt incurred to fund construction of the North Plantation Key wastewater collection and treatment system.

Staff Impact:
The assessment program would continue to be administered by the Village staff with assistance from its assessment consultant, Anser Advisory Services.

Recommendation:
It is recommended that the Village Council adopt the attached Annual Rate Resolution for the North Plantation Key Wastewater Assessment Area for the Fiscal Year 2025-2026, beginning October 1, 2025 through September 30, 2026. The assessments would appear on the November 2025 real estate tax bills.

Attachments: 1. 2_Reso_FY25-26_NPK Wastewater

RESOLUTION NO. 25-

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, RELATING TO THE CONSTRUCTION AND FUNDING OF WASTEWATER COLLECTION AND TREATMENT FACILITIES WITHIN THE NORTH PLANTATION KEY ASSESSMENT AREA; REIMPOSING SPECIAL ASSESSMENTS FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2025; APPROVING THE ASSESSMENT ROLL; PROVIDING FOR COLLECTION OF THE ASSESSMENTS; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, on August 23, 2005, the Village Council ("Council") of Islamorada, Village of Islands, Florida (the "Village"), enacted Ordinance No. 05-16 (the "Ordinance"), to provide for the creation of assessment areas and to authorize the imposition of special assessments to fund the construction of local wastewater improvements to serve the property located therein; and

WHEREAS, on August 23, 2005, the Council adopted Resolution No. 05-08-42 (the "Initial Assessment Resolution") and on September 15, 2005, the Council adopted Resolution No. 05-09-49, (the "Final Assessment Resolution"), thereby proposing creation of the North Plantation Key Assessment Area and describing the method of assessing the cost of Wastewater Collection and Treatment Facilities against the real property specially benefited thereby; and

WHEREAS, On September 9, 2010, the Council amended the Initial Assessment Resolution and adopted Resolution No. 10-08-53 thereby changing the methodology for assessment of Laundry Facility within the Assessment Area and providing that a Laundry Facility shall be counted as having one (1) Equivalent Dwelling Unit ("EDU"); and

WHEREAS, the Council desires to reimpose the Assessment to fund the Wastewater Collection and Treatment Facilities in the North Plantation Key Assessment Area for the Fiscal Year beginning October 1, 2025; and

WHEREAS, pursuant to the provisions of the Ordinance, the Village is required to adopt an Annual Assessment Resolution for each fiscal year to approve the assessment rolls for such fiscal year; and

WHEREAS, properties in the North Plantation Key Assessment Area will accordingly be subject to the previously established assessment amount imposed to fund the Wastewater Collection and Treatment Facilities in the North Plantation Key Assessment Area; and

WHEREAS, the Assessment Roll has heretofore been filed with the office of the Village Manager, as required by the Ordinance; and

WHEREAS, a notice of a public hearing was published which provides notice to all interested persons of an opportunity to be heard; the proof of publication is attached hereto as Appendix A; and

WHEREAS, a public hearing was held on July 22, 2025, to consider comments and objections of all interested persons, as required by the terms of the Ordinance.

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 Ordinance, the Initial Assessment Resolution (as amended), the Final Assessment Resolution, Sections 166.021 and 166.041, Florida Statutes, and other applicable provisions of law.

SECTION 3. DEFINITIONS. This Resolution is the Annual Assessment Resolution as defined in the Ordinance. All capitalized terms in this Resolution shall have the meanings defined

in the Ordinance, the Initial Assessment Resolution (as may have been amended), the Final Assessment Resolution and the Preliminary Rate Resolution.

SECTION 4. Reimposition of Annual Assessments to Fund Wastewater Treatment and Collection Facilities.

(A) The Tax Parcels described in the Assessment Roll are hereby found to be specially benefited by construction of the Wastewater Collection and Treatment Facilities in the amount of the maximum annual Assessment set forth in the Assessment Roll. The methodology for computing annual Assessments described in the Initial Assessment Resolution (as amended) and the Final Assessment Resolution is hereby approved.

(B) For the Fiscal Year beginning October 1, 2025, Annual Assessments computed in the manner described in the Initial Assessment Resolution (as amended) and the Final Assessment Resolution are hereby levied and imposed on all Tax Parcels described in the Assessment Roll at a maximum annual rate of $106.96 per EDU and a maximum annual rate of $340.55 per Connection, for a period not to exceed thirty (30) years, commencing in November 2005.

SECTION 5. Approval of Assessment Roll. The Assessment Roll for the North Plantation Key Assessment Area, currently on file with the Village Manager and incorporated herein by reference, is hereby approved.

SECTION 6. **Assessment Liens**.

(A) The Assessments shall constitute a lien against assessed property equal in rank and dignity with the liens of all state, county, district or municipal taxes and other non-ad valorem assessments. Except as otherwise provided by law, such lien shall be superior in dignity to all other liens, titles and claims, until paid. The lien shall be deemed perfected upon adoption by the

Council of the Annual Assessment Resolution and shall attach to the property included on the Assessment Roll as of the prior January 1, the lien date for ad valorem taxes.

(B) As to any Tax Parcel that is acquired by a public entity through condemnation, negotiated sale or otherwise prior to adoption of the next Annual Assessment Resolution, the Adjusted Prepayment Amount shall constitute a lien against assessed property equal in rank and dignity with the liens of all state, county, district or municipal taxes and other non-ad valorem assessments. Except as otherwise provided by law, such lien shall be superior in dignity to all other liens, titles and claims, until paid. The lien shall be deemed perfected upon adoption by the Council of the Annual Assessment Resolution and shall attach to the property included on the Assessment Roll upon adoption of the Annual Assessment Resolution.

SECTION 7. Collection of Assessments. The Assessments shall be collected pursuant to the Uniform Assessment Collection Act. Upon adoption of the Annual Assessment Resolution, the Village Manager shall cause the certification and delivery of the Assessment Roll to the Tax Collector by September 15, 2025, in the manner prescribed by the Uniform Assessment Collection Act. The Assessment Roll, as delivered to the Tax Collector, shall be accompanied by a Certificate to Non-Ad Valorem Assessment Roll in substantially the form attached hereto as Appendix B.

SECTION 8. Severability. If any clause, section, or other part or application of this Resolution is held by any court of competent jurisdiction to be unconstitutional or invalid, in part or application, it shall not affect the validity of the remaining portions or application of this Resolution.

SECTION 9. Effect of Adoption of Resolution. The adoption of this Annual Assessment Resolution shall be the final adjudication of the issues presented herein (including,

but not limited to, the method of apportionment, the rate of assessment, the Assessment Roll, and the levy and lien of the North Plantation Key Assessment for the Wastewater Collection and Treatment Facilities) unless proper steps shall be initiated in a court of competent jurisdiction to secure relief within twenty (20) days from the date of this Annual Assessment Resolution.

SECTION 10. EFFECTIVE DATE. This Preliminary Rate Resolution shall take effect immediately upon its adoption.

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Motion to adopt by Councilmember_____, seconded by

_____.

FINAL VOTE AT ADOPTION

VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS

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

PASSED AND ADOPTED ON THIS 5TH DAY OF AUGUST 2025.

_____
SHARON MAHONEY, MAYOR

ATTEST:

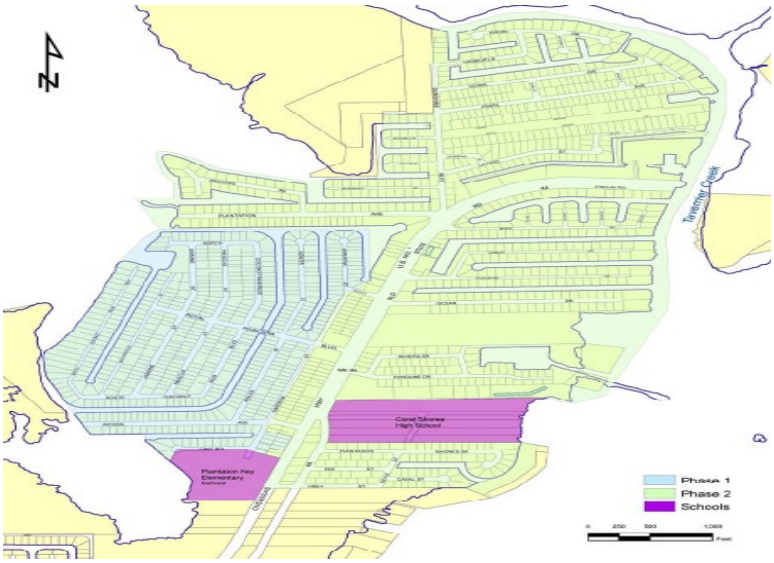
_____
MARNE MCGRATH, VILLAGE CLERK

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

_____
JOHN J. QUICK, VILLAGE ATTORNEY

APPENDIX A

PROOF OF PUBLICATION



NOTICE OF HEARING TO REIMPOSE AND PROVIDE FOR COLLECTION OF ASSESSMENTS FOR WASTEWATER COLLECTION AND TREATMENT FACILITIES FOR NORTH PLANTATION KEY AND NORTH PLANTATION KEY SUPPLEMENTAL

Notice is hereby given that the Village Council of Islamorada, Village of Islands, will conduct a public hearing to consider reimposing assessments for the Fiscal Year beginning October 1, 2025, against certain properties located within the North Plantation Key Assessment Area and the North Plantation Key Supplemental Assessment Area, as shown above, to fund Wastewater Collection and Treatment Facilities provided to such properties and to authorize collection of such assessments on the tax bill.

The public hearing will be held at 5:30 p.m. or as soon thereafter as possible on July 22, 2025, and will be continued until August 5, 2025 at 5:30 p.m. or as soon thereafter as possible at Founders Park Community Center, 87000 Overseas Highway, Islamorada, Florida, for the purpose of receiving public comment on the proposed assessments. All affected property owners have a right to appear at the hearing and to file written objections with the Village Council within twenty (20) calendar days of the date of this notice. If a person decides to appeal any decision made by the Village Council with respect to any matter considered at the hearing, such person will need a record of the proceedings and may need to ensure that a verbatim record is made, including the testimony and evidence upon which the appeal is to be made. In accordance with the Americans with Disabilities Act, persons needing a special accommodation or an interpreter to participate in this proceeding should contact the Village Clerk at (305) 664-6412, at least seven (7) days prior to the date of the hearing.

The total annual assessment revenue to be collected within the Village of Islamorada for the upcoming fiscal year for the North Plantation Key Assessment Area is $371,000 and for the North Plantation Key Supplemental Assessment Area is estimated to be $2,400.

The maximum annual rate of assessment for the North Plantation Key Assessment Area for the upcoming fiscal year commencing on October 1, 2025, and future fiscal years

shall be $106.96 per EDU and a maximum annual rate of assessment of $340.55 per Connection.

The original rules established for the North Plantation Key Assessment Area assigned one equivalent dwelling unit (EDU) to each single-family tax parcel and 0.8 EDUs to each multi-family dwelling unit. In 2009, the Village Council decided to provide for a uniform set of rules for the calculation of wastewater assessments throughout the Village. The uniform rules assign one (1) EDU to each single-family dwelling unit and one (1) EDU to each multi-family dwelling unit. The application of the uniform rules to the North Plantation Key Assessment Area produces supplemental assessment amounts for affected properties. The supplemental assessment for each affected parcel of property is based upon the number of additional EDUs attributable to the property based on the uniform rules (one (1) EDU for every additional single family dwelling unit and 0.2 EDUs for each multi-family dwelling unit). The annual assessment will include your share of the principal, interest, and collection costs. The maximum annual assessment is estimated to be $132.00 per EDU (which equals $26.40 for each multi-family dwelling unit and $132.00 for each additional single family dwelling unit) for Fiscal Year 2025-26 and future fiscal years.

Copies of the Assessment Ordinance (Ordinance No. 05-16), the Initial Assessment Resolution (Resolution No. 05-08-42), the Initial Assessment Resolution (Resolution No. 09-08-68), the Final Assessment Resolution (Resolution No. 05-09-49), the Final Assessment Resolution (Resolution No. 09-09-77), the Annual Rate Resolutions initiating the annual process of updating the Assessment Rolls and reimposing the Assessments, and the updated Assessment Rolls for the upcoming Fiscal Year are available for inspection at the Village Clerk's office, located at 86800 Overseas Highway, Islamorada, Florida.

If you have any questions, please contact the Village at (305) 664-6446, Monday through Friday between 8:00 a.m. and 5:00 p.m.

The assessments will be collected on the ad valorem tax bill to be mailed in November 2025, as authorized by section 197.3632, Florida Statutes. Failure to pay the assessments will cause a tax certificate to be issued against the property which may result in a loss of title.

VILLAGE COUNCIL OF
ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA

APPENDIX B

FORM OF CERTIFICATE TO
NON-AD VALOREM ASSESSMENT ROLL

CERTIFICATE
TO
NON-AD VALOREM ASSESSMENT ROLL

I HEREBY CERTIFY that, I am the Mayor of the Village Council of Islamorada, Village of Islands, Florida (the "Village"); as such I have satisfied myself that all property included or includable on the non-ad valorem assessment roll for wastewater collection and treatment facilities (the "Non-Ad Valorem Assessment Roll") for North Plantation Key is properly assessed so far as I have been able to ascertain; and that all required extensions on the above described roll to show the non-ad valorem assessments attributable to the property listed therein have been made pursuant to law.

I FURTHER CERTIFY that, in accordance with the Uniform Assessment Collection Act, this certificate and the herein described Non-Ad Valorem Assessment Roll will be delivered to the Monroe County Tax Collector by September 15, 2025.

IN WITNESS WHEREOF, I have subscribed this certificate and directed the same to be delivered to the Monroe County Tax Collector and made part of the above described Non-Ad Valorem Assessment Roll this _____ day of _____, 2025.

By:_____
Sharon Mahoney, Mayor

[to be delivered to the Monroe County Tax Collector prior to September 15, 2025]

Council Communication

To: Mayor and Village Council
From: Hatti Jenkins, Interim Finance Director
Date: July 22, 2025
SUBJECT: **Resolution Approving the FY 25-26 North Plantation Key Woods Corner Wastewater Non-Ad Valorem Assessment Rate and Roll TAB 12**

Background:
On August 23, 2005, the Village Council adopted Ordinance No. 05-16 (the "Assessment Ordinance"), thereby authorizing the creation of assessment areas and authorizing the imposition of special assessments to fund the construction of local improvements and related services.

On July 10, 2008, pursuant to the Assessment Ordinance, the Village Council adopted Resolution No. 08-07-41 (the Initial Assessment Resolution") and on August 7, 2008, the Village Council adopted Resolution No. 08-08-49 (the Final Assessment Resolution"), thereby creating the Woods Corner Assessment Area and levying special assessments to fund and defer the connection fees and administrative costs of access to wastewater collection service for properties within the Woods Corner Assessment Area.

On September 9, 2010, the Village Council adopted Resolution No. 10-09-61, which amended the definition of Connection as set forth in the Initial Assessment Resolution and adjusted the Connection assigned to each parcel to 0.125.

The Assessment Ordinance requires that the Village hold a public hearing to adopt an Annual Assessment Resolution for each subsequent fiscal year. This Annual Assessment Resolution establishes the rate of the assessments, approves the assessment roll, and directs and authorizes the method of collection.

Analysis:
The proposed Annual Rate Resolution for Woods Corner Assessment Area for Fiscal Year 2025-2026 is the eighteenth year of the thirty (30) year assessment period. In accordance with the Assessment Ordinance, a notice was also published in *The Key West Citizen* on July 16, 2025. This item will be discussed at the July 22 meeting and officially voted on during a special call meeting on August 5. This public hearing is being held to allow citizen comment prior to the final adoption of the Annual Assessment Resolution and assessment roll for FY 2025-2026.

Budget Impact:
The proposed Annual Assessment Resolution would continue the current annual rates for Woods Corner wastewater improvements at $263.00 per Equivalent Dwelling Unit ("EDU"),

with a maximum annual rate of $842.00 per Connection or $105.25 per each 0.125 Connection. The Woods Corner wastewater assessment is estimated to generate revenue in the amount of $5,600.00in Fiscal Year 2025-2026. The funds generated by this assessment will be used to pay debt service obligations on debt incurred to fund construction of the North Plantation Key wastewater collection and treatment system which services the Woods Corner Assessment Area.

Staff Impact:
The assessment program would be administered by the Village staff with the assistance of outside consultants.

Recommendation:
It is recommended that the Village Council adopt the Annual Assessment Resolution for the Woods Corner Assessment Area for an assessment beginning October 1, 2025 through September 30, 2026. The assessments would appear on the November 2025 real estate tax bills.

Attachments: 1. 2_Reso_FY25-26_Woods Corner Wastewater NAV_072225 RVCM

RESOLUTION NO. 25-

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, RELATING TO THE COLLECTION OF WASTEWATER FEES AND ADMINISTRATIVE COSTS WITHIN THE WOODS CORNER ASSESSMENT AREA; REIMPOSING SPECIAL ASSESSMENTS FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2025; APPROVING THE ASSESSMENT ROLL; PROVIDING FOR COLLECTION OF THE ASSESSMENTS; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, on August 23, 2005, the Village Council ("Council") of Islamorada, Village of Islands, Florida, (the "Village") enacted Ordinance No. 05-16 (the "Ordinance"), providing for the creation of assessment areas and authorizing the imposition of special assessments to fund the construction of local improvements to serve the property located therein; and

WHEREAS, on July 10, 2008, the Council adopted Resolution No. 08-07-41 (the "Initial Assessment Resolution") for Woods Corner Connection Fees and Administrative Costs, thereby proposing the creation of the Woods Corner Assessment Area and describing the method of assessing and deferring the cost of Wastewater Connection Fees and Administrative Costs against the real property that will be specially benefited thereby and directing preparation of the preliminary Assessment Roll and provision of the notices required by the Ordinance; and

WHEREAS, on August 7, 2008, the Council adopted Resolution No. 08-08-49, (the "Final Assessment Resolution"), thereby confirming the creation of the Woods Corner Assessment Area, imposing special assessments, approving the assessment roll and providing for collection of the assessments in the Woods Corner Assessment Area; and

WHEREAS, on September 9, 2010, the Council adopted Resolution No. 10-09-61, which amended the definition of "Connection" set forth in the Initial Assessment Resolution and adjusted the Connection assigned to each parcel to 0.125; and

WHEREAS, the Council desires to reimpose the Assessment for Wastewater Connection Fees and Administrative Costs within the Woods Corner Assessment Area using the tax bill collection method for the Fiscal Year beginning October 1, 2025 through September 30, 2026; and

WHEREAS, pursuant to the provisions of the Ordinance, the Village is required to adopt an Annual Assessment Resolution each fiscal year to approve the assessment rolls for such fiscal year; and

WHEREAS, properties in the Woods Corner Assessment Area will accordingly be subject to the previously established Assessment imposed to fund the Woods Corner Connection Fees and Administrative Costs; and

WHEREAS, the Assessment Roll has heretofore been filed with the office of the Village Manager, as required by the Ordinance; and

WHEREAS, as required by the terms of the Ordinance, a notice of a public hearing was provided, and the proof of publication is attached hereto as Appendix A; and

WHEREAS, a public hearing was held on July 22, 2025, to consider and hear comments and objections of all interested persons as required by the terms of the Ordinance.

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

Section 1. Authority. This Resolution is adopted pursuant to the Ordinance, the Initial Assessment Resolution (as amended), the Final Assessment Resolution, Sections 166.021 and 166.041, Florida Statutes, and other applicable provisions of law,

Section 2. Definitions. This Resolution constitutes the Annual Assessment Resolution as defined in the Ordinance. All Capitalized terms in this resolution shall have the meanings defined in the Ordinance, the Initial Assessment Resolution and the Final Assessment Resolutions, as amended.

Section 3. Reimposition of Annual Assessments to Fund Wastewater Connection Fees and Administrative Costs.

(A) The Tax Parcels described in the Assessment Roll are hereby found to be specially benefited by funding and allowing deferred payment of the Wastewater Connection Fees and Administrative Costs in the amount of the maximum annual Assessment set forth in the Assessment Roll.

(B) Annual Assessments computed in the manner described in the Initial Assessment Resolution, as amended, are hereby adjusted, levied and imposed on all Tax Parcels described in the Assessment Roll at a maximum annual rate of $263.00 per Equivalent Dwelling Unit ("EDU"), and a maximum annual rate of $842.00 per Connection or $105.25 per each 0.125 Connection for a period not to exceed thirty (30) years, commencing in November 2008.

Section 4. Approval of Assessment Roll. The Assessment Roll for the Woods Corner Assessment Area, currently on file with the Village Manager and incorporated herein by reference, is hereby approved.

Section 5. Assessment Liens.

(A) The Assessments shall constitute a lien against assessed property equal in rank and dignity with the liens of all state, county, district or municipal taxes and other non-ad valorem assessments. Except as otherwise provided by law, such lien shall be superior in dignity to all other liens, titles and claims, until paid. The lien shall be deemed perfected upon adoption by the Council of the Annual Assessment Resolution and shall attach to the property included on the Assessment Roll as of the prior January 1, the lien date for ad valorem taxes.

(B) As to any Tax Parcel that is acquired by a public entity through condemnation, negotiated sale or otherwise prior to adoption of the next Annual Assessment Resolution, the Adjusted Prepayment Amount shall constitute a lien against assessed property equal in rank and dignity with the liens of all state, county, district or municipal taxes and other non-ad valorem assessments. Except as otherwise provided by law, such lien shall be superior in dignity to all other liens, titles and claims, until paid. The lien shall be deemed perfected upon adoption by the Council of the Annual Assessment Resolution and shall attach to the property included on the Assessment Roll upon adoption of the Annual Assessment Resolution.

Section 6. Collection of Assessments. The Assessments shall be collected pursuant to the Uniform Assessment Collection Act. Upon adoption of the Annual Assessment Resolution for each Fiscal Year, the Village Manager shall cause the certification and delivery of the Assessment Roll to the Tax Collector by September 15, 2025, in the manner prescribed by the Uniform Assessment Collection Act. The Assessment Roll, as delivered to the Tax Collector, shall be accompanied by a Certificate to Non-Ad Valorem Assessment Roll in substantially the form attached hereto as Appendix B.

Section 7. Effect of Adoption of Resolution. The adoption of this Annual Assessment Resolution shall be the final adjudication of the issues presented herein (including, but not limited to, the method of apportionment, the rate of assessment, the Assessment Roll, and the levy and lien of the Assessments for Wastewater Connection Fess and Administrative Costs) unless proper steps shall be initiated in a court of competent jurisdiction to secure relief within twenty (20) days from the adoption date of this Annual Assessment Resolution.

Section 8. Severability. If any clause, section, or other part or application of this Resolution is held by any court of competent jurisdiction to be unconstitutional or invalid, in part or application, it shall not affect the validity of the remaining portions or application of this Resolution.

Section 9. Effective Date. This Resolution shall take effect immediately upon its adoption.

[REMAINDER OF 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	_____
Councilmember Deb Gillis	_____
Councilmember Anna Richards	_____
Councilmember Steve Friedman	_____

PASSED AND ADOPTED ON THIS 22ND DAY OF JULY 2025.

_____
SHARON MAHONEY, MAYOR

ATTEST:

_____
MARNE MCGRATH, VILLAGE CLERK

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

_____
JOHN J. QUICK, VILLAGE ATTORNEY

APPENDIX A

PROOF OF PUBLICATION

NOTICE OF HEARING TO REIMPOSE AND PROVIDE FOR COLLECTION OF ASSESSMENTS FOR FUNDING OF WASTEWATER CONNECTION FEES AND ADMINISTRATIVE COSTS WITHIN THE WOODS CORNER ASSESSMENT AREA

Notice is hereby given that the Village Council of Islamorada, Village of Islands, will conduct a public hearing to consider reimposing assessments for the Fiscal Year beginning October 1, 2025, against certain improved residential properties located within the Woods Corner Assessment Area as shown above, to fund Wastewater Connection Fees and Administrative Costs provided to such properties and to authorize collection of such assessments on the tax bill.

The public hearing will be held at 5:30 p.m. or as soon thereafter as possible on July 22, 2025, and will be continued until August 5, 2025 at 5:30 p.m. or as soon thereafter as possible at Founders Park Community Center, 87000 Overseas Highway, Islamorada, Florida, for the purpose of receiving public comment on the proposed assessments. All affected property owners have a right to appear at the hearing and to file written objections with the Village Council within twenty (20) calendar days of the date of this notice. If a person decides to appeal any decision made by the Village Council with respect to any matter considered at the hearing, such person will need a record of the proceedings and may need to ensure that a verbatim record is made, including the testimony and evidence upon which the appeal is to be made. In accordance with the Americans with Disabilities Act, persons needing a special accommodation or an interpreter to participate in this proceeding should contact the Village Clerk at (305) 664-6412, at least seven (7) days prior to the date of the hearing.

The total Woods Corner annual assessment revenue to be collected within the Village of Islamorada for the upcoming fiscal year is estimated to be $5,600. The maximum rate of assessment for the upcoming Fiscal Year commencing on October 1, 2025 and future Fiscal Years shall be $263.00 per EDU and a maximum rate of assessment of $842.00 per Connection. Copies of the Assessment Ordinance (Ordinance No. 05-16), the Initial Assessment Resolution (Resolution No. 08-07-41), the Final Assessment Resolution (Resolution No. 08-08-49), the Annual Rate Resolution initiating the annual process of updating the Assessment Roll and reimposing the Assessments, and the updated Assessment Roll for the upcoming fiscal year are

available for inspection at the Village Clerk's office, located at 86800 Overseas Highway, Islamorada, Florida.

If you have any questions, please contact the Village at (305) 664-6446, Monday through Friday between 8:00 a.m. and 5:00 p.m.

The assessments will be collected on the ad valorem tax bill to be mailed in November 2025, as authorized by section 197.3632, Florida Statutes. Failure to pay the assessments will cause a tax certificate to be issued against the property which may result in a loss of title.

VILLAGE COUNCIL OF
ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA

APPENDIX B

FORM OF CERTIFICATE TO
NON-AD VALOREM ASSESSMENT ROLL

CERTIFICATE
TO
NON-AD VALOREM ASSESSMENT ROLL

I HEREBY CERTIFY that, I am the Mayor of Islamorada, Village of Islands, Florida or the authorized agent of Islamorada, Village of Islands, Florida (the "Village"); as such I have satisfied myself that all property included or includable on the non-ad valorem assessment roll for Woods Corner Wastewater Connection Fees and Administrative Costs (the "Non-Ad Valorem Assessment Roll") for the Village is properly assessed so far as I have been able to ascertain; and that all required extensions on the above described roll to show the non-ad valorem assessments attributable to the property listed therein have been made pursuant to law.

I FURTHER CERTIFY that, in accordance with the Uniform Assessment Collection Act, this certificate and the herein described Non-Ad Valorem Assessment Roll will be delivered to the Monroe County Tax Collector by September 15, 2025.

IN WITNESS WHEREOF, I have subscribed this certificate and directed the same to be delivered to the Monroe County Tax Collector and made part of the above described Non-Ad Valorem Assessment Roll this _____ day of _____, 2025.

ISLAMORADA, VILLAGE OF ISLANDS,
FLORIDA

By:_____
Sharon Mahoney, Mayor

[to be delivered to the Monroe County Tax Collector prior to September 15, 2025]

Council Communication

To: Mayor and Village Council
From: Hatti Jenkins, Interim Finance Director
Date: July 22, 2025
SUBJECT: **Resolution Approving FY 25-26 North Plantation Key Supplemental Wastewater Non-Ad Valorem Assessment Rate and Roll TAB 13**

Background:
On August 23, 2005, the Village Council adopted Ordinance No. 05-16 thereby authorizing the creation of Assessment Areas and authorizing the imposition of Assessments to fund related local capital improvements.

In September 2009, pursuant to this Assessment Ordinance, the Village Council adopted Resolution No. 09-08-68 (the "Initial Assessment Resolution") and Resolution No. 09-09-77 (the "Final Assessment Resolution"), thereby levying a supplemental special assessment program for North Plantation Key parcels based on assessment rule changes as follows:
- Multifamily dwelling units and residential condos that were previously assessed for 0.8 EDU received a supplemental assessment of 0.2 Equivalent Dwelling Unit ("EDU");
- Single family residential properties with more than one (1) dwelling unit on the parcel received a supplemental assessment of 1.0 EDU for each additional dwelling unit.

These changes made the North Plantation Key assessment program consistent with the assessments for the remainder of the Village's wastewater service areas at that time.

The Assessment Ordinance requires that the Village hold a public hearing to annually adopt an Annual Assessment Resolution for each subsequent fiscal year. This Annual Assessment Resolution establishes the rate of the assessments, approves the assessment roll, and directs and authorizes the method of collection.

Analysis:
The attached Annual Assessment Resolution for the North Plantation Key Supplemental Assessment Area for Fiscal Year 2025-2026 is the sixteenth year of the 26-year assessment. In accordance with the Assessment Ordinance, a notice was also published in *The Key West Citizen* on July 16, 2025. This item will be discussed at the July 22 meeting and officially voted on during a special call meeting on August 5. This public hearing is being held to allow citizen comment prior to the final adoption of the Annual Assessment Resolution and assessment roll.

Budget Impact:
The proposed Annual Assessment Resolution for Fiscal Year 2025-2026 would continue the current annual rates for the North Plantation Key Supplemental assessment program. The maximum annual rate is $27.00 per 0.2 EDUs for Multifamily Dwelling Units and a maximum

annual rate of $132.00 per EDU for Multiple Single-Family Dwelling Unit Parcels. The North Plantation Key Supplemental assessment is estimated to generate revenue in the amount of $2,400.00 in Fiscal Year 2025-2026. The funds generated by this assessment are used to pay debt service obligations on debt incurred to fund construction of the North Plantation Key wastewater collection and treatment system.

Staff Impact:
The assessment program would be administered by the Village staff with the assistance of its assessment consultant, Anser Advisory Services.

Recommendation:
It is recommended that the Village Council adopt the Annual Assessment Resolution for the North Plantation Key Supplemental Assessment Area for an assessment beginning October 1, 2025 through September 30, 2026. The assessments would appear on the November 2025 real estate tax bills.

Attachments: 1. 2_Reso_FY25-26_NPK Supp NAV_072225 RVCM

RESOLUTION NO. 25-

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, RELATING TO THE CONSTRUCTION AND FUNDING OF WASTEWATER COLLECTION AND TREATMENT FACILITIES WITHIN THE NORTH PLANTATION KEY SUPPLEMENTAL ASSESSMENT AREA; REIMPOSING SPECIAL ASSESSMENTS FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2025; APPROVING THE ASSESSMENT ROLL; PROVIDING FOR COLLECTION OF THE ASSESSMENTS; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, on August 23, 2005, the Village Council ("Council") of Islamorada, Village of Islands, Florida (the "Village"), enacted Ordinance No. 05-16 (the "Ordinance"), to provide for the creation of assessment areas and authorize the imposition of special assessments to fund the construction of local improvements to serve the property located therein; and

WHEREAS, on August 20, 2009, the Village Council adopted Resolution No. 09-08-68, the North Plantation Key Supplemental Initial Assessment Resolution (the "Initial Assessment Resolution"), thereby proposing creation of the North Plantation Key Supplemental Assessment Area consisting of all Multifamily Property within the North Plantation Key Assessment Area and all Multiple Single Family Dwelling Unit Parcels within the North Plantation Key Assessment Area, describing the method of assessing the cost of Wastewater Collection and Treatment Facilities against the real property specially benefited thereby, and directing the preparation of the preliminary Assessment Roll and the provision of notices required by the Ordinance; and

WHEREAS, on September 14, 2009, the Village Council adopted Resolution No. 09-09-77, the North Plantation Key Supplemental Final Assessment Resolution (the "Final Assessment Resolution"), thereby confirming the creation of the North Plantation Key Supplemental

Assessment Area, imposing supplemental special assessments, approving the Assessment Roll and providing for collection of the assessments within the Supplemental Assessment Area; and

WHEREAS, pursuant to the provisions of the Ordinance, the Village is required to adopt an Annual Assessment Resolution for each fiscal year to approve the assessment rolls for such fiscal year; and

WHEREAS, this Resolution shall serve as the Annual Assessment Resolution for the Fiscal Year 2025-2026; and

WHEREAS, properties within the North Plantation Key Supplemental Assessment Area will accordingly be subject to the previously established assessment amount imposed to fund the Wastewater Collection and Treatment Facilities in the North Plantation Key Supplemental Assessment Area; and

WHEREAS, the Assessment Roll has been filed with the office of the Village Manager, as required by the Ordinance; and

WHEREAS, a notice of a public hearing was published which provides notice to all interested persons of an opportunity to be heard; the proof of publication is attached hereto as Appendix A; and

WHEREAS, a public hearing was held on July 22, 2025 to consider comments and objections of all interested persons.

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

Section 1. Authority. This Resolution is adopted pursuant to the Ordinance, the Initial Assessment Resolution, the Final Assessment Resolution, Sections 166.021 and 166.041, Florida Statutes, and other applicable provisions of law.

Section 2. Definitions. This Resolution is the Annual Assessment Resolution for the Fiscal Year 2025-2026 as defined in the Ordinance. All capitalized terms in this Resolution shall have the meanings defined in the Ordinance, the Initial Assessment Resolution, and the Final Assessment Resolution.

Section 3. Annual Assessments to Fund Wastewater Treatment and Collection Facilities.

(A) The Tax Parcels described in the Assessment Roll are hereby found to be specially benefited by construction of the Wastewater Collection and Treatment Facilities in the amount of the maximum annual Assessment set forth in the Assessment Roll. The methodology for computing annual Assessments described in the Initial Assessment Resolution, as amended by the Final Assessment Resolution, is hereby approved.

(B) For the Fiscal Year beginning October 1, 2025, Annual Assessments computed in the manner described in the Initial Assessment Resolution, as amended, are hereby levied and reimposed on all Tax Parcels described in the Assessment Roll at a maximum annual rate of $27.00 per 0.2 Equivalent Dwelling Units ("EDU") for Multifamily Dwelling Units and a maximum annual rate of $132.00 per EDU for Multiple Single Family Dwelling Unit Parcels for a period not to exceed twenty-six (26) years, commencing in November 2009.

Section 4. Approval of Assessment Roll. The Assessment Roll for the North Plantation Key Supplemental Assessment Area, currently on file with the Village Manager and incorporated herein by reference, is hereby approved.

Section 5. Assessment Liens.

(A) The Assessments shall constitute a lien against assessed property equal in rank and dignity with the liens of all state, county, district or municipal taxes and other non-ad valorem assessments. Except as otherwise provided by law, such lien shall be superior in dignity to all other liens, titles and claims, until paid. The lien shall be deemed perfected upon adoption by the Council of the Annual Assessment Resolution and shall attach to the property included on the Assessment Roll as of the prior January 1, the lien date for ad valorem taxes.

(B) As to any Tax Parcel that is acquired by a public entity through condemnation, negotiated sale or otherwise prior to adoption of the next Annual Assessment Resolution, the Adjusted Prepayment Amount shall constitute a lien against assessed property equal in rank and dignity with the liens of all state, county, district or municipal taxes and other non-ad valorem assessments. Except as otherwise provided by law, such lien shall be superior in dignity to all other liens, titles and claims, until paid. The lien shall be deemed perfected upon adoption by the Council of the Annual Assessment Resolution and shall attach to the property included on the Assessment Roll upon adoption of the Annual Assessment Resolution.

Section 6. Collection of Assessments. The Assessments shall be collected pursuant to the Uniform Assessment Collection Act. Upon adoption of the Annual Assessment Resolution, the Village Manager shall cause the certification and delivery of the Assessment Roll to the Tax Collector by September 15, 2025, in the manner prescribed by the Uniform Assessment Collection Act. The Assessment Roll, as delivered to the Tax Collector, shall be accompanied by a Certificate to Non-Ad Valorem Assessment Roll in substantially the form attached hereto as Appendix B.

Section 7. Severability. If any clause, section, or other part or application of this Resolution is held by any court of competent jurisdiction to be unconstitutional or invalid, in part or application, it shall not affect the validity of the remaining portions or application of this Resolution.

Section 8. Effective Date. This Resolution shall take effect immediately upon its adoption.

[THE REMAINDER OF THIS PAGE INTENTIONALLY 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	_____
Councilmember Deb Gillis	_____
Councilmember Anna Richards	_____
Councilmember Steve Friedman	_____

PASSED AND ADOPTED ON THIS 5TH DAY OF AUGUST 2025.

_____
SHARON MAHONEY, MAYOR

ATTEST:

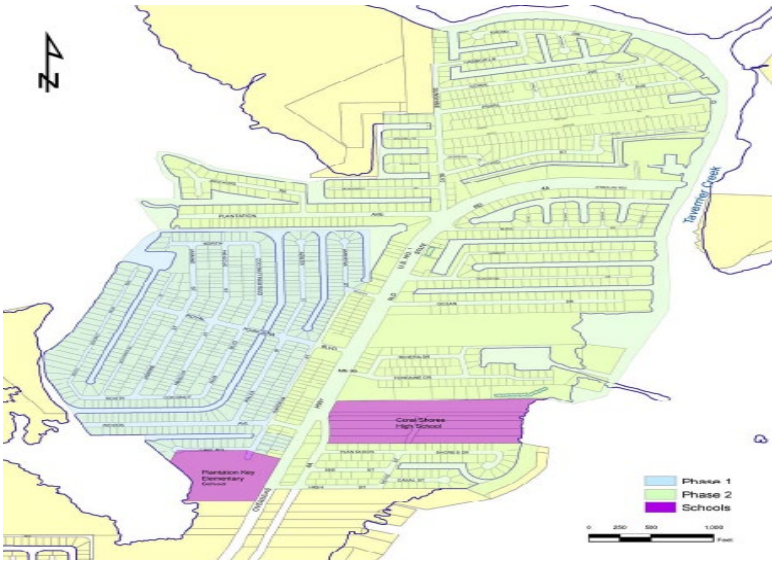
_____
MARNE MCGRATH, VILLAGE CLERK

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

_____
JOHN J. QUICK, VILLAGE ATTORNEY

APPENDIX A

PROOF OF PUBLICATION



NOTICE OF HEARING TO REIMPOSE AND PROVIDE FOR COLLECTION OF ASSESSMENTS FOR WASTEWATER COLLECTION AND TREATMENT FACILITIES FOR NORTH PLANTATION KEY AND NORTH PLANTATION KEY SUPPLEMENTAL

Notice is hereby given that the Village Council of Islamorada, Village of Islands, will conduct a public hearing to consider reimposing assessments for the Fiscal Year beginning October 1, 2025, against certain properties located within the North Plantation Key Assessment Area and the North Plantation Key Supplemental Assessment Area, as shown above, to fund Wastewater Collection and Treatment Facilities provided to such properties and to authorize collection of such assessments on the tax bill.

The public hearing will be held at 5:30 p.m. or as soon thereafter as possible on July 22, 2025, and will be continued until August 5, 2025 at 5:30 p.m. or as soon thereafter as possible at Founders Park Community Center, 87000 Overseas Highway, Islamorada, Florida, for the purpose of receiving public comment on the proposed assessments. All affected property owners have a right to appear at the hearing and to file written objections with the Village Council within twenty (20) calendar days of the date of this notice. If a person decides to appeal any decision made by the Village Council with respect to any matter considered at the hearing, such person will need a record of the proceedings and may need to ensure that a verbatim record is made, including the testimony and evidence upon which the appeal is to be made. In accordance with the Americans with Disabilities Act, persons needing a special accommodation or an interpreter to participate in this proceeding should contact the Village Clerk at (305) 664-6412, at least seven (7) days prior to the date of the hearing.

The total annual assessment revenue to be collected within the Village of Islamorada for the upcoming fiscal year for the North Plantation Key Assessment Area is $371,000 and for the North Plantation Key Supplemental Assessment Area is estimated to be $2,400.

The maximum annual rate of assessment for the North Plantation Key Assessment Area for the upcoming fiscal year commencing on October 1, 2025, and future fiscal years shall be $106.96 per EDU and a maximum annual rate of assessment of $340.55 per Connection.

The original rules established for the North Plantation Key Assessment Area assigned one equivalent dwelling unit (EDU) to each single-family tax parcel and 0.8 EDUs to each multi-family dwelling unit. In 2009, the Village Council decided to provide for a uniform set of rules for the calculation of wastewater assessments throughout the Village. The uniform rules assign one (1) EDU to each single-family dwelling unit and one (1) EDU to each multi-family dwelling unit. The application of the uniform rules to the North Plantation Key Assessment Area produces supplemental assessment amounts for affected properties. The supplemental assessment for each affected parcel of property is based upon the number of additional EDUs attributable to the property based on the uniform rules (one (1) EDU for every additional single family dwelling unit and 0.2 EDUs for each multi-family dwelling unit). The annual assessment will include your share of the principal, interest, and collection costs. The maximum annual assessment is estimated to be $132.00 per EDU (which equals $26.40 for each multi-family dwelling unit and $132.00 for each additional single family dwelling unit) for Fiscal Year 2025-26 and future fiscal years.

Copies of the Assessment Ordinance (Ordinance No. 05-16), the Initial Assessment Resolution (Resolution No. 05-08-42), the Initial Assessment Resolution (Resolution No. 09-08-68), the Final Assessment Resolution (Resolution No. 05-09-49), the Final Assessment Resolution (Resolution No. 09-09-77), the Annual Rate Resolutions initiating the annual process of updating the Assessment Rolls and reimposing the Assessments, and the updated Assessment Rolls for the upcoming Fiscal Year are available for inspection at the Village Clerk's office, located at 86800 Overseas Highway, Islamorada, Florida.

If you have any questions, please contact the Village at (305) 664-6446, Monday through Friday between 8:00 a.m. and 5:00 p.m.

The assessments will be collected on the ad valorem tax bill to be mailed in November 2025, as authorized by section 197.3632, Florida Statutes. Failure to pay the assessments will cause a tax certificate to be issued against the property which may result in a loss of title.

VILLAGE COUNCIL OF
ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA

APPENDIX B

FORM OF CERTIFICATE TO
NON-AD VALOREM ASSESSMENT ROLL

CERTIFICATE
TO
NON-AD VALOREM ASSESSMENT ROLL

I HEREBY CERTIFY that, I am the Mayor of the Village Council of Islamorada, Village of Islands, Florida (the "Village"); as such I have satisfied myself that all property included or includable on the non-ad valorem assessment roll for wastewater collection and treatment facilities (the "Non-Ad Valorem Assessment Roll") for North Plantation Key Supplemental is properly assessed so far as I have been able to ascertain; and that all required extensions on the above described roll to show the non-ad valorem assessments attributable to the property listed therein have been made pursuant to law.

I FURTHER CERTIFY that, in accordance with the Uniform Assessment Collection Act, this certificate and the herein described Non-Ad Valorem Assessment Roll will be delivered to the Monroe County Tax Collector by September 15, 2025.

IN WITNESS WHEREOF, I have subscribed this certificate and directed the same to be delivered to the Monroe County Tax Collector and made part of the above described Non-Ad Valorem Assessment Roll this _____ day of _____, 2025.

ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA

By:_____
Sharon Mahoney, Mayor

[to be delivered to Monroe County Tax Collector prior to September 15, 2025]

Council Communication

To: Mayor and Village Council
From: Hatti Jenkins, Interim Finance Director
Date: July 22, 2025
SUBJECT: **Resolution Approving FY 25-26 Remaining Service Area Phase I Wastewater Non-Ad Valorem Assessment Rate and Roll TAB 14**

Background:
On August 23, 2005, the Village Council adopted Ordinance No. 05-16 (the “Assessment Ordinance”), thereby authorizing the creation of assessment areas and authorizing the imposition of special assessments to fund the construction of local improvements.

On June 23, 2011, pursuant to the Assessment Ordinance, the Village Council adopted an Initial Assessment Resolution (Resolution No. 11-06-38) thereby creating a Wastewater Improvements Assessment Area for the remaining areas to be served by wastewater facilities within the Village (“RSA1”), excluding all properties in the previously established North Plantation Key service area. A Supplemental Initial Assessment Resolution (Resolution No. 11-07-48) was subsequently adopted on July 28, 2011, for properties that were inadvertently excluded from the preliminary assessment roll. These two resolutions together will be hereinafter referred to as the "Initial Assessment Resolution.”

Pursuant to the Assessment Ordinance, the Village Council adopted the Final Assessment Resolution (Resolution No. 11-07-47) and Supplemental Final Assessment Resolution (Resolution No. 11-08-58) on July 28, 2011 and August 25, 2011 respectively, after conducting the requisite public hearings. These two resolutions together hereinafter will be referred to as the "Final Assessment Resolution.”

The Assessment Ordinance requires that the Village hold a public hearing to annually adopt an Annual Assessment Resolution for each subsequent fiscal year. This Annual Assessment Resolution establishes the rate of the assessments, approves the assessment roll, and directs and authorizes the method of collection.

Analysis:
The proposed Annual Assessment Resolution for Fiscal Year 2025-2026 for the Phase I Wastewater Collection and Treatment Facilities is attached. This is the fifteenth year of the 25-year assessment period that commenced in November 2011. In accordance with the Assessment Ordinance, a notice was also published in *The Key West Citizen* on July 16, 2025. This item will be discussed at the July 22 meeting and officially voted on during a special call meeting on August 5. The purpose of this public hearing is to allow for citizen comment prior to final adoption of the Annual Assessment Resolution and assessment roll.

The methodology for computing annual assessments described in the Initial Assessment

Resolution, as amended, and in the Final Assessment Resolution are levied and imposed on all tax parcels described in the assessment roll at a maximum annual rate of either $256.00 per Equivalent Dwelling Unit (“EDU”) for properties with one (1) to ten (10) EDUs; or $2,560.00 per Real Estate Parcel plus $74.00 per EDU for properties greater than ten (10) EDUs for a period not to exceed 25 years, commencing in November 2011.

Budget Impact:
The proposed assessment would generate approximately $1,200,000.00 in funds to enable the Village to continue project management, engineering, design, and construction activities to provide wastewater treatment and collection facilities for the Village’s remaining service areas, excluding all of the properties in the North Plantation Key service area.

Staff Impact:
The assessment program would continue to be administered by Village staff with the assistance of the Village’s assessment consultant, Anser Advisory Services.

Recommendation:
It is recommended that the Village Council adopt the Annual Rate Resolution for the Phase I Wastewater Collection and Treatment Facilities in the Remaining Service Area Phase I (RSA1) Wastewater Assessment Area, for the Fiscal Year 2025-2026 beginning October 1, 2025 through September 30, 2026.

Attachments: 1. 2_Reso_FY25-26_RSA-1 Wastewater NAV_072225 RVCM

RESOLUTION NO. 25-

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, RELATING TO THE CONSTRUCTION OF WASTEWATER COLLECTION AND TREATMENT FACILITIES FOR THE WASTEWATER ASSESSMENT AREA WITHIN THE VILLAGE EXCLUDING THE NORTH PLANTATION KEY, WOODS CORNER, AND NORTH PLANTATION KEY SUPPLEMENTAL ASSESSMENT AREAS; REIMPOSING SPECIAL ASSESSMENTS FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2025; APPROVING THE ASSESSMENT ROLL; PROVIDING FOR COLLECTION OF THE ASSESSMENTS; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, on August 23, 2005, the Village Council (the "Council") of Islamorada, Village of Islands, Florida (the "Village"), enacted Ordinance No. 05-16 (the "Ordinance") to provide for the creation of assessment areas and authorize the imposition of special assessments to fund the construction of local improvements to serve the property located therein; and

WHEREAS, pursuant to the provisions of the Ordinance, the Village is required to adopt an Annual Assessment Resolution each Fiscal Year to approve the assessment roll for such Fiscal Year; and

WHEREAS, the Assessment Roll for Fiscal Year 2025-2026 has been filed with the Office of the Village Manager, as required by the Ordinance; and

WHEREAS, notice of a public hearing has been published and mailed, if required by the terms of the Ordinance, which provides notice to all interested persons of an opportunity to be heard; the proof of publication being attached hereto as Appendix A; and

WHEREAS, a public hearing was held on July 22, 2025, and comments and objections of all interested persons have been heard and considered as required by the terms of the Ordinance.

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF ISLAMORADA,

VILLAGE OF ISLANDS, FLORIDA, AS FOLLOWS:

Section 1. Authority. This Resolution is adopted pursuant to Ordinance No. 05-16 (the "Ordinance"), the Initial Assessment Resolution (Resolution No. 11-06-38) and Supplemental Initial Assessment Resolution (Resolution No. 11-07-48) (together hereinafter referred to as the "Initial Assessment Resolution"), the Final Assessment Resolution (Resolution No. 11-07-47) and Supplemental Final Assessment Resolution (Resolution No. 11-08-58) (together hereinafter referred to as the "Final Assessment Resolution"), Sections 166.021 and 166.041, Florida Statutes, and other applicable provisions of law.

Section 2. Definitions. This resolution is the Annual Rate Resolution as defined in the Ordinance. All capitalized terms in this Resolution shall have the meanings defined in the Ordinance, the Initial Assessment Resolution, and the Final Assessment Resolution.

Section 3. Annual Assessments.

(A) The Real Estate Parcels described in the updated Assessment Roll are hereby found to be specially benefited by construction of the Wastewater Collection and Treatment Facilities in the amount of the maximum annual Assessment set forth in the Assessment Roll.

(B) Annual Assessments computed in the manner described in the Initial Assessment Resolution, as amended, are hereby levied and imposed on all Tax Parcels described in the Assessment Roll at a maximum annual rate of either (i) $256.00 per Equivalent Dwelling Unit ("EDU") for properties with one (1) to ten (10) EDUs, or (ii) $2,560.00 per Real Estate Parcel plus $74.00 per EDU for properties greater than ten (10) EDUs for a period not to exceed twenty-five (25) years, commencing in November 2011.

Section 4. Approval of Assessment Roll. The updated Assessment Roll, which is

currently on file with the Village Manager and incorporated herein by reference, is hereby approved.

Section 5. Assessment Liens.

(A) The Assessments shall constitute a lien against assessed property equal in rank and dignity with the liens of all state, county, district or municipal taxes and other non-ad valorem assessments. Except as otherwise provided by law, such lien shall be superior in dignity to all other liens, titles and claims, until paid. The lien shall be deemed perfected upon adoption by the Council of the Annual Assessment Resolution and shall attach to the property included on the Assessment Roll as of the prior January 1, the lien date for ad valorem taxes.

(B) As to any Real Estate Parcel that is acquired by a public entity through condemnation, negotiated sale or otherwise prior to adoption of the next Annual Assessment Resolution, the Adjusted Prepayment Amount shall constitute a lien against assessed property equal in rank and dignity with the liens of all state, county, district or municipal taxes and other non-ad valorem assessments. Except as otherwise provided by law, such lien shall be superior in dignity to all other liens, titles and claims, until paid. The lien shall be deemed perfected upon adoption by the Council of the Annual Assessment Resolution and shall attach to the property included on the Assessment Roll upon adoption of this Annual Assessment Resolution.

Section 6. Collection of Assessments. The Assessments shall be collected pursuant to the Uniform Assessment Collection Act. Upon adoption of this Annual Assessment Resolution, the Village Manager shall cause the certification and delivery of the Assessment Roll to the Tax Collector by September 15, 2025, in the manner prescribed by the Uniform Assessment Collection Act. The Assessment Roll, as delivered to the Tax Collector, shall be accompanied by a Certificate

to Non-Ad Valorem Assessment Roll in substantially the form attached hereto as Appendix B.

Section 7. Effect of Annual Rate Resolution. The adoption of this Annual Rate Resolution shall be the final adjudication of the issues presented herein and in the Initial Assessment Resolution (including, but not limited to, the method by which the Assessments will be computed, the Assessment Roll, the maximum annual Assessment, the levy and lien of the Assessments and the terms for prepayment of the Assessments) unless proper steps are initiated in a court of competent jurisdiction to secure relief within twenty (20) days of the date of adoption date of this Final Assessment Resolution.

Section 8. Effective Date. This resolution shall take effect immediately upon its adoption.

[REMAINDER OF 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	_____
Councilmember Deb Gillis	_____
Councilmember Anna Richards	_____
Councilmember Steve Friedman	_____

PASSED AND ADOPTED ON THIS 5TH DAY OF AUGUST 2025.

_____
SHARON MAHONEY, MAYOR

ATTEST:

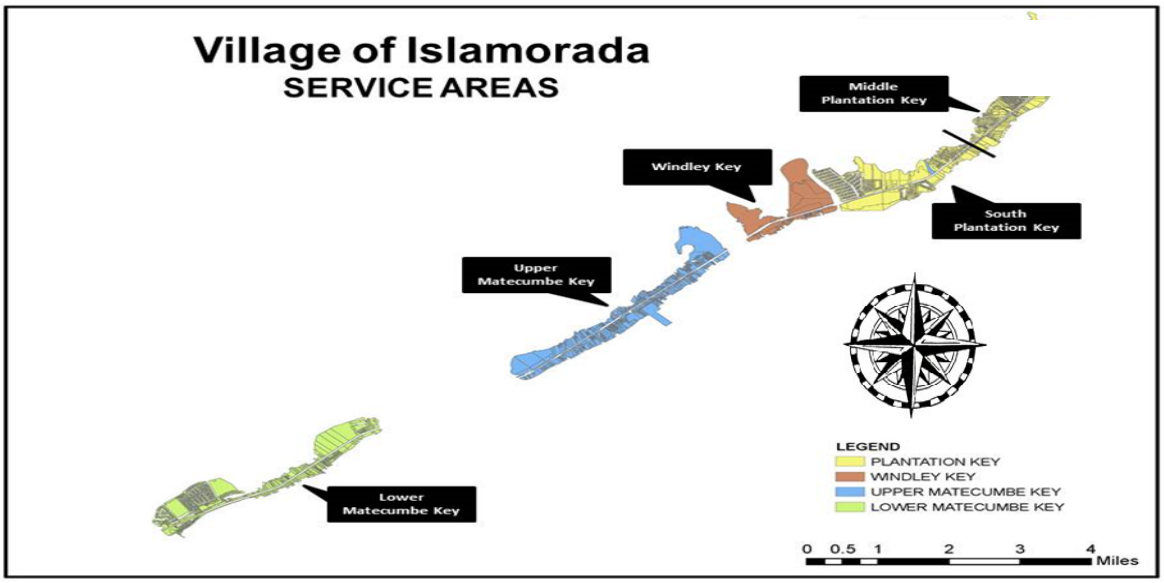
_____
MARNE MCGRATH, VILLAGE CLERK

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

_____
JOHN J. QUICK, VILLAGE ATTORNEY

APPENDIX A

PROOF OF PUBLICATION



NOTICE OF HEARING TO REIMPOSE AND PROVIDE FOR COLLECTION OF SPECIAL ASSESSMENTS FOR WASTEWATER COLLECTION AND TREATMENT FACILITIES FOR REMAINING SERVICE AREA PHASE I (RSA1) AND PHASE 2 (RSA 2)

Notice is hereby given that the Village Council of Islamorada, Village of Islands, Florida, will conduct a public hearing to consider reimposing special assessments against certain parcels of property located therein. The hearing will be held at 5:30 p.m., or as soon thereafter as the matter can be heard, on July 22, 2025, and will be continued until August 5, 2025 at 5:30 p.m. or as soon thereafter as possible at Founders Park Community Center, 87000 Overseas Highway, Islamorada, Florida for the purpose of receiving public comment on the assessments. In accordance with the Americans with Disabilities Act, if you are a person with a disability who needs any accommodation in order to participate in this proceeding, you are entitled, at no cost to you, to the provision of certain assistance. Please contact the Village Clerk at (305) 664-6412 at least seven (7) days prior to the public hearing. All affected property owners have a right to appear at the hearing and to file written objections with the Village within 20 days of this notice. If a person wishes to appeal any decision made by the Village Council with respect to any matter considered at the hearing, such person will need a record of the proceedings and may need to ensure that a verbatim record is made, including the testimony and evidence upon which the appeal is to be made.

For the Phase 1 (RSA 1) Assessment Area, the assessment for each parcel of property is based on the number of equivalent dwelling units attributable to such parcel. Unless prepaid, the annual assessment will include your share of the principal, interest and collection cost. The maximum annual assessment for Fiscal Year 2025-26 and future fiscal years is estimated to be $256 per EDU for properties with 1-10 EDUs and $2,560 plus $74 per EDU for properties greater than 10 EDUs.

For the Phase 2 (RSA 2) Assessment Area, the assessment for each parcel of property is based on the number of equivalent dwelling units attributable to such parcel. Unless prepaid, the annual assessment will include your share of the principal, interest and collection cost. The maximum annual assessment for Fiscal Year 2025-26 and future fiscal years is estimated to be

$256 per EDU for properties with 1-10 EDUs and $2,560 plus $74 per EDU for properties greater than 10 EDUs.

Property owners within the North Plantation Key, Woods Corner, and the North Plantation Key Supplemental Assessment Areas are not included in this Wastewater Assessment Area.

Copies of the Assessment Ordinance (Ordinance No. 05-16), the Initial Assessment Resolution (Resolution No. 13-06-32), the Initial Assessment Resolution (Resolution No. 11-06-38), the Final Assessment Resolution (Resolution No. 13-07-42), the Final Assessment Resolution (Resolution No. 11-07-47), the Annual Rate Resolutions initiating the annual process of updating the Assessment Rolls and reimposing the Assessments and the updated Assessment Rolls for the upcoming fiscal year are available for inspection at the Village Clerk's office, located at 86800 Overseas Highway, Islamorada, Florida.

The assessments will be collected on the ad valorem tax bill, as authorized by Section 197.3632, Florida Statutes. Failure to pay the assessments will cause a tax certificate to be issued against the property which may result in a loss of title. The Village Council intends to collect the assessments in not to exceed twenty-five (25) annual assessments, the first of which was included on the November 2011 and the November 2013 ad valorem tax bills respectively. The total annual assessment revenue to be collected within the Village of Islamorada for the Phase 1 (RSA 1) Assessment Area, for the upcoming fiscal year is estimated to be $1,200,000. The total annual assessment revenue to be collected within the Village of Islamorada for the Phase 2 (RSA 2) Assessment Area, for the upcoming fiscal year is estimated to be $1,280,000. Future annual assessments may be prepaid at the option of the property owner.

If you have any questions, please contact the Village at (305) 664-6446, Monday through Friday between 8:00 a.m. and 5:00 p.m.

VILLAGE COUNCIL OF
ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA

APPENDIX B

FORM OF CERTIFICATE TO
NON-AD VALOREM ASSESSMENT ROLL

CERTIFICATE
TO
NON-AD VALOREM ASSESSMENT ROLL

I HEREBY CERTIFY that, I am the Mayor of the Village Council of Islamorada, Village of Islands, Florida (the "Village"); as such I have satisfied myself that all property included or includable on the non-ad valorem assessment roll for wastewater collection and treatment facilities (the "Non-Ad Valorem Assessment Roll") for the Village's Remaining Service Area Phase I (RSA-I) is properly assessed so far as I have been able to ascertain; and that all required extensions on the above described roll to show the non-ad valorem assessments attributable to the property listed therein have been made pursuant to law.

I FURTHER CERTIFY that, in accordance with the Uniform Assessment Collection Act, this certificate and the herein described Non-Ad Valorem Assessment Roll will be delivered to the Monroe County Tax Collector by September 15, 2025.

IN WITNESS WHEREOF, I have subscribed this certificate and directed the same to be delivered to the Monroe County Tax Collector and made part of the above described Non-Ad Valorem Assessment Roll this _____ day of _____, 2025.

ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA

By:_____
Sharon Mahoney, Mayor

[to be delivered to the Monroe County Tax Collector prior to September 15, 2025]

Council Communication

To: Mayor and Village Council
From: Hatti Jenkins, Interim Finance Director
Date: July 22, 2025
SUBJECT: **Resolution Approving FY 25-26 Remaining Service Area Phase II Wastewater Non-Ad Valorem Assessment Rate and Roll TAB 15**

Background:
On August 23, 2005, the Village Council adopted Ordinance No. 05-16 (the "Assessment Ordinance"), thereby authorizing the creation of assessment areas and authorizing the imposition of special assessments to fund the construction of local improvements.

On June 13, 2013, pursuant to the Assessment Ordinance, the Village Council adopted Resolution No. 13-06-32 (the "Initial Assessment Resolution"), thereby proposing creation of the Assessment Area and describing the method of assessing the cost of Wastewater Collection and Treatment Facilities for Phase II against the real property specially benefited. On July 25, 2013, pursuant to the Assessment Ordinance, the Council subsequently adopted Resolution No. 13-07-42 (the "Final Assessment Resolution"), thereby creating the Assessment Area, confirming the methodology for computing annual assessments, levying and imposing on all tax parcels described in the assessment roll a maximum annual rate of either $256.00 per Equivalent Dwelling Unit ("EDU") for properties with one (1) to ten (10) EDUs; or $2,560.00 per Real Estate Parcel plus $74.00 per EDU for properties greater than ten (10) EDUs for a period not to exceed 25 years, commencing in November 2013, and approving the Assessment Roll.

The Assessment Ordinance requires that the Village hold a public hearing to adopt an Annual Assessment Resolution for each subsequent fiscal year. This Annual Assessment Resolution establishes the rate of the assessments, approves the assessment roll, and directs and authorizes the method of collection.

Analysis:
The proposed Annual Assessment Resolution for Fiscal Year 2025-2026 for the Phase II Wastewater Collection and Treatment Facilities is attached. This is the thirteenth year of the twenty-five (25) year assessment period that commenced in November 2013. In accordance with the Assessment Ordinance, a notice was also published in *The Key West Citizen* on July 16, 2025. This item will be discussed at the July 22 meeting and officially voted on during a special call meeting on August 5. The purpose of this public hearing is to allow for citizen comment prior to final adoption of the Annual Assessment Resolution and assessment roll.

Budget Impact:

The proposed assessment would generate approximately $1,280,000.00 in funds to enable the Village to continue project management, engineering, design, and construction activities to provide wastewater treatment and collection facilities for the Village's remaining service areas, excluding all of the properties within the North Plantation Key service area.

Staff Impact:
The assessment program would continue to be administered by Village staff with the assistance of the Village's assessment consultant, Anser Advisory Services.

Recommendation:
It is recommended that the Village Council adopt the Annual Rate Resolution for the Phase II Wastewater Collection and Treatment Facilities in the Remaining Service Area Phase II (RSA2) Wastewater Assessment Area, for the Fiscal Year 2025-2026 beginning October 1, 2025 through September 30, 2026.

Attachments: 1. 2_Reso_FY25-26 Wastewater RSA-2 NAV_072225 RVCM

RESOLUTION NO. 25-

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, RELATING TO THE CONSTRUCTION AND FUNDING OF WASTEWATER COLLECTION AND TREATMENT FACILITIES FOR PHASE II OF THE WASTEWATER ASSESSMENT AREA WITHIN THE VILLAGE BUT EXCLUDING THE NORTH PLANTATION KEY, NORTH PLANTATION KEY SUPPLEMENTAL AND WOODS CORNER ASSESSMENT AREAS; REIMPOSING SPECIAL ASSESSMENTS FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2025; APPROVING THE ASSESSMENT ROLL; PROVIDING FOR COLLECTION OF THE ASSESSMENTS; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, on August 23, 2005, the Village Council ("Council") of Islamorada, Village of Islands, Florida (the "Village"), enacted Ordinance No. 05-16, as codified in Article III of Chapter 48, of the Village Code of Ordinances (the "Ordinance"), to provide for the creation of assessment areas and authorize the imposition of special assessments to fund the construction of local wastewater improvements to serve the property located therein; and

WHEREAS, on June 13, 2013, the Council adopted Resolution No. 13-06-32, the Initial Assessment Resolution, thereby proposing creation of the Assessment Area for Phase II of the remaining service areas (the "Assessment Area") and describing the method of assessing the cost of Wastewater Collection and Treatment Facilities for Phase II against the real property specially benefited thereby; and

WHEREAS, on July 25, 2013, the Council adopted Resolution No. 13-07-42, the Final Assessment Resolution, thereby creating the Assessment Area, confirming the method of assessing the cost of Wastewater Collection and Treatment Facilities for Phase II against the real property specially benefited thereby and approving the Assessment Roll; and

WHEREAS, pursuant to the provisions of the Ordinance, the Village is required to adopt an Annual Assessment Resolution for each fiscal year to approve the assessment rolls for such fiscal year; and

WHEREAS, the updated Assessment Roll has been filed with the office of the Village Manager, as required by the Ordinance; and

WHEREAS, notice of a public hearing has been published and mailed, if required by the terms of the Ordinance, which provides notice to all interested persons of an opportunity to be heard; the proof of publication being attached hereto as Appendix A; and

WHEREAS, on July 22, 2025, a noticed public hearing was held, and comments and objections of all interested persons have been heard and considered as required by the Ordinance; and

WHEREAS, the Council desires to reimpose the annual wastewater assessment program within the Village, using the tax bill collection method for the Fiscal Year beginning on October 1, 2025.

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

Section 1. Recitals. The above recitals are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this resolution.

Section 2. Authority. This Resolution is adopted pursuant to the Ordinance, the Initial Assessment Resolution, the Final Assessment Resolution (Resolution No. 13-07-42), Chapter 48, Article III of the Village Code, Sections 166.021 and 166.041, Florida Statutes, and other applicable provisions of law.

Section 3. Definitions. This Resolution is the Annual Assessment Resolution as defined in the Ordinance. All capitalized terms in this Resolution shall have the meanings defined in the Ordinance, the Initial Assessment Resolution, and the Final Assessment Resolution.

Section 4. Annual Assessments to Fund Wastewater Treatment and Collection Facilities for Phase II.

(A) The Tax Parcels described in the Assessment Roll are hereby found to be specially benefited by construction of the Wastewater Collection and Treatment Facilities for Phase II in the amount of the maximum annual Phase II Assessment set forth in the Assessment Roll. The methodology for computing annual Assessments described in the Initial Assessment Resolution, and as confirmed by the Final Assessment Resolution, is hereby approved.

(B) Annual Phase II Assessments computed in the manner described in the Initial Assessment Resolution are hereby levied and imposed on all Tax Parcels described in the Assessment Roll at a maximum annual rate of either (i) $256.00 per Equivalent Dwelling Unit ("EDU") for properties with one (1) to ten (10) EDUs, or (ii) $2,560.00 per Real Estate Parcel plus $74.00 per EDU for properties greater than ten (10) EDUs for a period not to exceed twenty-five (25) years, commencing in November 2013.

Section 5. Approval of Assessment Roll.

(A) The updated Assessment Roll, which is currently on file with the Village Manager and incorporated herein by reference, is hereby approved.

(B) Pursuant to the Ordinance and the Uniform Assessment Collection Act, the Assessment Roll shall be certified to the Monroe County Tax Collector prior to September 15, 2025.

Section 6. Assessment Liens.

(A) The Assessments shall constitute a lien against assessed property equal in rank and dignity with the liens of all state, county, district or municipal taxes and other non-ad valorem assessments. Except as otherwise provided by law, such lien shall be superior in dignity to all other liens, titles and claims, until paid. The lien shall be deemed perfected upon adoption by the Council of the Annual Assessment Resolution and shall attach to the property included on the Assessment Roll as of the prior January 1, the lien date for ad valorem taxes.

(B) As to any Tax Parcel that is acquired by a public entity through condemnation, negotiated sale or otherwise prior to adoption of the next Annual Assessment Resolution, the Adjusted Prepayment Amount shall constitute a lien against assessed property equal in rank and dignity with the liens of all state, county, district or municipal taxes and other non-ad valorem assessments. Except as otherwise provided by law, such lien shall be superior in dignity to all other liens, titles and claims, until paid. The lien shall be deemed perfected upon adoption by the Council of the Annual Assessment Resolution and shall attach to the property included on the Assessment Roll upon adoption of the Annual Assessment Resolution.

Section 7. Collection of Assessments.

(A) The Assessments shall be collected pursuant to the Uniform Assessment Collection Act. Upon adoption of the Annual Assessment Resolution for each Fiscal Year, the Village Manager shall cause the certification and delivery of the Assessment Roll to the Tax Collector by September 15, 2025, in the manner prescribed by the Uniform Assessment Collection Act.

(B) The Assessment Roll, as delivered to the Tax Collector, shall be accompanied by a Certificate to Non-Ad Valorem Assessment Roll in substantially the form attached hereto as Appendix B.

Section 8. Severability. If any clause, section, or other part or application of this Resolution is held by any court of competent jurisdiction to be unconstitutional or invalid, in part or application, it shall not affect the validity of the remaining portions or application of this Resolution.

Section 9. Effective date. This Resolution shall take effect immediately upon its adoption.

[REMAINDER OF 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	_____
Councilmember Deb Gillis	_____
Councilmember Anna Richards	_____
Councilmember Steve Friedman	_____

PASSED AND ADOPTED ON THIS 5TH DAY OF AUGUST 2025.

_____
SHARON MAHONEY, MAYOR

ATTEST:

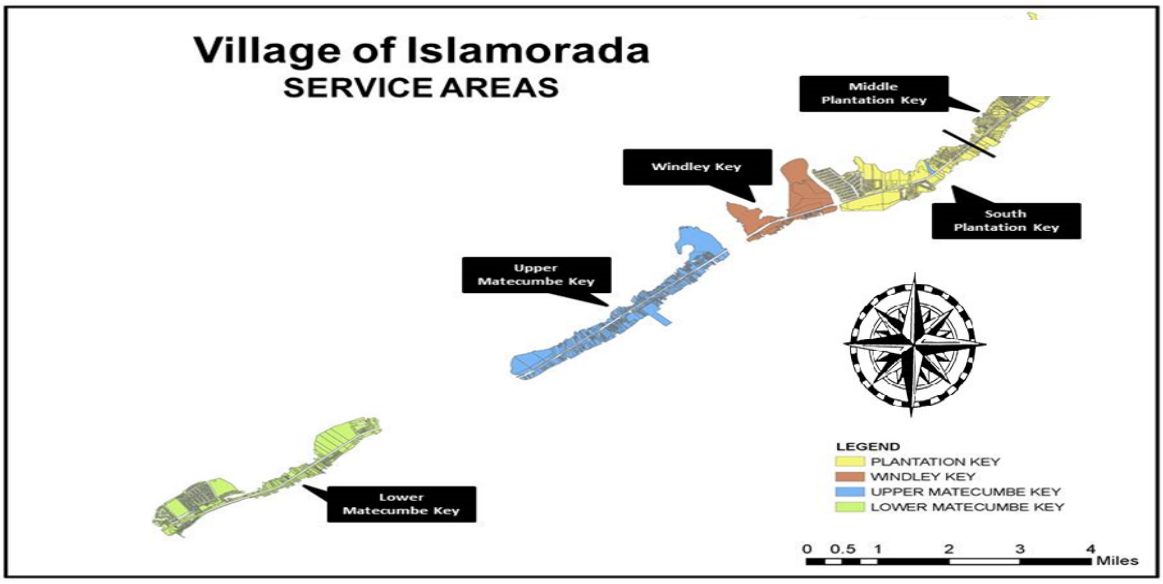
_____
MARNE MCGRATH, VILLAGE CLERK

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

_____
JOHN J. QUICK, VILLAGE ATTORNEY

APPENDIX A

PROOF OF PUBLICATION



NOTICE OF HEARING TO REIMPOSE AND PROVIDE FOR COLLECTION OF SPECIAL ASSESSMENTS FOR WASTEWATER COLLECTION AND TREATMENT FACILITIES FOR REMAINING SERVICE AREA PHASE I (RSA1) AND PHASE 2 (RSA 2)

Notice is hereby given that the Village Council of Islamorada, Village of Islands, Florida, will conduct a public hearing to consider reimposing special assessments against certain parcels of property located therein. The hearing will be held at 5:30 p.m., or as soon thereafter as the matter can be heard, on July 22, 2025, and will be continued until August 5, 2025 at 5:30 p.m. or as soon thereafter as possible at Founders Park Community Center, 87000 Overseas Highway, Islamorada, Florida for the purpose of receiving public comment on the assessments. In accordance with the Americans with Disabilities Act, if you are a person with a disability who needs any accommodation in order to participate in this proceeding, you are entitled, at no cost to you, to the provision of certain assistance. Please contact the Village Clerk at (305) 664-6412 at least seven (7) days prior to the public hearing. All affected property owners have a right to appear at the hearing and to file written objections with the Village within 20 days of this notice. If a person wishes to appeal any decision made by the Village Council with respect to any matter considered at the hearing, such person will need a record of the proceedings and may need to ensure that a verbatim record is made, including the testimony and evidence upon which the appeal is to be made.

For the Phase 1 (RSA 1) Assessment Area, the assessment for each parcel of property is based on the number of equivalent dwelling units attributable to such parcel. Unless prepaid, the annual assessment will include your share of the principal, interest and collection cost. The maximum annual assessment for Fiscal Year 2025-26 and future fiscal years is estimated to be $256 per EDU for properties with 1-10 EDUs and $2,560 plus $74 per EDU for properties greater than 10 EDUs.

For the Phase 2 (RSA 2) Assessment Area, the assessment for each parcel of property is based on the number of equivalent dwelling units attributable to such parcel. Unless prepaid, the annual assessment will include your share of the principal, interest and collection cost. The maximum annual assessment for Fiscal Year 2025-26 and future fiscal years is estimated to be $256 per EDU for properties with 1-10 EDUs and $2,560 plus $74 per EDU for properties greater

than 10 EDUs.

Property owners within the North Plantation Key, Woods Corner, and the North Plantation Key Supplemental Assessment Areas are not included in this Wastewater Assessment Area.

Copies of the Assessment Ordinance (Ordinance No. 05-16), the Initial Assessment Resolution (Resolution No. 13-06-32), the Initial Assessment Resolution (Resolution No. 11-06-38), the Final Assessment Resolution (Resolution No. 13-07-42), the Final Assessment Resolution (Resolution No. 11-07-47), the Annual Rate Resolutions initiating the annual process of updating the Assessment Rolls and reimposing the Assessments and the updated Assessment Rolls for the upcoming fiscal year are available for inspection at the Village Clerk's office, located at 86800 Overseas Highway, Islamorada, Florida.

The assessments will be collected on the ad valorem tax bill, as authorized by Section 197.3632, Florida Statutes. Failure to pay the assessments will cause a tax certificate to be issued against the property which may result in a loss of title. The Village Council intends to collect the assessments in not to exceed twenty-five (25) annual assessments, the first of which was included on the November 2011 and the November 2013 ad valorem tax bills respectively. The total annual assessment revenue to be collected within the Village of Islamorada for the Phase 1 (RSA 1) Assessment Area, for the upcoming fiscal year is estimated to be $1,200,000. The total annual assessment revenue to be collected within the Village of Islamorada for the Phase 2 (RSA 2) Assessment Area, for the upcoming fiscal year is estimated to be $1,280,000. Future annual assessments may be prepaid at the option of the property owner.

If you have any questions, please contact the Village at (305) 664-6446, Monday through Friday between 8:00 a.m. and 5:00 p.m.

VILLAGE COUNCIL OF
ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA

APPENDIX B

FORM OF CERTIFICATE TO
NON-AD VALOREM ASSESSMENT ROLL

CERTIFICATE
OF
NON-AD VALOREM ASSESSMENT ROLL

I HEREBY CERTIFY that, I am the Mayor of the Village Council of Islamorada, Village of Islands, Florida (the "Village"); as such I have satisfied myself that all property included or includable on the non-ad valorem assessment roll for wastewater collection and treatment facilities (the "Non-Ad Valorem Assessment Roll") for the Village is properly assessed so far as I have been able to ascertain; and that all required extensions on the above described roll to show the non-ad valorem assessments attributable to the property listed therein have been made pursuant to law.

I FURTHER CERTIFY that, in accordance with the Uniform Assessment Collection Act, this certificate and the herein described Non-Ad Valorem Assessment Roll will be delivered to the Monroe County Tax Collector by September 15, 2025.

IN WITNESS WHEREOF, I have subscribed this certificate and directed the same to be delivered to the Monroe County Tax Collector and made part of the above described Non-Ad Valorem Assessment Roll this _____ day of _____, 2025.

ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA

By:_____
Sharon Mahoney, Mayor

[to be delivered to the Monroe County Tax Collector prior to September 15, 2025]

Council Communication

To: Mayor and Village Council
From: Peter Frezza, Environmental Resources Manager
Date: July 22, 2025
SUBJECT: **Resolution Approving a Work Authorization with WSP USA, Inc. for Lower Matecumbe Culverts Construction Engineering Inspections and Administration Services TAB 16**

Background:
This project continues the Village's commitment to canal restoration project(s) for water quality improvement within canals and near shore waters. The technology being utilized for this restoration project is culvert pipes. Installation of culvert pipes is an efficient and effective method of restoring multiple canals in this location, due to their proximity to one another. The goal of the proposed improvements is to restore the impaired waters of the canals, to increase the Dissolved Oxygen levels to meet State 62-302 Class III marine water quality standards, and to improve nearshore water quality. The work to be completed is the placement of multiple, side-by-side 4' x 4' box culverts underneath roads at strategic locations to hydrologically connect the canal network. The project will also include a culvert connection under US1 from Canal 155 to 157 to provide increased flushing within the canal systems.

In February of 2025, WSP USA, Inc. ("WSP") assisted the Village in completing the design, permitting and bid support for the Lower Matecumbe Canals Culvert Restoration Project under Work Authorization No. 11. Through a competitive bid process pursuant to RFP 24-19, LPS Contracting was awarded the contract to complete the construction of the project. Construction engineering inspections services are needed to assist the Village with completion of this project.

Analysis:
Pursuant to RFQ# 20-03, on August 14, 2020, the Village entered into a current Continuing Services Agreement ("CSA") with WSP for professional engineering and architectural support services. Exhibit "A" to the attached Resolution is proposed Work Authorization No. 22 between the Village and WSP for Professional Environmental and Engineering Services at a cost not to exceed $127,455.00. Work Authorization No. 22 would become effective upon full execution and continue through December 31, 2026. Under Work Authorization No. 22, as outlined in the Scope of Services within Exhibit "1", WSP will provide construction inspections and administration services for the Lower Matecumbe Canals Culvert Restoration Project (the "Services"). If Work Authorization No. 22 is approved, the Services are anticipated to begin in September 2025 and are expected to take approximately eighteen months to complete.

Budget Impact:

The proposed Fiscal Year 2025-2026 Capital Project Fund Budget includes $9 million for the Lower Matecumbe Canals Culvert Restoration project. The Village has accepted grant awards from the Florida Department of Environmental Protection through the Florida Keys Stewardship Act to fund this project. Expenditures are not expected to be incurred until Fiscal Year 2025-2026.

Staff Impact:
The Village's Environmental Resources Manager would work with WSP staff and field technicians to oversee the canal restoration-related project and manage the agreement with WSP. The Village's Finance department would track the expenditures. The estimated staff time on this project is six hours per week.

Recommendation:
Staff recommends that the Village Council pass and adopt the proposed resolution, thereby approving Work Authorization No. 22 with WSP.

Attachments:
1. Resolution Culverts CEI WA#22 WSP
2. Exhibit A_WA#22_WSP_Culverts Lower Mat_072225
3. Exhibit 1_WSP CEI-CA proposal

RESOLUTION N0. 25-

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING WORK AUTHORIZATION NO. 22 WITH WSP USA, INC. FOR LOWER MATECUMBE CANALS CULVERT RESTORATION PROJECT CONSTRUCTION ENGINEERING INSPECTIONS SERVICES; AUTHORIZING VILLAGE OFFICIALS TO IMPLEMENT THE TERMS AND CONDITIONS OF WORK AUTHORIZATION NO. 22; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE PROJECT AGREEMENT FOR WORK AUTHORIZATION NO 22; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, as part of ongoing efforts to improve water quality within its canals and nearshore waters, Islamorada, Village of Islands (the "Village") will be completing a canal restoration project involving the installation of culvert pipes within the canal network of Lower Matecumbe Key (the "Project"); and

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

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

WHEREAS, WSP is willing to perform the services as outlined in the Scope of Services within Exhibit "1," (the "Services") in an amount not to exceed One Hundred Twenty-Seven Thousand Four-hundred Fifty-five Dollars ($127,455); and

WHEREAS, the Village Council of Islamorada, Village of Islands (the "Village Council"), has determined that approval of the Work Authorization No. 22 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. 22 with WSP, attached as Exhibit "A" for performance of the Services.

Section 3. Authorization of Village Officials. The Village Manager and/or designee and the Village Attorney are authorized to take all actions necessary to implement the terms and conditions of Work Authorization No. 22, attached hereto as Exhibit "A".

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. 22.

Section 5. Authorization of Work Authorization Execution. The Village Manager is authorized to execute the Work Authorization No. 18 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.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

Motion to adopt by _____, seconded by _____.

FINAL VOTE AT ADOPTION

VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS

Mayor Sharon Mahoney ___

Vice Mayor Don Horton ___

Councilman Steve Friedman ___

Councilwoman Deb Gillis ___

Councilwoman Anna Richards ___

PASSED AND ADOPTED THIS ____ DAY OF _____, 2025.

_____

SHARON MAHONEY, MAYOR

ATTEST:

_____

MARNE MCGRATH, VILLAGE CLERK

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

_____

JOHN J. QUICK, VILLAGE ATTORNEY

Exhibit "A"

PROJECT AGREEMENT

Between

ISLAMORADA, VILLAGE OF ISLANDS

And

WSP USA, INC.

For

Work Authorization No. 22

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. 22 for the CONSULTANT to provide construction engineering inspections and administration services for the Lower Matecumbe Canals Culvert Restoration Project, as more further described in Exhibit "1" attached hereto (the "Services"), in accordance with the terms and conditions of this Work Authorization No. 22.

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:

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

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

SECTION 3. TERM/TIME OF PERFORMANCE/DAMAGES

3.1 Term. This Project Agreement shall commence on the date this Agreement is fully executed by all parties and shall continue in full force and effect through, **December 31, 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 One Hundred Twenty-Seven Thousand Four-hundred Fifty-five Dollars **($127,455)** as

compensation for performance of all Services related to the Project. It is understood that the method of compensation is that of lump sum which means that CONSULTANT shall perform all Services set forth for total compensation in the amount stated above. Said lump sum includes but is not limited to, compensation for all fees, expenses, and out-of-pocket costs of the CONSULTANT.

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

SECTION 5. BILLING AND PAYMENTS TO THE CONSULTANT

5.1 Invoices.

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

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

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

5.3 Final Payment. Submission of the CONSULTANT'S invoice for final payment and reimbursement shall constitute the CONSULTANT'S representation to the VILLAGE that, upon

receipt from the VILLAGE of the amount invoiced, all obligations of the CONSULTANT to others, including its Subconsultants, incurred in connection with providing the Services related to the Project, shall be paid in full. The CONSULTANT shall deliver to the VILLAGE all documents and computer files requested by the VILLAGE evidencing payment to any and all subcontractors, and all final specifications, plans or other documents as dictated in the Scope of Services and Deliverables. Acceptance of final payment shall constitute a waiver of all claims against the VILLAGE by the CONSULTANT.

SECTION 6. TERMINATION/SUSPENSION

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

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

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

6.4 Suspension for Convenience. The VILLAGE shall have the right at any time to direct the CONSULTANT to suspend its performance, or any designated part thereof, for any reason whatsoever, or without reason, for a cumulative period of up to five (5) calendar days. If any such suspension is directed by the VILLAGE, the CONSULTANT shall immediately comply with same. In the event the VILLAGE directs a suspension of performance as provided herein, through no fault

of the CONSULTANT, the VILLAGE shall pay the CONSULTANT as full compensation for such suspension the CONSULTANT'S reasonable costs, actually incurred and paid, of demobilization and remobilization.

SECTION 7. PERSONNEL ASSIGNED TO PROJECT

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

NAME	**FUNCTION**
Greg Corning, P.E.	Sr. Project Manager
Stephen Hanks, P.E.	Senior Engineer
Josh Ptomey, Beau Daigneault, Abby Gruner	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: One Penn Plaza New York

City: New York State: NY Zip: 10119

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

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

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: Christine Mehle \ Vice-President

Date: 06/24/2025

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

The 24 day of June, 2025.

AUTHENTICATE:

_____

Secretary

_____

Print Name

WITNESSES:

_____

Print Name: Greg Corning

_____

Print Name: Soraya Gomez

Exhibit 1

16250 NW 59th Ave., Suite 206
Miami Lakes, FL 33014

wsp.com

June 20, 2025

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

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

RE: **Proposal for Lower Matecumbe Key Canal Restoration Culvert Projects CEI/CA Services**
WSP Opportunity No.: 2025US429068

Dear Mr. Frezza,

WSP USA Environment & Infrastructure, Inc. (WSP) is pleased to provide this proposal for continued professional services related to the Lower Matecumbe Canal Restoration Culvert Projects. This proposal is based upon discussions with Village staff in continuing to meet the deliverables outlined in the Canal Work Program Chapter 28-19 Land Planning Regulations for The Florida Keys Area of Critical State Concern, Islamorada, Village of Islands.

Background

WSP has been working with the Village on the community outreach, data collection, design, and permitting for the Lower Matecumbe Canal Restoration Culvert Projects under the WA#2.

A Request for Proposal was issued on October 28, 2024 for the construction of circulation culverts with the Lower Matecumbe canal systems to provide increased flushing and elevated dissolved oxygen concentrations to support a more viable aquatic habitat. LPS Utilities, Inc. was selected through a selection committee and contract negotiation process.

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

Scope of Services

The Scope of Work of the Project is the installation of five circulation culverts. Each culvert will be equipped with a rip-rap approach apron, manatee grate, headwall, and manhole cleanout.

- Palm Drive: Installation of a double 4'x4' box culvert across Palm Drive with a pipe length of 96 feet and with a required dredging volume of 55 cubic yards.
- Sandy Cove Avenue: Installation of a double 4'x4' box culvert across Sandy Cove Ave with a pipe length of 120 feet and with a required dredging volume of 57 cubic yards.

- White Marlin Blvd: Installation of a double 4'x4' box culvert across White Marlin Blvd. with a pipe length of 65 feet and a required dredging volume of 41 cubic yards. The culvert across White Marlin Blvd will replace an existing 18"x36" elliptical reinforced concrete pipe. Lakeview Drive: Installation of a double 4'x4' box culvert across Lakeview Drive with a pipe length of 230 feet.
- US-1: The culvert across US-1 will be installed using jack and bore technology and will require dredging of 40 cubic yards.

WSP will provide construction engineering and environmental site inspections and construction administration services for the Lower Matecumbe Canal Restoration Culvert Projects. The contractor for the Project provided a 6-month construction schedule for completion. WSP will provide up to eight hours daily site inspections for the construction schedule, Monday through Friday, during field construction activities and prepare daily work reports showing contractors' activities, equipment, maintenance of traffic, and environmental compliance. WSP will provide consultation and advice to the Village regarding the Contractor's performance of the Contract. WSP will review construction submittals and provide utility coordination. WSP will provide permit certification and close out upon completion. WSP will liaise with the Village, homeowners, and other stakeholders as necessary to administer the construction contract.

WSP will provide a Construction Engineering and Inspection report (Electronic in PDF format) to document the completion of the project under the plans, specifications, and permits.

Compensation

The services described herein shall be performed on a lump sum fee basis as per WSP USA Inc.'s Professional Service Agreement for **$127,455**.

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 needed. 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/sg

Council Communication

To: Mayor and Village Council
From: John Quick, Interim Village Attorney
Date: July 22, 2025
SUBJECT: **Resolution Approving Second Amendment to Florida Keys Stewardship Act Funding Agreement TAB 17**

Background:
On April 14, 2016, General Bill CS/CS/HB 447: Local Government Environmental Financing (the "Florida Keys Stewardship Act") was approved by the Governor of Florida. The Bill became effective July 1, 2016. Pursuant to Chapter 2016-225, Section 6, Laws of Florida, FY 16-17, which established the Florida Keys Stewardship Act, nonrecurring funds in Specific Appropriation 1669 are provided to the Department of Environmental Protection ("FDEP") for the purpose of entering into financial assistance agreements with local governments located in the Florida Keys Area of Critical State Concern. The grants finance or refinance the cost of constructing sewage collection, treatment, and disposal facilities, building projects that protect, restore, or enhance nearshore water quality and fisheries, such as stormwater or canal restoration projects.

Regarding Stewardship Act funds, the Village and the other local governments within Monroe County agreed previously through each agency's respective lobbyists to continue to follow the Wastewater Funding Distribution [of Everglades Bonds] Schedule included in the State Wastewater Funding Distribution Agreement for "Year Two of Four" as passed and adopted by the Village Council through adoption of Resolution No. 13-02-08 at its regular meeting on February 28, 2013.

Analysis:
The Second Amendment sets forth an updated distribution formula which provides for an even split of future funding between the parties to the Agreement.

The signature page in the attached document reflects only the Village at the moment. It has been agreed that each party approving the Agreement will affix its own signature pages. As a result, if all parties approve this Agreement, it will ultimately include signature pages for each.

Budget Impact:
N/A

Staff Impact:
Finance Department staff and the Environmental Resources Manager are acting in the capacity of Grant Managers for the Grantee, and staff would be responsible for providing and submitting the documentation specified in any future Stewardship Grant agreement.

Recommendation:

Attachments:
1. 4BE013602-Resolution approving second amendment to Stewardship Funding agreement
2. KLWTD State Funding ILA

RESOLUTION NO. 25-

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING THE SECOND AMENDMENT TO THE MORNOE COUNTY STATE WASTEWATER FUNDING AGREEMENT; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE SECOND AMENDMENT; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; PROVIDING FOR IMPLEMENTATION, CORRECTIONS, AND AN EFFECTIVE DATE.

WHEREAS, Ch. 2010-205, Laws of Florida, incorporating and updating Ch. 99-395, Laws of Florida, mandates the upgrade of all wastewater systems within the Florida Keys to advanced wastewater treatment standards or best available technology by December 31, 2015; and

WHEREAS, with the 2010 law which imposed the new deadline, the Legislature authorized the issuance of up to $200,000,000 in Everglades Bonds to be issued over four years to assist local governments in the Keys in completing this state mandate; and

WHEREAS, in 2012, the Florida Legislature funded $50 million in bonds for the construction of wastewater treatment facilities in the Florida Keys Area of Critical State Concern with a distribution of the funds set forth in proviso language in the General Appropriations Act directing 40% of the first year bond proceeds, $20 million, to go to Islamorada and 60%, $30 million, to go to Monroe County to finance wastewater treatment projects; and

WHEREAS, on or about February 28, 2013, the Village Council ("Village Council") Islamorada, Village of Islands ("Village") approved the Monroe County State Wastewater Funding Distribution Agreement for "Year Two to Four" ("Agreement") pursuant to Resolution No. 13-02-08; and

WHEREAS, the City of Marathon prepared the Second Amendment to the Agreement ("Second Amendment") for approval by all parties in the county setting forth a distribution schedule for future Florida Keys Stewardship Act funding; and

WHEREAS, the distribution formula established in the Second Amendment provides for an even split of future funding between the parties to the Agreement; and

WHEREAS, the Village Council wishes to approve the Second Amendment attached hereto as Exhibit "A", and authorize the Village Manager to execute the Second Amendment; and

WHEREAS, the Village Council finds that this Resolution is in the best interest and welfare of the Village.

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

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

Section 2. Approval of Second Amendment. The Village Council hereby approves the Second Amendment attached hereto as Exhibit "A", together with such non-material changes as may be acceptable to the Village Manager and as approved as to form and legality by the Village Attorney.

Section 3. Authorization to Execute Agreement. The Village Manager is authorized to execute Second Amendment generally in the form attached hereto as Exhibit "A," subject to the approval as to form and legal sufficiency by the Village Attorney.

Section 4. Implementation. 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 Second Amendment.

Section 5. Corrections. Conforming language or technical scrivener-type corrections may be made by the Village Attorney for any conforming amendments to be incorporated into the final resolution for signature.

Section 6. Authorization of Fund Expenditure. Notwithstanding the limitations imposed upon the Village Manager, the Village Manager is authorized to expend budgeted funds to implement the terms and conditions of the Second Amendment.

Section 7. Transmittal. Upon adoption, the Village Clerk is hereby directed to transmit a copy of this Resolution and an executed copy of the Second Amendment to the office of the Monroe County Attorney or other the legal department of another designated government entity as agreed upon by the parties to the Second Amendment.

Section 8. Effective Date. This Resolution shall become effective immediately upon adoption.

[Remainder of the 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	_____
Councilmember Deb Gillis	_____
Councilmember Steve Friedman	_____
Councilmember Anna Richards	_____

PASSED AND ADOPTED this ____ day of _____, 2025.

_____
SHARON MAHONEY, MAYOR

ATTEST:

_____
MARNIE MCGRATH, VILLAGE CLERK

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

_____
JOHN QUICK, VILLAGE ATTORNEY

SECOND AMENDMENT TO THE AMENDMENT TO THE *STATE WASTEWATER FUNDING AGREEMENT FOR "YEAR TWO OF FOUR"*

The parties below entered into an *Interlocal Agreement* on February 20, 2013, which was subsequently amended by an Agreement entitled, *Amendment to the State Wastewater Funding Agreement for "Year Two of Four"* dated September 17, 2013 (collectively, the "ILA"). The purpose of the ILA was to equitably allocate the Mayfield Grant Funds given by the State of Florida to the parties listed below. This *Second Amendment* will be referred to as the "Extension Agreement."

The parties desire to enter into this *Extension Agreement* to provide clarity to the State of Florida as to the distribution of funds received under the *Florida Keys Stewardship Act* for the next five years.

This *Extension Agreement* amends the ILA as follows:

1. The terms within the two previous Agreements remain in full force and effect except as amended herein.

2. The **Whereas** clauses are reiterated as though set forth fully and at length herein.

3. The parties remain as stated in the ILA:

   A. The City of Key West
   B. The City of Marathon
   C. The City of Key Colony Beach
   D. The City of Layton
   E. Islamorada, Village of Islands
   F. Monroe County, Florida
   G. Florida Keys Aqueduct Authority
   H. Key Largo Wastewater Treatment District

4. Since 2012, the Florida Legislature has allocated $214,333,333.00 to fund wastewater treatment infrastructure projects in the Florida Keys. An initial fifty million ($50,000,000.00) was allocated to the Cudjoe Regional Wastewater Project and to Islamorada, Village of Islands. Thereafter, the funds were allocated pursuant to the terms of paragraph 5 in the ILA entitled, *Distribution of Funds*.

5. The parties agree that future funds received, pursuant to the *Florida Keys Stewardship Act*, shall be distributed according to the following schedule:

Entity	**Allocation**
The City of Key West	12.5 %
The City of Marathon	12.5%
The City of Key Colony Beach	12.5%
The City of Layton (as provided below)	12.5% (see below)
Islamorada, Village of Islands	12.5%
Monroe County, Florida	12.5%
Florida Keys Aqueduct Authority	12.5%
Key Largo Wastewater Treatment District	12.5%

6. As the parties have done in previous years, each party to the ILA and this *Extension Agreement* is authorized to reallocate their respective shares of funds upon mutual agreement of the specifically impacted parties. Such reallocation shall be evidenced in writing and executed by the impacted parties.

7. The parties agree to work cooperatively to advocate to the Legislature each year to distribute the *Florida Keys Stewardship Act* funding in accordance with the proviso that has been utilized for a majority of the budgets adopted. The language provides:

> Funds in Specific Appropriation 2112A are provided to the Department of Environmental Protection for the purpose of entering into financial assistance agreements with local governments located in the Florida Keys Area of Critical State Concern and City of Key West Area of Critical State Concern, to be distributed in accordance with the existing interlocal agreement amongst the City of Key West, City of Marathon, City of Key Colony Beach, City of Layton (as provided below), Islamorada, Village of Islands, Key Largo Wastewater Treatment District, Florida Keys Aqueduct Authority, and Monroe County, to finance or refinance the cost of constructing sewage collection, treatment, and disposal facilities, building projects that protect, restore, or enhance nearshore water quality and fisheries, such as stormwater or canal restoration projects and projects to protect water resources available to the Florida Keys, or for the purpose of land acquisition within the Florida Keys Area of Critical Concern as authorized pursuant to section 259.045, Florida Statutes, with increased priority given these acquisitions that achieve a combination of conservation goals, including protecting Florida's water resources and natural groundwater recharge.

8. The City of Layton is a signatory to the ILA and a participating government for the sake of future year state appropriations. They were not included in the 2025-2026 legislative appropriations by error and omission (Specific Appropriation 2112A). To the extent that there are future appropriations, the participating governments agree to ensure the City of Layton is including in proviso language.

9. Appropriated funds shall be distributed equally among the eight (8) parties to this ILA. The amount to be divided each year will be based upon annual appropriations by the state. Each participating government, including participating utilities, during any year that funds are appropriated under the Stewardship Act or successive legislation must meet grant requirements set out by the state for the receipt of such funds.

10. If any of the governmental entities listed herein is not willing or able to execute this cooperative agreement among all entities in the Keys by July 30, 2025, their designated portion shall not be directly allocated to said party; instead, their percentage of funds shall be allocated by the Florida Department of Environmental Protection according to the grant agreement process similarly utilized in fiscal year 2024-2025.

11. This Extension Agreement shall take effect when fully executed by all parties' authorized representatives and shall continue in effect for five (5) years or until all Mayfield Grant Funds approved by the Florida Legislature have been distributed to the parties in accordance with this *Extension Agreement*.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their Authorized Officers and have affixed their Corporate Seals hereon.

SIGNATURES ON THE FOLLOWING PAGES:

ISLAMORADA, VILLAGE OF ISLANDS

By: _____
Ron Saunders
Village Manager

Attest:

By: _____
Marne McGrath
Village Clerk

Approved as to form and legal sufficiency
for the sole use and benefit of the Village:

By: _____
John J. Quick
Village Attorney

Council Communication

To: Mayor and Village Council
From: Jamie Terry, Human Resources Director
Date: July 22, 2025
SUBJECT: **Human Resources Information System ("HRIS") and Payroll Software Replacement TAB 18**

Background:
Over the past year, the Human Resources department has evaluated current human resources and payroll processes, procedures and compliance-related tasks. During that time, the need for a consolidated, all-in-one Human Resources Information System ("HRIS") and Payroll system has become more evident. Currently, the Human Resources department utilizes approximately ten (10) different software solutions to maintain employee data and process payroll.

These current systems have the following annual subscription fees (one-time payments & ASM Fees):
Human Resources ERP - $5940.00
Time & Attendance w/clocks - $6770.00
Scheduling Software (Fire Rescue) - $5790.00
Applicant Tracking, Job Postings, Onboarding/Offboarding - $11,400.00
Compliance Training - included in Public Risk Management fee
Compliance Reporting (W2's & Affordable Healthcare) - $1350.00

Analysis:
While the current system has served us, it is no longer meeting our organizational needs and is negatively impacting efficiency, accuracy, and compliance. Replacing the system will lead to significant improvements in HR processes, data management, and overall organizational effectiveness.

Current System Deficiencies
Our current systems used for maintaining employee data, benefit administration, and processing payroll present the following key deficiencies:

- Limited Functionality: The current system lacks essential features such as integrated benefits administration, performance management modules, compliance training, and applicant tracking capabilities, resulting in manual processes and inefficient workflows.
- Poor Data Integrity: The system's architecture leads to data silos and inconsistencies, making it difficult to maintain accurate and reliable employee data.

- Lack of Integration: The system does not effectively integrate with other vital systems (e.g., benefits, retirement, onboarding/offboarding), leading to redundant data entry and errors.
- Limited Reporting and Analytics: Our current system provides limited reporting and analytical capabilities, making it challenging to extract meaningful insights from HR data to inform decision-making.
- Compliance Risks: The system's inability to effectively manage complex compliance requirements poses a risk of fines and potential legal issues.

Benefits of HRIS Replacement
Implementing a new HRIS system will deliver tangible benefits, including:

- Improved Efficiency and Productivity: Automating manual processes, such as online benefit open enrollment, onboarding new employees, compliance training and performance appraisal management, will save significant time and resources.
- Benefits and Compensation Modeling: Ability to accurately and efficiently track salary and benefits costs to-date, and to make projections both against authorized budgets, given staffing levels and authorized complement.
- Enhanced Data Accuracy and Reporting: A centralized, integrated database will ensure data integrity, allowing for accurate reporting and insightful analytics.
- Reduced Costs: Eliminating manual tasks, minimizing duplicate work, and improving reporting capabilities can lead to cost savings through decreased administrative expenses and reduced risk of compliance-related fines.
- Improved Employee Engagement and Retention: Streamlined processes, improved access to information, and efficient communication can contribute to a more positive employee experience, potentially reducing turnover.
- Enhanced Compliance: A modern HRIS will ensure compliance with current and future regulations, mitigating legal risks and penalties.

Budget Impact:
Costs associated with the implementation and setting up of the new software system for FY 24-25 are $1,890.00 from the Village Manager account. The monthly subscription for the system will be billed starting the second payroll run in FY 25-26.

Staff Impact:
Staff impact is limited to setup, conversion and implementation consisting of Human Resources, IT and Finance department employees.

Recommendation:

Attachments:
1. Resolution
2. Exhibit A

RESOLUTION NO. 25-07-XX

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING ANNUAL SUBSCRIPTION FEES FROM PAYCHEX FOR THE VILLAGE IT & HUMAN RESOURCES DEPARTMENT; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE NECESSARY DOCUMENTS; AUTHORIZING THE VILLAGE MANAGER TO EXPEND FUNDS; AUTHORIZING WAIVER OF COMPETITIVE BIDDING; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, Islamorada, Village of Islands (the "Village") has identified data processing errors and inefficiencies related to its Human Resources Information System ("HRIS") and Payroll processing software; and

WHEREAS, the current technology used for HRIS and Payroll processing does not meet the future needs of the Village; and

WHEREAS, the Human Resources, Finance and IT departments have collectively engaged with HRIS/Payroll software companies to evaluate products and services offered; and

WHEREAS, the Village has received and evaluated individual quotes addressing requirements from the Human Resources, Finance and IT departments.

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

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

Section 2. Approval of Purchase. The Village Council hereby approves the proposed annual fees set forth in the Investment Summary presented by Paychex, for the first-

year total of Thirty-four Thousand Eight Hundred Ninety-three and 70/100 Dollars ($34,893.70), as set forth in Exhibit "A" attached hereto.

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 any annual service agreements.

Section 4. Execution of Documents. The Village Manager and the Village Attorney are hereby authorized to execute any required documents on behalf of the Village and authorized to implement the terms and conditions of any documents necessary to effectuate the purchase.

Section 5. Waiver of Purchasing Provisions. In accordance with Section 2-328(a) of the Village Code, the Village Council waives the Purchasing Provisions of the Village Code to utilize Paychex subscription service without competitive selection.

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

Motion to adopt by_____, second by _____.

(REMAINDER OF PAGE LEFT INTENTIONALLY BLANK)

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 22ND DAY OF JULY 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:

_____

JOHN J. QUICK, INTERIM VILLAGE ATTORNEY

Investment Summary

Islamorada Village of Islands

Federal ID: 65-0830851
Client ID: 1050-70236942
Created Date: 06-25-2025
Quote Number: Q-1746421

Prepared by:
LeTisha Garcia
Major Market Sales Executive Field 100+
Sales Representative
lgarcia@paychex.com
+1 3104820712

Prepared for:
Jamie Terry
hr@islamorada.fl.us

Monthly Fees	Units	Rate / Unit	Total
Paychex Flex® Enterprise Plus - Base Fee	1	$131.25	$131.25
Paychex Flex® Enterprise Plus - Per Worker Fee	150	$5.69	$853.13
Paychex Flex Time - Per Employee Fee	150	$1.98	$297.00
Paychex Flex Time Kiosk App w Face ID	1	$75.00	$75.00
Paychex Flex® Time Advanced Scheduling Module - Per Employee Fee	150	$0.50	$75.00
Paychex Flex® Time-Off Management- Per Employee Fee	150	$0.20	$30.23
ESR Service - Per Payrun Fee Usage (2025)	1	$80.50	$80.50
ESR Service - Per Employee Fee Usage (2025)	150	$0.80	$120.00
ExpenseWire	10	$4.00	$40.00
Paychex Flex Engage	150	$4.00	$600.00
Flock Benefits Administration, by Paychex	120	$2.76	$331.50
		Total	**$2,633.61***

*Paychex Flex® Time has a monthly minimum fee of $105.
* A monthly minimum of $200 applies for Flock Benefits Administration, by Paychex.

Annual Fees	Units	Rate / Unit	Total
Year End - Base Fee	1	$97.50	$97.50
W-2 or 1099 Processing - Per User Fee	150	$8.50	$1,275.00
Year End Handling	1	$28.00	$28.00
		Total	**$1,400.50**

One-time Fees	Units	Rate / Unit	Total
Paychex Flex® Enterprise Plus - Setup Fee	1	$0.00	$0.00
Paychex Flex Time - Setup Fee	1	$800.00	$800.00
ESR Service - Setup Fee	1	$375.00	$375.00
ExpenseWire Setup	1	$715.00	$715.00
		Total	**$1,890.00**

Usage Fees	Units	Rate / Use
Remote I-9 - Per Verification	1	$65.00
Learning Enhanced - Training Libraries	1	$20.00
Payroll Delivery	1	$32.00
Quarter End Report Delivery	1	$29.25

First year total	$34,893.70
Annual total	**$33,003.70**

Please sign to indicate your approval of these fees : _____

- The Fees and/or discounts quoted in this Investment Summary are valid for thirty (30) days from the Created Date.

Investment Summary Package

Paychex Flex® Enterprise Plus

Payroll and Financial Support

- Unlimited monthly payroll processing
- Payroll tax services (Taxpay®)
- Flexible Employee pay options
- W-2 service
- Garnishment Payment Service

Workforce Management

- Reporting and Analytics
- General Ledger Report
- New Hire Reporting
- Employment and income verification
- Labor compliance poster kit
- Custom Reports and Data Exports
- State Unemployment Insurance Service (SUIS)
- Labor Distribution and Job Costing

Employee Experience

- Enhanced employee mobile experience
- Paychex Learning Enhanced
- Online reports and analytics
- Corporate events calendar
- Cashflow assistance (FinFit®)
- 24/7 U.S. based expert support

Talent Acquisition

- Job posting website integrations
- Paychex Flex® Hiring
- Paychex Flex® Onboarding
- Self-service Form I-9*
- E-Verify
- Custom documents

Talent Management

- HR Connect
- Compliance (EEO and OSHA)
- Performance Management
- Document Management
- Learning Journeys and development courses
- Employee Handbook Builder
- Paychex Employee Screening Essentials - 15

*There is a per transaction fee for remote Form I-9 (standard is unlimited).

Notations

Product / Billing

- This is a proposal only. The Fees quoted are estimates and your actual Fees may vary based on your payroll frequency, number of workers, and actual products or services selected. The information contained in this proposal is confidential and proprietary and should not be shared with anyone outside your company. Unless otherwise agreed to in writing by the parties: (1) Fees may change as set forth in the service agreement; and (2) promotions begin and expire according to the terms of the promotion.
- Totals displayed do not include sales tax where applicable.
- PEPM applies to all Benefits Eligible Employees. Client is solely responsible for designating the Benefits Eligible status of each Employee for each benefit plan. Discount applied to PEPM only.

Early Termination Fee

- If the Paychex Flock Benefits Administration Services is terminated during the first twelve(12) months Following the effective Date, Client will be liable for the Minimum Monthly Fee from the date of termination through the date that is twelve (12) months from the Effective Date.

Payment and Billing

- Payments shall be due within fifteen (15) days after Client's receipt of invoices detailing such amounts.Service Fees Commence when the Client account for services has been established.Billing of Services Fees will commence prior to the establishment of electronic data feeds and is independent of plan effective dates.

Year-End Delivery

- **Note**: Please review your delivery method with your service provider before 12/31 to avoid additional charges.

Council Communication

To: Mayor and Village Council
From: Lisa Watts, Dockmaster
Date: July 22, 2025
SUBJECT: **Interlocal Agreement with Monroe County for the Boating Improvement Project for Fiscal Year 2025-2026 TAB 19**

Background:
Since 2004, Islamorada, Village of Islands (the "Village") has operated a buoy maintenance program ("Program"), thereby maintaining a Florida Uniform Waterway Marker compliant system of 135 navigational buoys and a series of fixed regulatory, recreational and informational markers within the Village's 1200' offshore jurisdiction in the Atlantic Ocean and Gulf of Mexico to aid in boater navigation and facilitate preservation of nearshore waters, flats and reefs; and Florida Boating Improvement Funds ("BIF") are allocated to Monroe County (the "County") for County-wide use for boat ramps, lifts and hoists, marine railways, and other public launching facilities; piers, docks and other mooring facilities; recreational channel marking and other uniform waterway markers; derelict vessel removal; boating education; economic development initiatives that promote boating; and other local boating-related activities that enhance boating access for recreational boaters.

Analysis:
Beginning in 2012, the County began soliciting applications from municipalities for submission by April 1 of each year for consideration by the Monroe County Board of County Commissioners ("BOCC") for the allocation of County Boating Improvement Funds in the following fiscal year.

Budget Impact:
On February 11, 2025, the Village submitted a Municipality Funding Request attached hereto as Exhibit "A" to the County requesting Fourteen Thousand Dollars ($14,000.00) for reimbursement of Program costs expended during Fiscal Year 2025-2026, which include operation and maintenance of the Village's existing 1200' offshore buoy maintenance program, labor and supplies for the buoy installation at newly permitted locations as the need arises, and for printing and distribution of educational materials advising boaters about boating safety issues and waterway marker information. **,** on June 18, 2025, the BOCC approved the Village's BIF Municipality Funding Request for FY 2025-2026 in the amount of Fourteen Thousand Dollars ($14,000.00)

Staff Impact:
No Impact

Recommendation:

The Village Council hereby approves the Agreement between Monroe County and the Village for the reimbursement of Fiscal Year 2025-2026 Project costs from Boating Improvement Funds, attached hereto as Exhibit “B”.

Attachments:
1. Reso_MoCo_BIF_ILA_2026
2. EXHIBIT_A Boating_Improvement_Funds_2025_Application
3. Exhibit B ILA Islamorada_FY26

RESOLUTION NO. 25-XX

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING THE INTERLOCAL AGREEMENT BETWEEN MONROE COUNTY, FLORIDA, AND ISLAMORADA, VILLAGE OF ISLANDS, TO PROVIDE REIMBURSEMENT FUNDING FROM BOATING IMPROVEMENT FUNDS DURING FISCAL YEAR 2025-2026; AUTHORIZING VILLAGE OFFICIALS TO IMPLEMENT THE TERMS AND CONDITIONS OF THE AGREEMENT; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE AGREEMENT; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, since 2004, Islamorada, Village of Islands (the "Village") has operated a buoy maintenance program ("Program"), thereby maintaining a Florida Uniform Waterway Marker compliant system of 135 navigational buoys and a series of fixed regulatory, recreational and informational markers within the Village's 1200' offshore jurisdiction in the Atlantic Ocean and Gulf of Mexico to aid in boater navigation and facilitate preservation of nearshore waters, flats and reefs; and

WHEREAS, Florida Boating Improvement Funds ("BIF") are allocated to Monroe County (the "County") for County-wide use for boat ramps, lifts and hoists, marine railways, and other public launching facilities; piers, docks and other mooring facilities; recreational channel marking and other uniform waterway markers; derelict vessel removal; boating education; economic development initiatives that promote boating; and other local boating-related activities that enhance boating access for recreational boaters; and

WHEREAS, beginning in 2012, the County began soliciting applications from municipalities for submission by April 1 of each year for consideration by the Monroe County Board of County Commissioners ("BOCC") for the allocation of County Boating Improvement Funds in the following fiscal year; and

WHEREAS, on February 11, 2025, the Village submitted a Municipality Funding Request, attached hereto as Exhibit "A" to the County requesting Fourteen Thousand Dollars ($14,000.00) for reimbursement of Program costs expended during Fiscal Year 2025-2026, which include operation and maintenance of the Village's existing 1200' offshore buoy maintenance program, labor and supplies for the buoy installation at newly permitted locations as the need arises, and for printing and distribution of educational materials advising boaters about boating safety issues and waterway marker information; and

WHEREAS, on June 18, 2025, the BOCC approved the Village's BIF Municipality Funding Request for FY 2025-2026 in the amount of Fourteen Thousand Dollars ($14,000.00); and

WHEREAS, Monroe County staff has prepared an Interlocal Agreement ("Agreement") providing the terms and conditions for reimbursement to the Village of approved Fiscal Year 2025-2026 expenditures in an amount not to exceed Fourteen Thousand Dollars ($14,000.00); and

WHEREAS, the Village Council finds that approval of the Agreement between Monroe County and the Village 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 Agreement. The Village Council hereby approves the Agreement between Monroe County and the Village for the reimbursement of Fiscal Year 2025-2026 Project costs from Boating Improvement Funds, attached hereto as Exhibit "B", together with such non-material changes as may be acceptable to the Village Manager and approved as to form and legality by the Village Attorney.

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

Section 4. Execution of Agreement. The Village Manager is authorized to execute the Agreement on behalf of the Village, to execute any required agreements and/or documents to implement the terms and conditions of the Agreement and to execute any extensions and/or amendments to the Agreement, subject to the approval as to form and legality by the Village Attorney.

Section 5. **Authorization of Fund Expenditures.** Notwithstanding the limitations imposed upon the Village Manager pursuant to the Village's Purchasing Procedures Ordinance, the Village Manager is hereby authorized to expend budgeted funds for the services.

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

Motion to adopt by _____, seconded by _____.

FINAL VOTE AT ADOPTION

VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS

Mayor Sharon Mahoney ___
Vice Mayor Don Horton ___
Councilman Steve Freidman ___
Councilwoman Deb Gillis ___
Councilwoman Anna Richards ___

PASSED AND ADOPTED THIS ____ DAY OF _____, 2025.

_____
Sharon Mahoney, MAYOR

ATTEST:

_____
MARNE MCGRATH, VILLAGE CLERK

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

_____
JOHN J. QUICK, VILLAGE ATTORNEY

Exhibit "A"

RESET

PRINT

MUNICIPALITY FUNDING REQUEST FORM
FOR USE OF
MONROE COUNTY BOATING IMPROVEMENT FUNDS

Request Forms must be submitted by April 1st for funding consideration for the following fiscal year. Please complete the following as thoroughly as possible. If you have any questions please call the Monroe County Marine Resources Office at 305-289-2805 for assistance.

I- APPLICANT INFORMATION

Municipality: Islamorada, Village of Islands

Project Manager: Lisa Watts, Head Dockmaster, Islamorada Plantation Yacht Harbor Marina

Phone: (305) 853-2381 **Email:** lisa.watts@islamorada.fl.us

II- PROJECT SUMMARY

Project Title:

Project description and purpose (explain the community need and project merit):

Village boundaries extend from mile marker 90.9 to mile marker 72.6 and include Plantation Key, Windley Key, Upper Matecumbe Key and Lower Matecumbe Key. Known as the "Sportsfishing Capital of the World," the waters off Islamorada are heavily traveled boaters, personal watercraft, kayakers and paddle boarders.
In 2003, the Village Near Shore Water Regulation Citizens' Advisory Committee and the Monroe County Department of Marine Resources partnered to protect residents, visitors and natural resources by instituting 300 foot no wake zones along the shoreline within the Village's offshore jurisdiction in the Atlantic Ocean and the Gulf of Mexico. After much effort, assistance from the National Marine Sanctuary, and a lengthy permitting process, the Florida Uniform Waterway Marker compliant system of 120 "No Wake Zone" buoys and a series of fixed informational markers were installed in 2004 to mark the areas of shoreline where the idle speed zones are in effect. The buoys aid in boater safety and facilitate preservation of the shoreline, nearshore waters, flats and reefs.
In accordance with Florida law, the Village established a Buoy Maintenance Program (the "Program") to maintain the system of buoys. Due to heavy boat traffic, environmental wear and tear, and occasional theft, the Village experiences losses and damages to its buoy system. The Village contracts marine professionals to regularly inspect and maintain the buoys.
The Village requests assistance funding the Program from the Monroe County Boating Improvement Funds Grant Program for FY 24-25 in the amount of $14,000.00 (approximately 25% of the estimated Program costs). Based on prior years' costs and projected cost increases based on the increase in the Consumer Price Index, Islamorada's total Buoy Maintenance Program costs for FY 23-24 are estimated at $55,292.50. If awarded, the Village's contribution is projected to be $41,292.50 (approximately 75%) of the Program costs to be paid from its Marina Enterprise Fund. Program work includes 1) labor of certified divers to inspect buoys and anchors, assembly and installation of new buoys and anchoring materials; 2) replacement buoys, anchor assembly lines, property identification and numbering decals; and 3) printing educational materials.
This project remains both valuable and necessary. The buoy system continues to benefit residents, visitors, and the coastal and marine environment. Without the properly maintained buoy system, boating on the waters off the Village would be more dangerous and create conditions harmful to boaters, swimmers, the shoreline, the coral reef and wildlife.

MUNICIPALITY FUNDING REQUEST FORM
FOR USE OF MONROE COUNTY BOATING IMPROVEMENT FUNDS

III- PROJECT DETAILS

Total estimated project cost (attach cost estimates)	$51,292.50		**Funding amount requested**	$14,000.00	
Is project site occurring entirely on city owned property?	No	**Is project a new capital improvement?**	No	**Does project include revenue generating infrastructure? ***	No

Description of how project may promote public water access:

The Buoy Maintenance Program promotes public water access by providing 120 highly visible buoys marked with GPS identifiers that may assist boaters to determine their position, warn of dangers and obstruction in navigation and alert boaters and operators of the Federal, State and Local Regulations. Buoys are safer than fixed signs, reduce the severity of boater/sign collisions, and are less expensive to erect and maintain. The buoy system may especially promote public water access for boaters planning to snorkel from their vessels as well as kayakers, canoers, paddle boarders and open-water swimmers by improving the safety in the 300-foot from shoreline area.
The project also promotes safe boating practices and protection of Islamorada's fragile sea life by exhibiting on every buoy: “IDLE SPEED NO WAKE 300' FROM SHORE".

Status of project (is the project designed/permitted if applicable?)

The applicant will provide any pertinent documentation to assist with the review and evaluation of the funding request such as site plans (verifying property ownership), design plans, permits, etc.

In 2008, pursuant to the Florida Administrative Code and Islamorada's Ordinance 03-10, the Village's waterway marker plan was approved by the Florida Fish & Wildlife Conservation Commission's Office of Boating Safety & Waterway Management. FWC Permit No. 04-018 (attached). The permit lists the marker identification numbers, latitude/longitude and sign text for each of the 120 approved buoys in the system.
In November 2021, the Tri-Annual Inspection was completed and submitted to the FWC Division of Law Enforcement Boating and Waterways Section to maintain the buoy permits. An update inspection report will be completed prior to November 2024.The Village continues to distribute educational brochures and rack cards to increase public safety awareness of local boating issues and regulations.

List other funding sources (match) and amounts:

Funding Source (match)	Amounts
Village Marina Enterprise Fund	$41,292.50

Timeframe for project start/completion:

The funding request is for Fiscal Year 2024-2025 for project costs incurred and paid from October 1, 2024 through September 30, 2025. This is and ongoing, multi-year project that has continued without interruption since its creation in 2003 through a partnership with the Monroe County and with the assistance of the National Marine Sanctuary.

***Requests for funding for revenue generating infrastructure must include an explanation of unmet costs, including fiscal analysis documentation (such as a current annual financial report).

Poseidon Marine Towing Corp.
PO Box 831
Islamorada, FL 33036

Village Buoy Contract 2025-2026

OBJECTIVE

To search for anchors where buoys are no longer there. Install new anchors where we are unable to find anchors. Clean and check current buoys in place. Replaced damaged buoys.

SCOPE OF SERVICES

1. Anchor Search

On scene / set up / search – Approx. 45 min. each at approx. 10 anchors – 7.5 hrs. total

2. Anchors Installed

Approx. 6 Anchors to install. On scene / set up / install – Approx. 3 hrs. each at 6 anchors- 18 hrs. total.

3. Buoys Cleaned / Checked

Entire buoy system 120 buoys.
Clean / Check buoy / Chain etc. Approx. 1 hr. each. On scene / Set up Clean / Check – 120 hrs. total.

4. Replace Damaged Buoys

Approx. 13 buoys to replace. On scene / Set up / Install new buoy, line etc. 1 hr. each – 13 hrs.

WORK TO BE PERFORMED

Approx. number of hours 158.80 hrs. at $325.00 per hr. = $51,512.50

PURCHASES

Orange reflective sticker - $250.00
Hose – 200 ft. – Approx. $200.00
Shackles – 100 Approx. $150.00
Buoy's - $230.00 each = 10 buoys = $ 2,300.00
Graphics for buoy's – Approx. $22.00 each – 2 per buoy = 40= $880.00
Total amount of project is $55,292.50

NOTE

Contingency allowed for Scope of Work built into each section.

Weather is always a factor on work performed and the timeliness of completion. Sunny days and clear water make it easier to work and find anchors. We consider weather conditions when heading out to work on buoys.

VP ,

Ilene Perez

#131
N24 58 59.4
W080 32 27.2

Inspection, cleaning and repairs to regulatory buoys.

EDIDLE
300

Buoys damaged beyond repair and removed from Islamorada's inshore buoy system.

IDLE SPE
300 FT
FROM
SHORE
NO WAKE
SPEED
FT
FROM
SHORE
AKE

Florida Fish & Wildlife Conservation Commission

Florida Uniform Waterway Marker Project Data Verification

Office of Boating Safety & Waterway Management

FWCC File No.: 04-018 **Project Name:** 04-018 VILLAGE OF ISLAMORADA **Date Submitted:** 1/1/2004
Waterway(s): ATLANTIC OCEAN
GULF OF MEXICO
Intercoastal Waterway: N
Class: BOATING SAFETY
Applicant: VILLAGE OF ISLAMORADA
Contact:

Status: APPROVED **Date Approved:** 12/17/2008

Markers Verified: No

ZULLY HEMEYER
ISLAMORADA, VILLAGE OF ISLANDS
POST OFFICE BOX 568
ISLAMORADA, FL 33036-
E-mail Address: zully.hemeyer@islamorada.fl.us
Phone: (305)664-6427 Ext:
Fax: (305)853-5357
Suncom:

Person Responsible For Maintenance: UNKNOWN

BERNIE LAPIRA
VILLAGE MANAGER
87000 OVERSEAS HIGHWAY
POST OFFICE BOX 33036
ISLAMORADA, FL 33036-

E-mail Address: bernie.lapira@islamorada.fl.us
Phone: (305)664-2345 Ext:
Fax: (305)853-5357
Suncom:

County(s): MONROE
Local Governmental Action Establishing Boating Restricted Area: Ordinance #: 03-10 Date: Rule #: Date:
Other Agency Permits/Approval:
Florida Fish & Wildlife Conservation Commission: Y
United States Coast Guard (USCG): Y
Army Corps of Engineers (USCOE): Y
Fl Dept of Environmental Protection (DEP): Y

Markers

Seq/Id/Ver	Latitude	Longitude	Site	Location	Mount	Code	Direction	Symbol	Waterway
1/17040	25 00.22836N	080 32.41002W	OCEAN/GULF	Water	BUOY				ATLANTIC OCEAN
Sign Verbiage: IDLE SPEED NO WAKE									
Additional Sign Verbiage: 100' FROM SHORE									
2/17041	25 00.26670N	080 32.52330W	OCEAN/GULF	Water	BUOY				ATLANTIC OCEAN
Sign Verbiage: IDLE SPEED NO WAKE									
Additional Sign Verbiage: 100' FROM SHORE									
3/17042	25 00.25332N	080 32.62332W	OCEAN/GULF	Water	BUOY				ATLANTIC OCEAN
Sign Verbiage: IDLE SPEED NO WAKE									
Additional Sign Verbiage: 100' FROM SHORE									
4/17043	25 00.15168N	080 32.65500W	OCEAN/GULF	Water	BUOY				ATLANTIC OCEAN
Sign Verbiage: IDLE SPEED NO WAKE									
Additional Sign Verbiage: 100' FROM SHORE									
5/17044	25 00.04668N	080 32.68332W	OCEAN/GULF	Water	BUOY				ATLANTIC OCEAN
Sign Verbiage: IDLE SPEED NO WAKE									
Additional Sign Verbiage: 100' FROM SHORE									
6/17045	24 59.94828N	080 32.71332W	OCEAN/GULF	Water	BUOY				ATLANTIC OCEAN
Sign Verbiage: IDLE SPEED NO WAKE									
Additional Sign Verbiage: 100' FROM SHORE									
7/17046	24 59.44998N	080 33.17160W	OCEAN/GULF	Water	BUOY				ATLANTIC OCEAN
Sign Verbiage: IDLE SPEED NO WAKE									
Additional Sign Verbiage: 100' FROM SHORE									

8/17047 24 59.35998N 080 33.19830W OCEAN/GULF Water BUOY ATLANTIC OCEAN
Sign Verbiage: IDLE SPEED NO WAKE
Additional Sign Verbiage: 100' FROM SHORE

9/17048 24 59.30502N 080 33.15828W OCEAN/GULF Water BUOY ATLANTIC OCEAN
Sign Verbiage: IDLE SPEED NO WAKE
Additional Sign Verbiage: 100' FROM SHORE

10/17049 24 59.23662N 080 33.10662W OCEAN/GULF Water BUOY ATLANTIC OCEAN
Sign Verbiage: IDLE SPEED NO WAKE
Additional Sign Verbiage: 100' FROM SHORE

11/17050 24 59.17002N 080 33.14160W OCEAN/GULF Water BUOY ATLANTIC OCEAN
Sign Verbiage: IDLE SPEED NO WAKE
Additional Sign Verbiage: 100' FROM SHORE

12/17051 24 59.07828N 080 33.18660W OCEAN/GULF Water BUOY ATLANTIC OCEAN
Sign Verbiage: IDLE SPEED NO WAKE
Additional Sign Verbiage: 100' FROM SHORE

13/17052 24 58.98162N 080 33.23160W OCEAN/GULF Water BUOY ATLANTIC OCEAN
Sign Verbiage: IDLE SPEED NO WAKE
Additional Sign Verbiage: 100' FROM SHORE

14/17053 24 58.91658N 080 33.28002W OCEAN/GULF Water BUOY ATLANTIC OCEAN
Sign Verbiage: IDLE SPEED NO WAKE
Additional Sign Verbiage: 100' FROM SHORE

15/17054 24 58.83162N 080 33.37002W OCEAN/GULF Water BUOY ATLANTIC OCEAN
Sign Verbiage: IDLE SPEED NO WAKE
Additional Sign Verbiage: 100' FROM SHORE

16/17055 24 58.73502N 080 33.47328W OCEAN/GULF Water BUOY ATLANTIC OCEAN
Sign Verbiage: IDLE SPEED NO WAKE
Additional Sign Verbiage: 100' FROM SHORE

17/17056 24 58.62330N 080 33.44658W OCEAN/GULF Water BUOY ATLANTIC OCEAN
Sign Verbiage: IDLE SPEED NO WAKE
Additional Sign Verbiage: 100' FROM SHORE

18/17057 24 58.51500N 080 33.43830W OCEAN/GULF Water BUOY ATLANTIC OCEAN
Sign Verbiage: IDLE SPEED NO WAKE
Additional Sign Verbiage: 100' FROM SHORE

19/17058 24 58.42332N 080 33.47658W OCEAN/GULF Water BUOY ATLANTIC OCEAN
Sign Verbiage: IDLE SPEED NO WAKE
Additional Sign Verbiage: 100' FROM SHORE

20/17059 24 58.33998N 080 33.52830W OCEAN/GULF Water BUOY ATLANTIC OCEAN
Sign Verbiage: IDLE SPEED NO WAKE
Additional Sign Verbiage: 100' FROM SHORE

21/17060 24 58.29000N 080 33.62658W OCEAN/GULF Water BUOY ATLANTIC OCEAN
Sign Verbiage: IDLE SPEED NO WAKE
Additional Sign Verbiage: 100' FROM SHORE

22/17061 24 58.25502N 080 33.72660W OCEAN/GULF Water BUOY ATLANTIC OCEAN
Sign Verbiage: IDLE SPEED NO WAKE
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23/17062 24 58.26330N 080 33.84000W OCEAN/GULF Water BUOY ATLANTIC OCEAN
Sign Verbiage: IDLE SPEED NO WAKE
Additional Sign Verbiage: 100' FROM SHORE

24/17063 24 58.17162N 080 33.92658W OCEAN/GULF Water BUOY ATLANTIC OCEAN
Sign Verbiage: IDLE SPEED NO WAKE
Additional Sign Verbiage: 100' FROM SHORE

25/17064 24 58.08330N 080 33.98658W OCEAN/GULF Water BUOY ATLANTIC OCEAN

Sign Verbiage: IDLE SPEED NO WAKE
Additional Sign Verbiage: 100' FROM SHORE

26/17065 24 58.01658N 080 34.08660W OCEAN/GULF Water BUOY ATLANTIC OCEAN
Sign Verbiage: IDLE SPEED NO WAKE
Additional Sign Verbiage: 100' FROM SHORE

27/17066 24 57.96498N 080 34.21500W OCEAN/GULF Water BUOY ATLANTIC OCEAN
Sign Verbiage: IDLE SPEED NO WAKE
Additional Sign Verbiage: 100' FROM SHORE

28/17067 24 57.83832N 080 34.26330W OCEAN/GULF Water BUOY ATLANTIC OCEAN
Sign Verbiage: IDLE SPEED NO WAKE
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29/17068 24 57.78330N 080 34.34328W OCEAN/GULF Water BUOY ATLANTIC OCEAN
Sign Verbiage: IDLE SPEED NO WAKE
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30/17069 24 57.79158N 080 35.14158W OCEAN/GULF Water BUOY ATLANTIC OCEAN
Sign Verbiage: IDLE SPEED NO WAKE
Additional Sign Verbiage: 100' FROM SHORE

31/17070 24 57.76002N 080 35.18502W OCEAN/GULF Water BUOY ATLANTIC OCEAN
Sign Verbiage: IDLE SPEED NO WAKE
Additional Sign Verbiage: 100' FROM SHORE

32/17071 24 57.72000N 080 35.23002W OCEAN/GULF Water BUOY ATLANTIC OCEAN
Sign Verbiage: IDLE SPEED NO WAKE
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33/17072 24 57.75498N 080 35.26158W OCEAN/GULF Water BUOY ATLANTIC OCEAN
Sign Verbiage: IDLE SPEED NO WAKE
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34/17073 24 57.78828N 080 35.29158W OCEAN/GULF Water BUOY ATLANTIC OCEAN
Sign Verbiage: IDLE SPEED NO WAKE
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35/17074 24 56.08830N 080 37.31328W OCEAN/GULF Water BUOY ATLANTIC OCEAN
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36/17087 24 56.01828N 080 37.36332W OCEAN/GULF Water BUOY ATLANTIC OCEAN
Sign Verbiage: IDLE SPEED NO WAKE
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37/17088 24 55.94658N 080 37.43160W OCEAN/GULF Water BUOY ATLANTIC OCEAN
Sign Verbiage: IDLE SPEED NO WAKE
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38/17089 24 55.87998N 080 37.48332W OCEAN/GULF Water BUOY ATLANTIC OCEAN
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39/17090 24 55.81332N 080 37.54998W OCEAN/GULF Water BUOY ATLANTIC OCEAN
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40/17091 24 55.75002N 080 37.62660W OCEAN/GULF Water BUOY ATLANTIC OCEAN
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41/17092 24 55.68660N 080 37.68162W OCEAN/GULF Water BUOY ATLANTIC OCEAN
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42/17093 24 55.61328N 080 37.73832W OCEAN/GULF Water BUOY ATLANTIC OCEAN
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43/17094 24 55.54158N 080 37.80498W OCEAN/GULF Water BUOY ATLANTIC OCEAN
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44/17095 24 55.54002N 080 37.89498W OCEAN/GULF Water BUOY ATLANTIC OCEAN
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45/17096 24 55.48662N 080 37.97160W OCEAN/GULF Water BUOY ATLANTIC OCEAN
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46/17097 24 55.36662N 080 38.07828W OCEAN/GULF Water BUOY ATLANTIC OCEAN
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47/17098 24 55.29162N 080 38.07828W OCEAN/GULF Water BUOY ATLANTIC OCEAN
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48/17099 24 55.24830N 080 38.15160W OCEAN/GULF Water BUOY ATLANTIC OCEAN
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49/17100 24 54.04332N 080 38.37000W OCEAN/GULF Water BUOY ATLANTIC OCEAN
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50/17101 24 54.96828N 080 38.46162W OCEAN/GULF Water BUOY ATLANTIC OCEAN
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51/17102 24 54.87330N 080 38.57658W OCEAN/GULF Water BUOY ATLANTIC OCEAN
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52/17103 24 54.82830N 080 38.70330W OCEAN/GULF Water BUOY ATLANTIC OCEAN
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53/17104 24 52.44498N 080 42.31002W OCEAN/GULF Water BUOY ATLANTIC OCEAN
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54/17105 24 52.35000N 080 42.33330W OCEAN/GULF Water BUOY ATLANTIC OCEAN
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55/17106 24 52.29660N 080 42.42828W OCEAN/GULF Water BUOY ATLANTIC OCEAN
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56/17107 24 52.26498N 080 42.52998W OCEAN/GULF Water BUOY ATLANTIC OCEAN
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57/17108 24 52.24332N 080 42.64998W OCEAN/GULF Water BUOY ATLANTIC OCEAN
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58/17109 24 52.14000N 080 42.70158W OCEAN/GULF Water BUOY ATLANTIC OCEAN
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59/17110 24 52.07658N 080 42.78000W OCEAN/GULF Water BUOY ATLANTIC OCEAN
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60/17111 24 52.01502N 080 42.87000W OCEAN/GULF Water BUOY ATLANTIC OCEAN
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61/17112 24 51.97332N 080 42.97002W OCEAN/GULF Water BUOY ATLANTIC OCEAN
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62/17113 24 51.90498N 080 43.06158W OCEAN/GULF Water BUOY ATLANTIC OCEAN
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63/17114 24 51.81660N 080 43.10160W OCEAN/GULF Water BUOY ATLANTIC OCEAN
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64/17115 24 51.77502N 080 43.20330W OCEAN/GULF Water BUOY ATLANTIC OCEAN
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65/17116 24 51.83658N 080 43.31502W OCEAN/GULF Water BUOY ATLANTIC OCEAN
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66/17117 24 51.98160N 080 43.46160W OCEAN/GULF Water BUOY ATLANTIC OCEAN
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67/17118 24 52.04832N 080 43.58832W OCEAN/GULF Water BUOY ATLANTIC OCEAN
Sign Verbiage: IDLE SPEED NO WAKE
Additional Sign Verbiage: 100' FROM SHORE

68/17119 24 52.01658N 080 43.70160W OCEAN/GULF Water BUOY ATLANTIC OCEAN
Sign Verbiage: IDLE SPEED NO WAKE
Additional Sign Verbiage: 100' FROM SHORE

69/17120 24 51.98160N 080 43.81830W OCEAN/GULF Water BUOY ATLANTIC OCEAN
Sign Verbiage: IDLE SPEED NO WAKE
Additional Sign Verbiage: 100' FROM SHORE

70/17121 24 51.93828N 080 43.92330W OCEAN/GULF Water BUOY ATLANTIC OCEAN
Sign Verbiage: IDLE SPEED NO WAKE
Additional Sign Verbiage: 100' FROM SHORE

71/17122 24 51.88662N 080 44.03160W OCEAN/GULF Water BUOY ATLANTIC OCEAN
Sign Verbiage: IDLE SPEED NO WAKE
Additional Sign Verbiage: 100' FROM SHORE

72/17123 24 51.81162N 080 44.10498W OCEAN/GULF Water BUOY ATLANTIC OCEAN
Sign Verbiage: IDLE SPEED NO WAKE
Additional Sign Verbiage: 100' FROM SHORE

73/17124 24 51.72330N 080 44.16162W OCEAN/GULF Water BUOY ATLANTIC OCEAN
Sign Verbiage: IDLE SPEED NO WAKE
Additional Sign Verbiage: 100' FROM SHORE

74/17125 24 51.66000N 080 44.22330W OCEAN/GULF Water BUOY ATLANTIC OCEAN
Sign Verbiage: IDLE SPEED NO WAKE
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75/17126 24 51.49500N 080 44.37498W OCEAN/GULF Water BUOY ATLANTIC OCEAN
Sign Verbiage: IDLE SPEED NO WAKE
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76/17127 24 51.43500N 080 44.43000W OCEAN/GULF Water BUOY ATLANTIC OCEAN
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77/17128 24 51.36828N 080 44.44662W OCEAN/GULF Water BUOY ATLANTIC OCEAN
Sign Verbiage: IDLE SPEED NO WAKE
Additional Sign Verbiage: 100' FROM SHORE

78/17129 24 51.30330N 080 44.46498W OCEAN/GULF Water BUOY ATLANTIC OCEAN
Sign Verbiage: IDLE SPEED NO WAKE
Additional Sign Verbiage: 100' FROM SHORE

79/17130 24 51.22830N 080 44.48328W OCEAN/GULF Water BUOY ATLANTIC OCEAN
Sign Verbiage: IDLE SPEED NO WAKE
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80/17131 24 51.19500N 080 44.50002W OCEAN/GULF Water BUOY ATLANTIC OCEAN
Sign Verbiage: IDLE SPEED NO WAKE
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81/17132 24 51.13500N 080 44.49660W OCEAN/GULF Water BUOY ATLANTIC OCEAN
Sign Verbiage: IDLE SPEED NO WAKE
Additional Sign Verbiage: 100' FROM SHORE

82/17133 24 51.08502N 080 44.47002W OCEAN/GULF Water BUOY ATLANTIC OCEAN
Sign Verbiage: IDLE SPEED NO WAKE
Additional Sign Verbiage: 100' FROM SHORE

83/17134 24 51.03828N 080 44.43000W OCEAN/GULF Water BUOY ATLANTIC OCEAN
Sign Verbiage: IDLE SPEED NO WAKE
Additional Sign Verbiage: 100' FROM SHORE

84/17135 24 51.03828N 080 44.43000W OCEAN/GULF Water BUOY ATLANTIC OCEAN
Sign Verbiage: IDLE SPEED NO WAKE
Additional Sign Verbiage: 100' FROM SHORE

85/17136 24 51.81000N 080 42.59832W OCEAN/GULF Water BUOY ATLANTIC OCEAN
Sign Verbiage: IDLE SPEED NO WAKE
Additional Sign Verbiage: 100' FROM SHORE

86/17137 24 51.90498N 080 42.48660W OCEAN/GULF Water BUOY ATLANTIC OCEAN
Sign Verbiage: IDLE SPEED NO WAKE
Additional Sign Verbiage: 100' FROM SHORE

87/17138 24 51.97662N 080 42.34158W OCEAN/GULF Water BUOY ATLANTIC OCEAN
Sign Verbiage: IDLE SPEED NO WAKE
Additional Sign Verbiage: 100' FROM SHORE

88/17139 24 52.06500N 080 42.15330W OCEAN/GULF Water BUOY ATLANTIC OCEAN
Sign Verbiage: IDLE SPEED NO WAKE
Additional Sign Verbiage: 100' FROM SHORE

89/17140 24 52.16160N 080 42.04500W OCEAN/GULF Water BUOY ATLANTIC OCEAN
Sign Verbiage: IDLE SPEED NO WAKE
Additional Sign Verbiage: 100' FROM SHORE

90/17141 24 54.65832N 080 38.19828W OCEAN/GULF Water BUOY ATLANTIC OCEAN
Sign Verbiage: IDLE SPEED NO WAKE
Additional Sign Verbiage: 100' FROM SHORE

91/17142 24 54.73332N 080 38.09502W OCEAN/GULF Water BUOY ATLANTIC OCEAN
Sign Verbiage: IDLE SPEED NO WAKE
Additional Sign Verbiage: 100' FROM SHORE

92/17143 24 54.81828N 080 37.98828W OCEAN/GULF Water BUOY ATLANTIC OCEAN
Sign Verbiage: IDLE SPEED NO WAKE
Additional Sign Verbiage: 100' FROM SHORE

93/17144 24 55.23498N 080 37.62660W OCEAN/GULF Water BUOY ATLANTIC OCEAN
Sign Verbiage: IDLE SPEED NO WAKE
Additional Sign Verbiage: 100' FROM SHORE

94/17145 24 55.23498N 080 37.56162W OCEAN/GULF Water BUOY ATLANTIC OCEAN

Sign Verbiage: IDLE SPEED NO WAKE
Additional Sign Verbiage: 100' FROM SHORE

95/17146 24 55.32660N 080 37.46658W OCEAN/GULF Water BUOY ATLANTIC OCEAN
Sign Verbiage: IDLE SPEED NO WAKE
Additional Sign Verbiage: 100' FROM SHORE

96/17147 24 55.42500N 080 37.33998W OCEAN/GULF Water BUOY ATLANTIC OCEAN
Sign Verbiage: IDLE SPEED NO WAKE
Additional Sign Verbiage: 100' FROM SHORE

97/17148 24 55.51998N 080 37.22658W OCEAN/GULF Water BUOY ATLANTIC OCEAN
Sign Verbiage: IDLE SPEED NO WAKE
Additional Sign Verbiage: 100' FROM SHORE

98/17149 24 55.62000N 080 37.12500W OCEAN/GULF Water BUOY ATLANTIC OCEAN
Sign Verbiage: IDLE SPEED NO WAKE
Additional Sign Verbiage: 100' FROM SHORE

99/17150 24 55.70328N 080 37.04832W OCEAN/GULF Water BUOY ATLANTIC OCEAN
Sign Verbiage: IDLE SPEED NO WAKE
Additional Sign Verbiage: 100' FROM SHORE

100/17151 24 55.80660N 080 36.97332W OCEAN/GULF Water BUOY ATLANTIC OCEAN
Sign Verbiage: IDLE SPEED NO WAKE
Additional Sign Verbiage: 100' FROM SHORE

101/17152 24 57.90330N 080 34.15158W OCEAN/GULF Water BUOY ATLANTIC OCEAN
Sign Verbiage: IDLE SPEED NO WAKE
Additional Sign Verbiage: 100' FROM SHORE

102/17153 24 57.19662N 080 34.03998W OCEAN/GULF Water BUOY ATLANTIC OCEAN
Sign Verbiage: IDLE SPEED NO WAKE
Additional Sign Verbiage: 100' FROM SHORE

103/17154 24 57.27828N 080 33.92502W OCEAN/GULF Water BUOY ATLANTIC OCEAN
Sign Verbiage: IDLE SPEED NO WAKE
Additional Sign Verbiage: 100' FROM SHORE

104/17155 24 57.33828N 080 33.87330W OCEAN/GULF Water BUOY ATLANTIC OCEAN
Sign Verbiage: IDLE SPEED NO WAKE
Additional Sign Verbiage: 100' FROM SHORE

105/17156 24 57.46002N 080 33.81000W OCEAN/GULF Water BUOY ATLANTIC OCEAN
Sign Verbiage: IDLE SPEED NO WAKE
Additional Sign Verbiage: 100' FROM SHORE

106/17157 24 57.58500N 080 33.71832W OCEAN/GULF Water BUOY ATLANTIC OCEAN
Sign Verbiage: IDLE SPEED NO WAKE
Additional Sign Verbiage: 100' FROM SHORE

107/17158 24 57.68328N 080 33.64500W OCEAN/GULF Water BUOY ATLANTIC OCEAN
Sign Verbiage: IDLE SPEED NO WAKE
Additional Sign Verbiage: 100' FROM SHORE

108/17159 24 57.80832N 080 33.54660W OCEAN/GULF Water BUOY ATLANTIC OCEAN
Sign Verbiage: IDLE SPEED NO WAKE
Additional Sign Verbiage: 100' FROM SHORE

109/17160 24 57.88332N 080 33.42828W OCEAN/GULF Water BUOY ATLANTIC OCEAN
Sign Verbiage: IDLE SPEED NO WAKE
Additional Sign Verbiage: 100' FROM SHORE

110/17161 24 58.95660N 080 33.30828W OCEAN/GULF Water BUOY ATLANTIC OCEAN
Sign Verbiage: IDLE SPEED NO WAKE
Additional Sign Verbiage: 100' FROM SHORE

111/17162 24 58.04832N 080 33.18660W OCEAN/GULF Water BUOY ATLANTIC OCEAN
Sign Verbiage: IDLE SPEED NO WAKE

Additional Sign Verbiage: 100' FROM SHORE

112/17163 24 58.17330N 080 33.04662W OCEAN/GULF Water BUOY ATLANTIC OCEAN
Sign Verbiage: IDLE SPEED NO WAKE
Additional Sign Verbiage: 100' FROM SHORE

113/17164 24 58.26000N 080 32.98500W OCEAN/GULF Water BUOY ATLANTIC OCEAN
Sign Verbiage: IDLE SPEED NO WAKE
Additional Sign Verbiage: 100' FROM SHORE

114/17165 24 58.38828N 080 32.94660W OCEAN/GULF Water BUOY ATLANTIC OCEAN
Sign Verbiage: IDLE SPEED NO WAKE
Additional Sign Verbiage: 100' FROM SHORE

115/17166 24 58.48662N 080 32.87832W OCEAN/GULF Water BUOY ATLANTIC OCEAN
Sign Verbiage: IDLE SPEED NO WAKE
Additional Sign Verbiage: 100' FROM SHORE

116/17167 24 58.59498N 080 32.80332W OCEAN/GULF Water BUOY ATLANTIC OCEAN
Sign Verbiage: IDLE SPEED NO WAKE
Additional Sign Verbiage: 100' FROM SHORE

117/17168 24 58.71330N 080 32.67000W OCEAN/GULF Water BUOY ATLANTIC OCEAN
Sign Verbiage: IDLE SPEED NO WAKE
Additional Sign Verbiage: 100' FROM SHORE

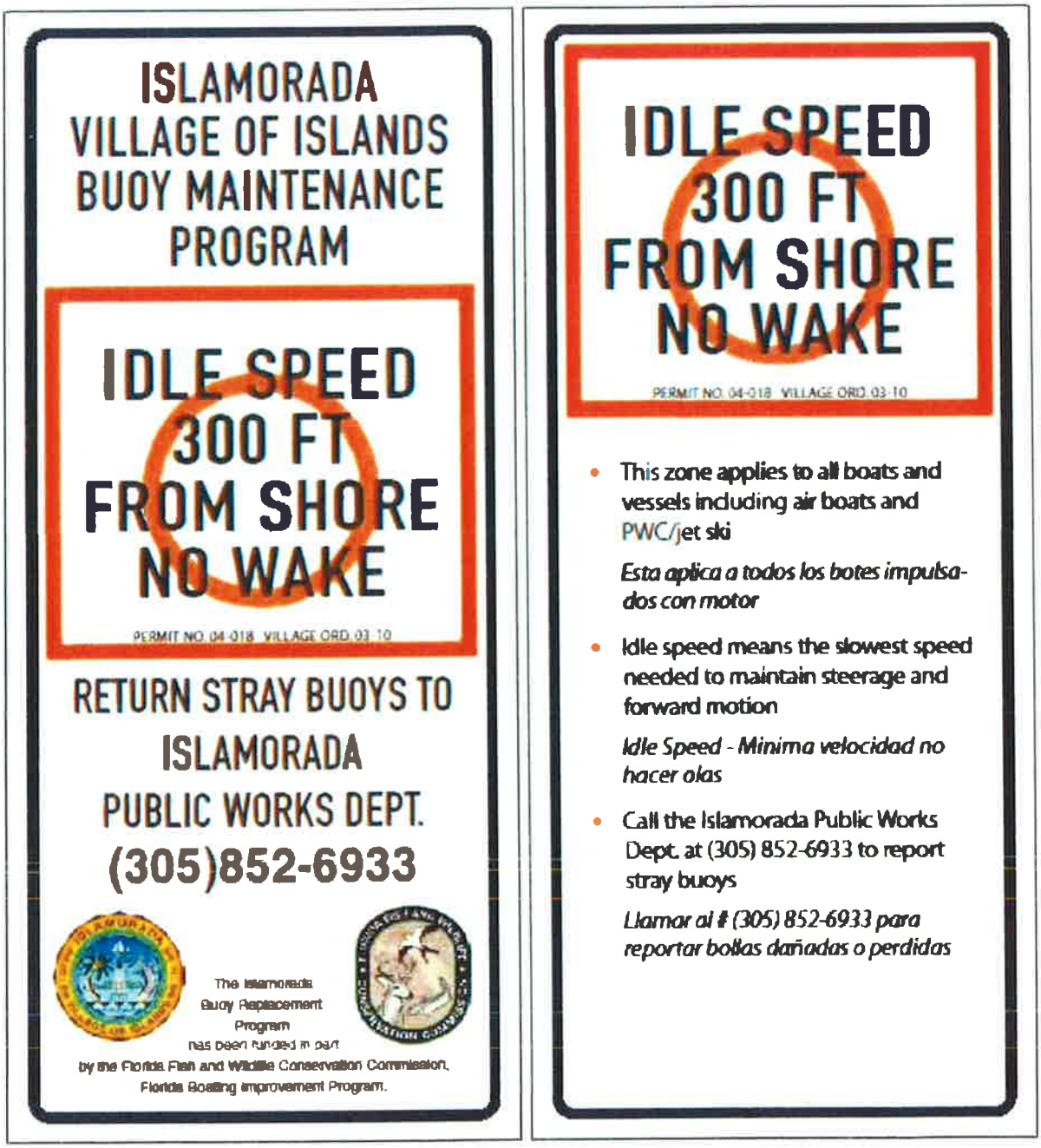
118/17169 24 58.88832N 080 32.54502W OCEAN/GULF Water BUOY ATLANTIC OCEAN
Sign Verbiage: IDLE SPEED NO WAKE
Additional Sign Verbiage: 100' FROM SHORE

119/17170 24 58.99002N 080 32.45328W OCEAN/GULF Water BUOY ATLANTIC OCEAN
Sign Verbiage: IDLE SPEED NO WAKE
Additional Sign Verbiage: 100' FROM SHORE

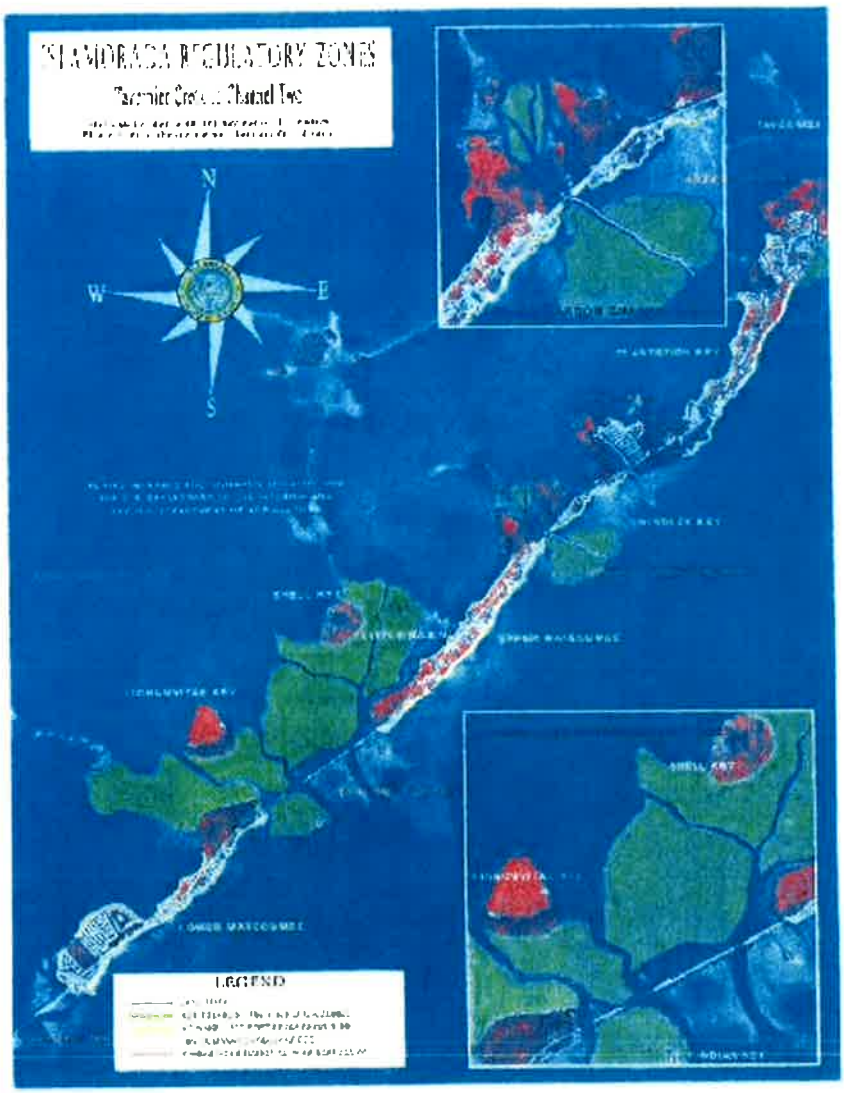
120/17171 24 59.11332N 080 32.37498W OCEAN/GULF Water BUOY ATLANTIC OCEAN
Sign Verbiage: IDLE SPEED NO WAKE
Additional Sign Verbiage: 100' FROM SHORE

Map This Project

Informational stock cards distributed by Islamorada, Village of Islands' public Plantation Yacht Harbor.



Educational brochures distributed by Islamorada, Village of Islands' public Plantation Yacht Harbor.



ON THE WATER IN ISLAMORADA

Welcome to the Village of Islamorada. The area of lands recognized Islamorada police powers and jurisdiction into the coral waters adjacent to its established corporate limits from Tavernier Creek south to Channel Two Bridge. We have designed this document to help you understand and comply with local state and federal marine regulations and to help make your time in the waters surrounding Islamorada more enjoyable and safe. The charts are not for navigational purposes. Simply review prior to observing the regulations that govern our waters. Please, take care of ourselves, coral reefs and marine life and always respect the waters surrounding Islamorada, The Living Capital of the World.

Markers and Definitions: All regulations are strictly enforced.

All vessels must be at IDLE SPEED/NO WAKE while operating in mangrove creeks and basins. Idle speed is the lowest speed needed to maintain steerage and necessary. No wake should be produced at this speed.

Mouth of Tavernier Creek, Snake Creek and Whale Harbor Channel are treated as SLOW SPEED/MINIMUM WAKE. This means you must operate at the lowest speed possible, and practicable, to maintain safe steerage and control for specific conditions.

Special zoning for the Islamorada area designated as NON COMBUSTIBLE MOTOR ZONES. You will see these different yellow buoys delineating the mangrove zone from all navigable waters. All regulations the same thing. No person may operate a vessel with a combustible motor in these zones. You may use a combustible motor for propulsion while in transit to or from a point outside the zone, provided that at all times the vessel is operated at a speed which is no greater than is reasonably necessary to maintain safe steerage and headway.

NO WAKE/IDLE SPEED WITHIN 300' OF RESIDENTIAL AND COMMERCIAL SHORELINES. Islamorada area includes Florida Keys National Marine Sanctuary from nearby sanctuary boundary to mainland shoreline.

No Discharge Zone:

All waters adjacent to the coastline of the mainland of Islamorada and the Florida Keys are designated as No Discharge Zones. Simply put, any vessel with a toilet or holding tank, which is capable of flushing into the water, is required to have the overboard valve in the closed position to prevent direct discharge of treated or untreated waste into the waters. Please see the dockside pump out facilities that are available on participation at the following locations:

Facility	Island	MM	Entry	Phone No.	Fee
Bud N Mary's Marina	Key Largo	102.5	Bay	451-1621	$0
Key Largo Harbor Marina	Key Largo	100	Ocean	451-2045	$5
Marina Del Mar	Key Largo	99.5	Ocean	852-1035	$5
Ocean Reef Marina	Key Largo	97.8	Bay	852-8500	$15
Islamorada Founder's Park	Plantation Key	87	Bay	664-4745	$5
Treasure Harbor Marina	Plantation Key	86.5	Bay	852-4618	$5
Bud N Mary's Marina	Plantation Key	86	Bay/Ocean	664-8118	$5
Coconut's Cove Marina	Windley Key	85.5	Bay/Ocean	664-5526	$5
Islamorada Resorts & Marina	Windley Key	81	Ocean	664-3731	$15
Worldwide Sportsman	Islamorada	81.5	Bay	664-4811	$10
Coral Bay Marina	Islamorada	81.2	Bay	664-4111	$5
Hawk's Cay Resort	Duck Key	61	Bay/Ocean	743-7000	$15

Emergency Contact Numbers for Islamorada Waters

U.S. Coast Guard Islamorada Call	305 664 4404 *CG
Islamorada Village of Islands Police Office	305 853 7021
Florida Wildlife Commission Call	888-404-3922 *FWC
Florida Marine Mammal Rescue	888-404-3922
Mote Aquarium Marine Mammal Rescue - Upper Keys	305-852-4486
Dispatch Assistance - Park Rangers	305 664-2540
Life Threatening Situation - Monroe County	911 or *55 or VHF channel 16

Snake Creek Bridge

The opening signal VHF Channel 9 or call 305-664-4474. Openings are on the hour and half hour between 8:00 a.m. and 8:00 p.m. All other times upon request.

Tips on Boater Safety, Courtesy, Etiquette and Stewardship:

Fish finding technology is great but it's not a substitute for local knowledge and experience. Use charts and GPS to help you get to your favorite spot, but then put them away and look around. Are you seeing birds working bait? Are there other boats in the area? Are you in the right depth of water for the species you're targeting? Pay attention to your surroundings and you'll be more successful.

No Anchor - No Fish - Get it?

Healthy seagrass helps keep the water clean and provides habitat for juvenile fish, crustaceans, and other marine life. Seagrass is also a food source for species like manatees, sea turtles, and queen conch. Help protect seagrass by anchoring in sand and using mooring buoys when available.

- Know your vessel's draft and operate in water deep enough to avoid damaging seagrass beds.
- Use a push pole or trolling motor when in shallow areas instead of relying on your engine.
- Don't be a litterbug. Properly dispose of trash and pick up any trash you see while you are on the water.

Don't throw your fishing line into the water. Monofilament line kills fish and birds and causes harm to humans. Place all your monofilament line in a container on your boat, and then dispose of it properly once you return to shore.

Responsibility to the Environment and Other Users of the Water

To preserve and protect the environment of our landscape, others, and ourselves, we must be responsible.

- Be aware of the laws, and the safety of others. Boating under the influence (BUI) is illegal. Be particularly careful when operating near swimmers, divers, and snorkelers because of the difficulty they have in seeing and hearing boats. Also, be aware of the presence of divers and snorkelers when operating your vessel.
- By law, you are responsible for your own wake. Slow down when within 300 feet of stationary vessels, docks, or shorelines, to minimize damage to property and injury to people.
- Respect others on the water. Always know exactly where you are. If you are not sure about your location, remember you have a duty to assist others in distress.
- Observe all posted boating safety zones. Violations can be avoided by calling 1-888-847-4558.
- Never use your Personal Water Craft (PWC) or boat to disturb, chase or harass wildlife.
- Remember a PWC does not have the same maneuverability as a boat. It cannot stop quickly, and it cannot operate without power. Be careful operating your boat when near a PWC.
- Avoid boating at night if you are not experienced.

Personal Water Craft (PWC)

The operation of personal watercraft is subject to a number of special requirements. Additionally, many people consider PWC among the noisiest vessels. The operation of some operators have little or no concern for others.

- Personal watercraft may not be operated from sunset to sunrise unless your vessel is equipped with navigation lights. If operated between sunset and sunrise, you must have navigation lights on.
- A PWC being maneuvered by means of propulsion machinery, including the exercise of inertia while at rest or operating at slow speed, shall be operated in such a manner as to avoid the unnecessary or unreasonable endangerment of life, limb, or property of another person.
- A person must be 14 years of age to operate a PWC in Florida and 18 years of age to rent a PWC.
- Do not operate a PWC in congested areas, near docks, boat ramps, marinas, bridges and any other location where you may be struck by or collide with other vessels or objects.

Many vessels are on the water to enjoy quiet and relaxing times. Keep your speed and operating area and remember, it can be very stressful for vessel operators to have a PWC or boat operating in their vessels.

Please avoid operating within 300 feet of a beach/bathing patrol. They are restricted to very shallow water and it is considered extremely rude to islamorada on the water.

"Thrill Seeker" water sculpture by Wings Schuler

Islamorada Mini Season Dive Restrictions

Diving and snorkeling within 300' of residential private commercial shorelines within any waterside or shoreside canal, within the middle of private marina anchorages, and in ANY AREAS between Mile Markers should not occur.

- A dive/snorkel flag (UP by 12") is required to be displayed when divers or snorkelers are in the water. The flag needs to only be 12" by 12" for a floating flag buoy. The flag should NOT be displayed unless divers are in the water.

Diver's Down Flag

- In open water, vessels must take an active role in the safety of divers. Divers must stay within 100 feet of their dive flags. Vessels are within 100 feet, you must use idle speed.
- Do not display a diver's flag when not diving. It is unsafe to snorkel near the operating propeller of a boat, even in any designated area.

INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT (Agreement) is entered into as of this _____ day of _____, 2025, between the Board of County Commissioners of Monroe County, Florida, a political subdivision of the State of Florida (the "COUNTY" or "BOCC") and Islamorada, Village of Islands, a municipal corporation organized and existing under the laws of the State of Florida (the "VILLAGE" or the "CONTRACTOR").

WITNESSETH:

WHEREAS, the COUNTY routinely uses State Boating Improvement Funds (BIF) for recreational boating related projects within the various municipalities; and

WHEREAS, the VILLAGE has requested that the COUNTY provide reimbursement funding in the amount of $14,000 from BIF for costs to be incurred during FY'26 for regulatory buoy maintenance; and

WHEREAS, the above expenditures are qualified expenditures from the State BIF; and

WHEREAS, at the June 18, 2025, regular BOCC meeting the Board of County Commissioners of Monroe County, Florida, approved the selection of the BIF funding request submitted by the VILLAGE and to provide funding in the amount of $14,000;

NOW THEREFORE, in consideration of the mutual promises and covenants herein contained, it is agreed between the COUNTY and the VILLAGE as follows:

Section 1. Payment. The COUNTY agrees to reimburse the VILLAGE for costs incurred in FY'25 as follows:

1.1 The foregoing recitals are true and correct and are hereby incorporated as if fully stated herein.

1.2 Payment in an amount not to exceed $14,000 for regulatory buoy maintenance.

1.3 To receive payment, the VILLAGE shall submit all requests for payment and applicable invoices to the Senior Administrator of the COUNTY's Marine Resources Office by September 1, 2026. The invoices must describe the services performed, together with proof that payment has been made to the VILLAGE'S sub-contractor(s). All documentation shall be forwarded to the County Clerk for payment. Any other documentation requested by the Clerk shall be provided.

1.4 By submitting a request for payment the VILLAGE represents that it has complied with all of its purchasing requirements.

1.5 Funding of this Agreement is contingent upon an annual appropriation by the COUNTY.

Section 2. Term.

2.1 This Agreement shall become effective upon execution by both parties.

2.2 If such Notice of Termination as specified in Section 3 is given, this Agreement shall terminate within five (5) days thereof.

Section 3. Termination and Default.

3.1 In the event of any failure of compliance by either party hereto with any of its material obligations to the other party as provided for herein such action shall constitute a default under this Agreement.

3.2 Upon any such default, the non-defaulting party shall provide to the defaulting party a written Notice of such default, which Notice (Default Notice) shall state in reasonable detail the actions the defaulting party must take to cure the same.

3.3 The defaulting party shall cure any such default, within 30 days following the date of the Default Notice.

3.4 Notwithstanding the provisions of this Section, if any such default by the defaulting party remains uncured at the conclusion of any specified 30 day cure period, and if the nature of the defaulting party's obligations are such that more than 30 days is required to effect cure, then the defaulting party shall not be in default hereunder and the non-defaulting party shall not have the right to exercise its termination rights granted herein as a result of any such default, if the defaulting party commences cure within the applicable cure period and thereafter diligently pursues cure to completion of performance.

3.5 In the event the defaulting party fails to affect any required cure as provided for herein, the defaulting party shall be deemed to be in uncured default hereunder, and the non-defaulting party shall have the right, but shall not be obligated, upon written Notice to the defaulting party, to terminate this Agreement.

3.6 If such Notice is given, this Agreement shall terminate on the date set forth in the Notice and the parties shall be relieved of all rights and obligations hereunder, except for any rights and obligations that expressly survive termination.

Section 4. Indemnification.

4.1 To the extent permitted by law and subject to the provisions and monetary limitations of Section 768.28, Florida Statutes, the VILLAGE, to the extent of the COUNTY'S potential liability pursuant to section 768.28, Florida Statutes, does hereby agree to defend, indemnify and hold the COUNTY, its officers, agents, or employees, harmless from and against any and all liability, damages, costs or expenses (including reasonable attorneys' fees, costs, and expenses at

both the trial and appellate levels) arising from the acts or omissions of the VILLAGE or any third party vendor contracted by the VILLAGE in connection with this Agreement.

Section 5. Notices.

5.1 All notices, requests, demands, elections, consents, approvals and other communications hereunder must be in writing and addressed as follows, or to any other address which either party may designate to the other party by mail:

If to Monroe County: Christine Hurley
County Administrator
Monroe County
Historic Gato Building
1100 Simonton Street
Key West, Florida 33040

With a copy to: Robert B. Shillinger, Esq.
Monroe County Attorney's Office
1111 12th Street, Suite 408
P.O. Box 1026
Key West, Florida 33041-1026

If to Village: Ron Saunders
Village Manager
Islamorada, Village of Islands
86800 Overseas Highway
Islamorada, FL 33036

With a copy to: Village Attorney
Islamorada, Village of Islands
86800 Overseas Highway
Islamorada, FL 33036

Any Notice required by this Agreement to be given or made within a specified period of time, or on or before a date certain, shall be deemed to have been duly given if sent by certified mail, return receipt requested, postage and fees prepaid; hand delivered; or sent by overnight delivery service.

Section 6. Regulatory Powers.

6.1 Nothing contained herein shall be construed as waiving either party's regulatory approval or enforcement rights or obligations as it may relate to regulations of general applicability, which may govern the Agreement.

6.2 Nothing herein shall be deemed to create an affirmative duty of either party to abrogate its sovereign right to exercise its police powers and governmental

powers by approving or disapproving or taking any other action in accordance with ordinances, rules and regulations, federal laws and regulations and state laws and regulations.

Section 7. Attorneys Fees and Waiver of Jury Trial.

7.1 In the event of any litigation arising out of this Agreement, the prevailing party shall be entitled to recover its attorneys' fees and costs, including the fees and expenses of any paralegals, law clerks and legal assistants, and including fees and expenses charged for representation at both the trial and appellate levels.

7.2 In the event of any litigation arising out of this Agreement, each party hereby knowingly, irrevocably, voluntarily and intentionally waives its right to trial by jury.

Section 8. Governing Law.

8.1 This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Exclusive venue for any litigation or mediation arising out of this Agreement shall be in the 16th Judicial Circuit in and for Monroe County, Florida. This Agreement is not subject to arbitration.

Section 9. Access to Records and Audits.

9.1 The VILLAGE shall comply with all public records and records retention requirements mandated by Section 24, Article I, of the Florida Constitution, and Chapter 119, Florida Statutes, and shall keep such records as are necessary to document the performance of the Agreement and expenses as incurred, and give access to these records at the request of COUNTY, the State of Florida, the Federal Government, or authorized agents and representatives of said government bodies. VILLAGE shall also provide access to the personal property reports, permits, and equipment purchased or utilized under this Agreement. It is the responsibility of VILLAGE to maintain appropriate records in accordance with generally accepted accounting principles consistently applied to insure a proper accounting of all funds and expenditures. Records shall be kept for a period of five (5) years following execution of this Agreement. VILLAGE understands that it shall be responsible for repayment of any and all audit exceptions which are identified by the Auditor General for the State of Florida, the Clerk of Court for Monroe County, the Board of County Commissioners for Monroe County, or their agents and representatives. COUNTY shall bill VILLAGE for the amount of the audit exception and VILLAGE shall promptly repay any audit exception. However, COUNTY warrants and represents that it has full authority to fund the Project under the terms and conditions specified herein. The COUNTY and VILLAGE shall allow and permit reasonable access to, and inspection of, all documents, papers, letters or other materials in its possession or under its control subject to the provisions of Chapter 119, Florida Statutes,

and made or received by the COUNTY and VILLAGE in conjunction with this Agreement; and the COUNTY shall have the right to unilaterally cancel this Agreement upon violation of this provision by VILLAGE.

9.2 The COUNTY may cancel this Agreement for refusal by the VILLAGE, or the VILLAGE's subcontractor, to allow access by the County Administrator or his designee to any Records pertaining to work performed under this Agreement that are subject to the provisions of Chapter 119, Florida Statutes.

9.3 The term "public records" and "records" shall be the same as such term has been defined in Chapter 119, Florida Statutes, including but not limited to any documents, books, data (electronic or hard copy), papers and financial records that result from the VILLAGE or its subcontractors performance of the Services provided in this Agreement.

9.4 If the inspection or audit discloses that COUNTY funds paid to the VILLAGE under this Agreement were used for a purpose not authorized by this Agreement, then the VILLAGE must refund the funds improperly spent with interest calculated pursuant to Section 55.03, Florida Statutes, with interest running from the date the COUNTY paid the improperly spent funds to the VILLAGE. This paragraph will survive the termination of this Agreement.

9.5 The COUNTY and CONTRACTOR shall allow and permit reasonable access to, and inspection of, all documents, records, papers, letters, or other "public record" materials in its possession or under its control subject to the provisions of Chapter 119, Florida Statutes, and made or received by the COUNTY and CONTRACTOR in conjunction with and in connection with this Agreement and related to Agreement performance. The COUNTY shall have the right to unilaterally cancel this Agreement upon violation of this provision by the CONTRACTOR. Failure of the CONTRACTOR to abide by the terms of this provision shall be deemed a material breach of this Agreement and the COUNTY may enforce the terms of this provision in the form of a court proceeding and shall, as a prevailing party, be entitled to reimbursement of all attorney's fees and costs associated with that proceeding. This provision shall survive any termination or expiration of the Agreement.

9.6 The CONTRACTOR is encouraged to consult with its advisors about Florida Public Records Law in order to comply with this provision. Pursuant to F.S. 119.0701 and the terms and conditions of this Agreement, the CONTRACTOR is required to:

(1) Keep and maintain public records that would be required by the COUNTY to perform the service.

(2) Upon receipt from the COUNTY's custodian of records, provide the COUNTY with a copy of the requested records or allow the records to be

inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise 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 for the duration of the Agreement term and following completion of the Agreement if the CONTRACTOR does not transfer the records to the COUNTY.

(4) Upon completion of the Agreement, transfer, at no cost, to the COUNTY all public records in possession of the CONTRACTOR or keep and maintain public records that would be required by the COUNTY to perform the service. If the CONTRACTOR transfers all public records to the COUNTY upon completion of the Agreement, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the Agreement, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the COUNTY, upon request from the COUNTY's custodian of records, in a format that is compatible with the information technology systems of the COUNTY.

(5) A request to inspect or copy public records relating to a COUNTY Agreement must be made directly to the COUNTY, but if the COUNTY does not possess the requested records, the COUNTY shall immediately notify the CONTRACTOR of the request, and the CONTRACTOR must provide the records to the COUNTY or allow the records to be inspected or copied within a reasonable time.

If the CONTRACTOR does not comply with the COUNTY's request for records, the COUNTY shall enforce the public records Agreement provisions in accordance with the Agreement, notwithstanding the COUNTY's option and right to unilaterally cancel this Agreement upon violation of this provision by the CONTRACTOR. A CONTRACTOR who fails to provide the public records to the COUNTY or pursuant to a valid public records request within a reasonable time may be subject to penalties under Chapter 119, Florida Statutes.

The CONTRACTOR shall not transfer custody, release, alter, destroy or otherwise dispose of any public records unless or otherwise provided in this provision or as otherwise provided by law.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO

PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, BRIAN BRADLEY AT PHONE# 305-292-3470 BRADLEY-BRIAN@MONROECOUNTY-FL.GOV, MONROE COUNTY ATTORNEY'S OFFICE 1111 12TH Street, SUITE 408, KEY WEST, FL 33040.

Section 10. Non-Assignability

10.1 This Agreement shall not be assignable by either party unless such assignment is first approved by both parties.

Section 11. No Third-Party Beneficiaries.

11.1 Nothing contained herein shall create any relationship, contractual or otherwise, with or any rights in favor of, any third party. No person or entity shall be entitled to rely upon the terms, or any of them, of this Agreement to enforce or attempt to enforce any third-party claim or entitlement to or benefit of any service or program contemplated hereunder, and the VILLAGE and the COUNTY agree that neither the VILLAGE nor the COUNTY or any agent, officer, or employee of either shall have the authority to inform, counsel, or otherwise indicate that any particular individual or group of individuals, entity or entities, have entitlements or benefits under this Agreement separate and apart, inferior to, or superior to the community in general or for the purposes contemplated in this Agreement.

Section 12. Non-Waiver of Immunity.

12.1 Notwithstanding the provisions of Section 768.28, Florida Statutes, the participation of the VILLAGE and the COUNTY in this Agreement and the acquisition of any commercial liability insurance coverage, self-insurance coverage, or local government liability insurance pool coverage shall not be deemed a waiver of immunity to the extent of liability coverage, nor shall any contract entered into by the VILLAGE or COUNTY be required to contain any provision for waiver.

Section 13. Privileges and Immunities.

13.1 All of the privileges and immunities from liability, exemptions from laws, ordinances, and rules and pensions and relief, disability, workers' compensation, and other benefits which apply to the activity of officers, agents, or employees of any public agents or employees of the COUNTY, when performing their respective functions under this Agreement within the territorial limits of the COUNTY shall apply to the same degree and extent to the performance of such functions and duties of such officers, agents, volunteers, or employees outside the territorial limits of the COUNTY.

Section 14. Independent Contractor.

14.1 The VILLAGE and its employees, volunteers, agents, vendors and subcontractors shall be and remain independent contractor and not agents or employees of the COUNTY with respect to all of the acts and services performed by and under the terms of this Agreement. This Agreement shall not in any way be construed to create a partnership, association or any other kind of joint undertaking, enterprise or venture between the parties.

Section 15. Severability.

15.1 If any term, covenant, condition or provision of this Agreement (or the application thereof to any circumstance or person) shall be declared invalid or unenforceable to any extent by a court of competent jurisdiction, the remaining terms, covenants, conditions and provisions of this Agreement, shall not be affected thereby; and each remaining term, covenant, condition and provision of this Agreement shall be valid and shall be enforceable to the fullest extent permitted by law unless the enforcement of the remaining terms, covenants, conditions and provisions of this Agreement would prevent the accomplishment of the original intent of this Agreement. The COUNTY and VILLAGE agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision.

Section 16. Survival of Provisions.

16.1 Any terms or conditions of either this Agreement that require acts beyond the date of the term of the Agreement, shall survive termination of the Agreement, shall remain in full force and effect unless and until the terms or conditions are completed and shall be fully enforceable by either party.

Section 17. Waiver.

17.1 The failure of either party to this Agreement to object to or to take affirmative action with respect to any conduct of the other which is in violation of the terms of this Agreement shall not be construed as a waiver of the violation or breach, or of any future violation, breach or wrongful conduct.

Section 18. Funding.

18.1 The parties agree that the COUNTY's responsibility under this Agreement is to provide funding only.

Section 19. Authority.

19.1 Each party represents and warrants to the other that the execution, delivery and performance of this Agreement have been duly authorized by all necessary County and corporate action, as required by law.

Section 20. Section Headings.

20.1 Section headings have been inserted in this Agreement as a matter of convenience of reference only, and it is agreed that such section headings are not a part of this Agreement and will not be used in the interpretation of any provision of this Agreement.

Section 21. Execution in Counterparts.

21.1 This Agreement may be executed in any number of counterparts, each of which shall be regarded as an original, all of which taken together shall constitute one and the same instrument and any of the parties hereto may execute this Agreement by signing any such counterpart..

Section 22. Entire Agreement/Modification/Amendment.

22.1 This writing contains the entire Agreement of the parties and supersedes any prior oral or written representations. No representations were made or relied upon by either party, other than those that are expressly set forth herein.

22.2 No agent, employee, or other representative of either party is empowered to modify or amend the terms of this Agreement, unless executed with the same formality as the parties' preceding duly-executed Agreement.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.]

In Witness Whereof, the parties have executed this contract as indicated below.

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

BY: _____
Mayor James K. Scholl

(SEAL)

ATTEST: Kevin Madok, Clerk

BY: _____
As Deputy Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY BY:

_____
Assistant County Attorney

ISLAMORADA, VILLAGE OF ISLANDS,
FLORIDA

_____
Ron Saunders, City Manager
Date: _____

(SEAL)

ATTEST: Marne McGrath, Village Clerk

BY: _____
Clerk

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

BY: _____

Printed Name: _____

RESOLUTION NO. 2025-___

RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA — WIDELY KNOWN AS THE SPORT FISHING CAPITAL OF THE WORLD — OPPOSING THE CONSTRUCTION AND OPERATION OF "ALLIGATOR ALCATRAZ" MIGRANT DETENTION FACILITY IN THE FLORIDA EVERGLADES; PROVIDING FOR TRANSMITTAL OF THIS RESOLUTION TO THE STATE OF FLORIDA: PROVIDING FOR AUTHORIZATION AND AN EFFECTIVE DATE.

WHEREAS, the State of Florida has built and is operating a migrant detention facility commonly known as "Alligator Alcatraz" in the Florida Everglades (the "Facility"); and

WHEREAS, the Everglades is an ecological treasure and fragile ecosystem that supplies 70% of South Florida's drinking water and is home to many endangered and protected species, including the Florida panther and the manatee, as well as to many other types of wildlife; and

WHEREAS, the construction and operation of the Alligator Alcatraz Facility has been undertaken without meaningful environmental impact studies and has the potential to cause damage and disruption to the critical wetlands and wildlife habitat, with the potential for causing harm to the Everglades and Florida Bay, upon which the economy of the Village of Islamorada (Village") is so dependent; and

WHEREAS, the location and construction of the Facility, which include large heavy-duty tents and portable trailers in a floodplain, may cause flooding and other risks to the detainees and surrounding environment, including during hurricane season; and

WHEREAS, the Seminole and Miccosukee Tribes of Florida and other Native American tribes with historical and cultural ties to the Everglades have raised strong objections to the construction and operation of the Facility on their sacred land, threatening their cultural heritage and traditional way of life; and

WHEREAS, the Facility was rushed through under emergency powers without any meaningful land use reviews, public procurement rules or transparency, raising serious legal and ethical questions; and

WHEREAS, the Village Council wishes to oppose the construction and operation of the Facility, and urge the State of Florida to suspend operations at the Facility and find a more suitable location and environment for the construction and operation of a detention facility.

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

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

Section 2. **Opposition to Alligator Alcatraz and Urging Suspension of Operations**. The Village Council opposes the construction and operation of the Alligator Alcatraz Facility in the Florida Everglades. The Village Council urges the State of Florida to immediately suspend the operation of the Alligator Alcatraz Facility.

Section 3. Request that the State Seek Alternative Facility Site. The Village Council further urges the State of Florida to identify and select an alternative more suitable location and environment for the construction and operation of a detention facility.

Section 4. **Solidarity.** The Village Council stands in solidarity with the Seminole and Miccosukee Tribes of Florida, the environmental organizations, and all concerned residents in the efforts to protect the Everglades.

Section 5. Transmittal; Direction to the Clerk. The Village Clerk is directed to transmit and furnish copies of this resolution to: Governor Ron DeSantis, State of Florida; Senator Ana Maria Rodriguez; Representative James Vernon "Jim" Mooney, Jr.

Section 6. Authorization of Village Officials. The Village Manager and/or his designee and the Village Attorney are authorized to take all actions necessary to implement this Resolution.

Section 7. Effective Date. This Resolution shall take effect immediately upon adoption.

Motion to adopt by _____, second by _____.

FINAL VOTE AT ADOPTION

VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA:

Mayor Sharon Mahoney ____

Vice Mayor Don Horton ____

Councilwoman Deb Gillis ____

Councilwoman Anna Richards ____

Councilman Steve Friedman ____

PASSED AND ADOPTED THIS 22nd DAY OF JULY 2025

_____

SHARON MAHONEY, MAYOR

ATTEST:

_____
MARNE MCGRATH, VILLAGE CLERK

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

_____
JOHN QUICK, ACTING VILLAGE ATTORNEY

Council Communication

To: Mayor and Village Council
From: A.J. Engelmeyer, Public Works Director
Date: July 22, 2025
SUBJECT: **Ordinance Amending Chapter 62 "Utilities", Article 32-III "Wastewater Utility Policy", to Amend Section 62-39 To Add Provisions Related To "Wastewater Backup Policy" - First Reading TAB 21**

Background:
The Village of Islamorada currently lacks a formal policy outlining the responsibilities, procedures, and mitigation steps related to sewage backups. As the Village continues to improve its wastewater infrastructure and address maintenance of existing systems, it has become increasingly important to clearly define the respective responsibilities of the Village and property owners in the event of a sewage backup.

Residents have periodically experienced sewer issues stemming from both private lateral line failures and blockages within the public system. The absence of a codified policy has sometimes resulted in confusion or inconsistent handling of such events, particularly regarding liability, response protocols, and preventative responsibilities.

Analysis:
The proposed ordinance amends Chapter 62 Utilities, Article 62-III Wastewater Utility Policy of the Village Code, to add section 62-39(c) Wastewater Backup Policy. This new section provides a comprehensive framework to address wastewater backup incidents and ensures both the Village and property owners understand their roles. The policy is consistent with industry standards and best practices for wastewater utilities.

This ordinance aims to ensure efficient response to sewer-related issues, clearly establish the responsibilities of property owners and the Village, reduce the Village's liability exposure, protect public health, and promote proactive maintenance by property owners.

Budget Impact:
None

Staff Impact:
None

Recommendation:
It is recommended that the Village Council adopt the attached Ordinance.

Attachments: 1. Ordinance

ORDINANCE NO. ____

AN ORDINANCE OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, AMENDING CHAPTER 62 "UTILITIES", ARTICLE 62-III. "WASTEWATER UTILITY POLICY", TO AMEND SECTION 62-39 TO ADD PROVISIONS RELATED TO "WASTEWATER BACKUP POLICY"; PROVIDING FOR REPEAL; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Village of Islamorada ("Village") recognizes the importance of maintaining effective wastewater management policies to protect property, public health and the environment; and

WHEREAS, the Village desires to amend Chapter 62 "Utilities", Article 62–III "Wastewater Utility Policy" to establish a Wastewater Backup Policy to address occurrences of wastewater or sewage backups, clarify the responsibilities of property owners and the Village, and outline measures for resolution and mitigation; and

WHEREAS, it is in the best interest of the Village and its residents to ensure a clear policy framework for managing and preventing wastewater or sewage backups to maintain public health and safety, and protect property and the environment.

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

Section 1. Recitals. The above findings and recitals are hereby confirmed and adopted.

Section 2. Amending Chapter 62 "Utilities", Article 62-III – "Wastewater Utility Policy" of the Village Code. Chapter 62 "Utilities", Article 62-III. "Wastewater Utility Policy", of the Village Code is hereby amended to add Section 62-39(c) titled "Wastewater Backup Policy" to read as follows:[1]

[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.

Chapter 62 UTILITIES.

ARTICLE 62 - III. WASTEWATER UTILITY POLICY.

*** * ***

Section 62-39 General Wastewater Facility Use Requirements and Prohibitions.

*** * ***

(c) *Wastewater Backup Policy*.

(1) *Purpose.* This section outlines the responsibilities, action, and preventative measures associated with wastewater or sewage backups within the Village of Islamorada, ensuring clarity for both the Village and owners and/or customers regarding their respective responsibilities. Wastewater backups can occur due to a variety of factors, including blockages or issues with private lateral lines, pipe deterioration or structural failure, external condition such as tree roots, heavy rainfall, system deterioration, accumulation of grease, non-biodegradable materials, or large solids (e.g., diapers, wipes, sanitary napkins), and vandalism such as objects being placed in manholes.

(2) *Responsibility for Wastewater Backup, Cleanup and Damages.* Owners and/or customers shall be responsible for repairs, corrective action, cleanup and damages resulting from wastewater backups occurring on private property, including gravity service connections, gravity service lateral connection, and all lines, equipment and facilities located on private property. The Village shall be responsible for repairs and correction action in the wastewater system owned and operated by the Village originating from a failure in the wastewater system. The Village of Islamorada shall not be liable for any damages caused by a wastewater backup occurring on private property, including loss of use or property, or damage to property or life. Owners are encouraged to obtain wastewater or sewer backup coverage as part of their homeowner's insurance policy. Standard homeowner's policies typically exclude such coverage. This coverage may provide protection against property damage caused by wastewater intrusion.

(3) *Mitigation Measures During a Wastewater Backup.* In addition to an owner's and/or customer's duty and obligation to repair and maintain connection systems located on their property pursuant to section 62-38(h) hereinabove, owner and/or customer should take the following actions and

measures to mitigate damage and health risks, as well as damage and risk to neighboring properties and the Village's wastewater system:

a. Seal drain openings, including toilets, sinks, tubs, and floor drains, using stoppers or plugs. For toilet openings, a string mop may provide additional sealing.
b. Avoid using water to prevent exacerbating the backup.
c. Confirm whether the backup is isolated to the property or affects neighboring properties.
d. Contact the Islamorada Wastewater Department immediately at (305) 359-0813.

(4) *Reporting; Village Response to Wastewater Backups.* In the event of a wastewater backup emergency, an owner and/or customer shall immediately notify and contact the Islamorada Wastewater Department at (305) 359-0813. The Village maintains emergency crews available 24/7 to respond to sewer issues and blockages. The Village shall confirm the location of the wastewater backup, whether on private property or on the Village's wastewater system.

(5) *Owner's Responsibility to Repair and Cleanup.* Owners and/or customers shall be responsible to immediately engaging a licensed plumber for repairs and corrective action, as well as cleanup services immediately to mitigate health and property risks and further damage. Professional cleanup companies specializing in wastewater or sewage remediation are recommended.

* * *

Section 3. Repeal. All ordinances or parts of ordinances in conflict herewith and the same are hereby repealed insofar as they are in conflict.

Section 4. Inclusion in the Code. It is the intent of the Village Council, and it is hereby ordained that the provisions of this Ordinance shall become and made a part of the Code of Islamorada, Village of Islands; that the sections of this Ordinance may be renumbered or re-lettered to accomplish such intentions; and that the word "Ordinance" shall be changed to "Section," "Article" or other appropriate word.

Section 5. 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 6. Effective Date. This Ordinance shall be effective upon adoption on second reading.

The foregoing Ordinance was offered by Councilmember _____who moved for its adoption on first reading. This motion was seconded by Councilmember _____ 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 the first reading this ____ day of _____ 2025.

The foregoing Ordinance was offered by_____, who moved for its adoption on second reading. This motion was seconded by_____, and upon being put to a vote, the vote was as follows:

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

PASSED AND ADOPTED on the second reading this ____ day of _____ 2025.

_____
SHARON MAHONEY, MAYOR

ATTEST:

_____
MARNE MCGRATH, VILLAGE CLERK

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

_____
JOHN J. QUICK, VILLAGE ATTORNEY