



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

September 9, 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.** FCAA Update on the Plantation Key Transmission Main Replacement Project - Project Manager Aaron Cutler
 - B.** Proclamation Declaring September 15th to 21st, 2025 Diaper Need Awareness Week
- V. CITIZENS' ADVISORY COMMITTEE REPORTS & APPOINTMENTS**
 - A.** Land Acquisition Advisory Committee Report - Chair Greg Dully
 - B.** Parks & Recreation Citizens' Advisory Committee Report - Chair Carolyn Wightman
 - C.** Near Shore Water Regulations Citizen Advisory Committee Report- Chair Dianne Harbough
- VI. MAYOR / COUNCIL COMMUNICATIONS**
 - A.** Discussion of Anglers Way Draft ROW & Use Agreement **TAB 1**
- VII. VILLAGE ATTORNEY / VILLAGE MANAGER COMMUNICATIONS**
 - A.** Village Manager to Seek Council Direction Regarding Next Steps in the Disposition of 83250 Overseas Hwy - Island Community Church
- VIII. PUBLIC COMMENT**

This is general public comment. It provides an opportunity for the public to speak about matters that are pertinent to the Village but not scheduled elsewhere on the agenda. The mayor opens public comment on agenda items throughout the meeting.)
- IX. CONSENT AGENDA**
 - A.** Meeting Minutes: **TAB 2**
July 22, 2025 Regular Village Council

July 24, 2025 Land Use Council
August 5, 2025 Special Call Village Council
August 5, 6, and 7, 2025 Budget Workshops

- B. Resolution Approving a Work Authorization with Avalon Gardens for a Planting Project at Village Hall **TAB 3** Peter Frezza, Environmental Resources Manager
A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING WORK AUTHORIZATION NO. 6 WITH AVALON GARDENS, INC., FOR COMPLETION OF A PLANTING PROJECT AT ISLAMORADA ADMINISTRATIVE CENTER AND PUBLIC SAFETY HEADQUARTERS; AUTHORIZING VILLAGE OFFICIALS TO IMPLEMENT THE TERMS AND CONDITIONS OF WORK AUTHORIZATION NO. 6; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE PROJECT AGREEMENT FOR WORK AUTHORIZATION NO 6; AND PROVIDING FOR AN EFFECTIVE DATE
- C. Resolution Approving an Agreement with Playmore Products and Services for Founders Park Beach Inclusive Playground **TAB 4** Maria Bagiotti, Founders Park Director
A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING AN AGREEMENT WITH PLAYMORE RECREATIONAL PRODUCTS AND SERVICES FOR FOUNDERS PARK BEACH INCLUSIVE PLAYGROUND; 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
- D. Resolution Authorizing Additional Not-to-Exceed \$5,000 for Repairs and Maintenance of Surveillance Camera System and Network – Monifi Technology Group **TAB 5** Vince Tarves, IT Director
A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, AUTHORIZING AN ADDITIONAL NOT-TO-EXCEED AMOUNT OF \$5,000.00 FOR REPAIRS AND MAINTENANCE OF THE SURVEILLANCE CAMERA SYSTEM AND NETWORK WITH MONIFI TECHNOLOGY GROUP LLC; PROVIDING FOR WAIVER OF COMPETITIVE BIDDING; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; AND PROVIDING FOR AN EFFECTIVE DATE
- E. Resolution Approving Addendum to Island Disposal Contractual Services Agreement **TAB 6** Ron Saunders, Village Manager
A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA APPROVING ADDENDUM TO

CONTRACTUAL SERVICES AGREEMENT FOR SOLID WASTE, YARD WASTE AND RECYCLING COLLECTION AND DISPOSAL SERVICES WITH ISLAND DISPOSAL COMPANY; AUTHORIZING VILLAGE MANAGER AND VILLAGE ATTORNEY TO EXECUTE THE ADDENDUM; AUTHORIZING THE VILLAGE MANAGER TO IMPLEMENT THE TERMS AND CONDITIONS OF THE ADDENDUM; AND PROVIDING FOR AN EFFECTIVE DATE

- F. Resolution Approving Purchases for Fiscal Year 2024-2025 in an Amount Not To Exceed \$40,000.00 Under the Services Agreement Between RECTRAC, LLC D/B/A Vermont Systems **TAB 7** Anne Onsgard

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA APPROVING PURCHASES FOR FISCAL YEAR 2024-2025 IN AN AMOUNT NOT TO EXCEED \$40,000.00 UNDER THE SERVICES AGREEMENT BETWEEN RECTRAC, LLC D/B/A VERMONT SYSTEMS; AUTHORIZING VILLAGE MANAGER AND VILLAGE ATTORNEY TO EXECUTE AND DELIVER SUCH DOCUMENTS AS REQUIRED; AND PROVIDING FOR AN EFFECTIVE DATE

- G. Resolution Approving the Purchase of Extrication Rescue Struts from Southern Rescue Tools **TAB 8** Terry Abel, Fire Chief

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING THE PURCHASE OF APEX EXTRICATION STRUT KITS FROM SOUTHERN RESCUE TOOLS FOR THE VILLAGE FIRE RESCUE DEPARTMENT; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE NECESSARY DOCUMENTS; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; AND PROVIDING FOR AN EFFECTIVE DATE

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

XI. **RESOLUTIONS**

- A. Resolution Approving First Amendment to Police Service Agreement 2025-2026 **TAB 9** Hatti Jenkins, Finance Director

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING THE FIRST AMENDMENT TO THE CONTRACT FOR LOCAL POLICE SERVICES BETWEEN THE MONROE COUNTY SHERIFF'S OFFICE, THE MONROE COUNTY BOARD OF COUNTY COMMISSIONERS AND ISLAMORADA, VILLAGE OF ISLANDS FOR FISCAL YEAR 2025-2026 (YEAR TWO) CONTRACT PRICING; AUTHORIZING THE MAYOR TO EXECUTE THE FIRST AMENDMENT; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING VILLAGE OFFICIALS TO IMPLEMENT THE TERMS AND CONDITIONS OF THE FIRST AMENDMENT; AND PROVIDING FOR AN EFFECTIVE DATE

- B. Resolution Approving Reimbursement of Legal Expenses to Certain Village Officials and Former Village Official for Defense of SAO Investigation **TAB 10**

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, AUTHORIZING THE PAYMENT OF LEGAL EXPENSES RELATED TO THE REPRESENTATION OF CERTAIN VILLAGE OFFICIALS IN THEIR OFFICIAL CAPACITIES; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE

- C. Resolution Approving Renewal of Property, Casualty and Worker's Compensation Policies and Coverage and Pollution Liability **TAB 11**
Hatti Jenkins, Finance Director

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA APPROVING RENEWAL OF PROPERTY, CASUALTY AND WORKER'S COMPENSATION POLICIES AND COVERAGE AND POLLUTION LIABILITY FROM WORLD RISK MANAGEMENT THROUGH PUBLIC RISK MANAGEMENT OF FLORIDA EFFECTIVE OCTOBER 1, 2025; AUTHORIZING PAYMENT OF THE ASSOCIATED RENEWAL PREMIUMS FOR FISCAL YEAR 2025-2026; AUTHORIZING VILLAGE OFFICIALS TO EXECUTE REQUIRED DOCUMENTS; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; AND PROVIDING FOR AN EFFECTIVE DATE

- D. Resolution Ratifying FY 24-25 Purchases from KB Vacuum Solutions, LLC for the Wastewater Department **TAB 12 A.J.**
Engelmeyer, Public Works Director

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, RATIFYING PURCHASES FROM KB VACUUM SOLUTIONS, LLC. THROUGH THE END OF FY 2024-2025; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; AND PROVIDING FOR AN EFFECTIVE DATE

XII. ORDINANCES

- A. Ordinance Amending Section 2-118 Related to Affirmative Defenses and Finding of Responsibility in Code Compliance Hearings - **Second Reading TAB 13** John Quick, Interim Village Attorney
AN ORDINANCE OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, AMENDING SECTION 2-118 OF THE VILLAGE CODE, ENTITLED "SCHEDULING AND CONDUCT OF HEARING," TO REQUIRE NOTICE OF AFFIRMATIVE DEFENSES IN CODE COMPLIANCE HEARINGS AND DETERMINATION OF RESPONSIBILITY FOR ALLEGED VIOLATIONS; PROVIDING FOR THE REPEAL OF ALL CODE PROVISIONS AND ORDINANCES INCONSISTENT WITH THIS ORDINANCE; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE

- B. Ordinance Amending Chapter 62 "Utilities", Article 32-III "Wastewater Utility Policy", to Amend Section 62-39 to Add Provisions Related to "Wastewater Backup Policy" -
Second Reading TAB 14 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.
- C. Ordinance Creating a Slow Speed/Minimum Wake Zone for Starcks Wheel Ditch - **First Reading TAB 15** Peter Frezza, Environmental Resources Manager
AN ORDINANCE OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, AMENDING CHAPTER 66 "WATERWAYS", ARTICLE I "IN GENERAL", SECTION 66-2 "OPERATION OF VESSELS IN RESTRICTED AREAS" OF THE VILLAGE CODE TO CREATE A SLOW SPEED MINIMUM WAKE ZONE GENERALLY LOCATED NORTH-WEST OF LIGNUMVITAE CHANNEL BRIDGE OFF LOWER MATECUMBE KEY, IN THE AREA GENERALLY KNOWN AS STARCKS WHEEL DITCH; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE
- D. Ordinance Creating No Swimming and Human-Powered Vessel Zones in Marinas - **First Reading TAB 16** John Quick, Interim Village Attorney
AN ORDINANCE OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, CREATING CHAPTER 66 "WATERWAYS", ARTICLE I "IN GENERAL", SECTION 66-4 "RESTRICTED ACTIVITIES IN PUBLIC AND PRIVATE MARINAS" OF THE VILLAGE CODE TO CREATE A HUMAN-POWERED VESSEL AND NON-VESSEL ACTIVITY EXCLUSION ZONE IN PUBLIC AND PRIVATE MARINAS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE
- E. Ordinance Amending Animal Control Regulations Related to Peafowl - **First Reading TAB 17** John Quick, Interim Village Attorney
AN ORDINANCE OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, AMENDING CHAPTER 4 "ANIMALS", ARTICLE I "IN GENERAL", OF THE VILLAGE CODE TO CREATE A SECTION 4-101 "TAKING AND FEEDING PEAFOWL PROHIBITED" PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE
- F. Ordinance Establishing 20 miles per Hour Speed Zone on Cortez Drive - **First Reading TAB 18**

**AN ORDINANCE OF ISLAMORADA, VILLAGE OF ISLANDS,
FLORIDA, AMENDING CHAPTER 50, ARTICLE III OF THE
VILLAGE CODE TITLED "TRAFFIC AND VEHICLE SPEED
ZONES", SECTION 50-53 "SPEED ZONES; ESTABLISHED", TO
CREATE A MAXIMUM SPEED ZONE OF TWENTY MILES PER
HOUR FOR VEHICLES OPERATED ON CORTEZ DRIVE;
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_PARTICIPATION]

Option 1: Email your comments.

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

Option 2: Call in During the Meeting.

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

ADA Assistance:

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

[VERBATIM_RECORD]



Council Communication

To: Mayor and Village Council
From:
Date: September 9, 2025
SUBJECT: **FCAA Update on the Plantation Key Transmission Main Replacement Project - Project Manager Aaron Cutler**

Background:

Analysis:

Budget Impact:

Staff Impact:

Recommendation:

Attachments: None

Village of Islamorada

Official Statement

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

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

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

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

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

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

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

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

Therefore, we, the Village of Islamorada, do hereby proclaim the week of September 15th through September 21st, 2025 as

NATIONAL DIAPER NEED AWARENESS WEEK

in the Village of Islamorada, thank the aforementioned Florida Keys Healthy Start Coalition, their staff, volunteers and donors, for their courageous service during the crisis, and encourage the citizens of Village of Islamorada to donate generously to diaper drives, and support those organizations that collect and distribute diapers to families struggling with diaper need, so that all of Village of Islamorada children and families can thrive and reach their full potential.

Near Shore Water Regulation Citizens' Advisory Committee Meeting Report July 29, 2025

- A. Lieutenant Sprinkle updated that the new sheriff's boat was on the water and that they are active and prepared for lobster mini season and the upcoming opening of lobster season. He noted that MSCO posts frequently on their social media about violations. Deputy Jason Farr attended the meeting via zoom as well.
- B. The committee continues to work towards a holistic management approach for Islamorada's near shore waters with more to follow.
- C. We were updated on our request for staff to work in conjunction with Lignumvitae State Park to make Starks wheel ditch a slow speed/minimum wake zone. The map has been drafted. The ordinance will be presented at the next Village Council meeting in September (tonight). Permitting can be submitted once the ordinance has passed. It's expected to take at a minimum 6 months beyond that to get it permitted and implemented, likely longer. The Committee is still in full support of this slow speed designation.
- D. The committee discussed the new National Marine Sanctuary Blueprint that is now in place. We intend to ask a member of SAC or the NOAA to provide an update on the new regulations at our next committee meeting or at a council meeting. Alyssa relayed recent updates from the SAC meeting that the Restoration Blueprint is in effect in federal waters, but the governor vetoed all that affected state water. The Sanctuary resources are updated to reflect the changes as of March 5th. Higher ups at NOAA are determining now if the restoration blueprint no longer reflects the initial intentions and deciding if they want to rescind the plan, so there has not been a big push to educate.
- E. Currently the Tavernier Creek Extension of the Slow Speed Zone is in the review process.
- F. It has been confirmed that there were signs in the San Pedro Lake area, and further investigation is needed to see what they were.

Tax parcel ID No.: 00094190-000000

LICENSE AND USE AGREEMENT BETWEEN
ANGLERS REEF PROPERTY OWNERS' ASSOCIATION INC AND ISLAMORADA,
VILLAGE OF ISLANDS

THIS AGREEMENT (the "Agreement"), is entered into by and between Islamorada, Village of Islands ("Islamorada"), a Florida municipal corporation and Anglers Reef Property Owners Association, Inc., a Florida not for profit corporation, as property owner ("Anglers Reef") with a mailing address at 15600 SW 288 Street, Suite 406 Homestead, FL 33033 and Islamorada, a Florida municipal corporation and political subdivision of the State of Florida ("Islamorada" or "Village") with a mailing address at 86800 Overseas Highway, Islamorada, FL 33063.

RECITALS

WHEREAS, a residential or commercial project on a certain parcel of real property (the "Property"), as more particularly described in Exhibit "A" attached hereto and by this reference made a part hereof, the title of which is held by Islamorada, has been constructed and is in the municipal boundary of Islamorada; and

WHEREAS, Anglers Reef desires to obtain a Right-of-Way Utilization agreement (the "Agreement") from Islamorada, whereby Anglers Reef will be allowed to install, construct, and maintain the following improvement(s): vehicular parking spaces for residents and landscaping (the "Improvement(s)") in the areas located within the rights-of-way adjacent to

the Property which have been to public use (collectively, the “Dedicated Areas”), said Dedicated Areas being adjacent to the Property and more particularly described in the attached and incorporated Exhibit “B”; and

WHEREAS, this license does not transfer an interest in real property, including any leasehold interest in real property, owned by the Village; and

WHEREAS, this license does not convey or transfer any right to exclude the Village from any real property; and

WHEREAS, this license permits only certain, enumerated, specific, listed permitted uses, and does not permit anything further; and

WHEREAS, based upon prior testimony and evidence, the Village finds, that it is in the best interests of the health, safety, and welfare of the community to provide additional and regulated parking to ensure proper fire access and safe parking on limited areas of Windley Key; and

WHEREAS, the Village requires that Anglers Reef be solely responsible for the fulfillment of certain commitments and covenants to assure the perpetual and continuous maintenance of any such Improvement(s) which commitments and covenants are more particularly set forth herein.

NOW, THEREFORE, in consideration of the foregoing and of the terms and conditions set forth herein, the parties agree as follows:

1. **RECITALS.** The foregoing recitals are true and correct and form a material part of this Agreement.
2. **RIGHT-OF-WAY UTILIZATION PERMIT.** Any such permit and/or license issued by Village to Anglers Reef shall be subject to the terms of this Agreement.

Anglers Reef shall not, while installing or maintaining the Improvement(s), damage or disturb any portion of the Dedicated Areas without prior written approval by the Village. Nothing contained herein or by virtue of the issuance of the license and use agreement shall give or grant the Anglers Reef any ownership rights to any portion of the Dedicated Areas.

3. **IMPROVEMENTS.** Any improvement(s) that, in the Village's sole opinion, may impede the functional operation of existing Village improvements shall not be permitted under this Agreement. The Improvement(s) shall be established and maintained in such a manner as will not interfere with the use of the Dedicated Areas by the public nor create a safety hazard on such Dedicated Areas. If the Village determines, in its sole discretion, that the Improvement(s) do present a safety hazard, then Anglers Reef, at its sole expense and at no cost to Village, shall relocate the Improvements in such a manner as to eliminate the hazard, to the satisfaction of Village. Anglers Reef and Village agree that Anglers Reef may place angled parking spaces of not less than seventeen (17) in the Village owned ROW.

4. **REMOVAL/ RELOCATION.** If, in the sole opinion of the Village, the Improvement(s) interferes with any construction, reconstruction, alteration, improvement(s), or maintenance which Islamorada desires to perform on, around, or under the Dedicated Areas, then Anglers Reef, upon receipt of a written notice from Village, shall remove or relocate the Improvement(s) as requested by Islamorada, within ninety (90) days of receipt of said notice. Relocation or

removal of the Improvement(s) shall be at the sole expense of Anglers Reef.

5. **INDEMNIFICATION.** To the fullest extent permitted by law, Anglers Reef shall defend, indemnify, and hold harmless Islamorada from and against all claims, damages, losses, and expenses, including reasonable attorney fees and costs, arising out of, or resulting from, the performance of their operations under this Agreement. Anglers Reef shall indemnify and hold harmless the Village (and any governmental body or utility authority properly using the Dedicated Areas) from and against all expenses, costs, or claims for any damages to the Improvement(s) which may result from the use of the right-of-way by the Village or other governmental body or authority due to maintenance, construction, installation, or other proper use within the Dedicated Areas.

6. **INSURANCE.** Throughout the duration of this Agreement, including the initial period and any extensions thereto, Anglers Reef shall obtain and possess:
- a) Commercial General Liability coverage, issued on the most recent version of the ISO form as filed for use in Florida or its equivalent, for all operations under this Agreement, including but not limited to Contractual, Products and Completed Operations, and Personal Injury. The limits shall be not less than \$1,000,000 Combined Single Limits (CSL) or its equivalent per occurrence. Such coverage shall not contain any endorsement(s) excluding or limiting Product/Completed Operations, Contractual Liability, or Severability of Interests. The general aggregate limit shall either apply separately to this contract or shall be at least twice the

required occurrence limit;

b) Prior to commencing operations under this Agreement, Anglers Reef shall provide Certificates of Insurance to County to verify coverage. The name of the project for which the Improvement(s) are to be installed, and the type and amount of coverage provided shall be clearly stated on the face of each Certificate of Insurance. The insurance coverage shall name Islamorada, Village of Islands, Florida as an additional insured, and shall contain a provision which forbids any cancellation, changes or material alterations, or renewal of coverage without providing thirty (30) days prior written notice to the Village. Anglers Reef shall require and ensure that each of its contractors and subcontractors maintains insurance until the completion of their work under any contract associated with this Agreement. Failure of Anglers Reef to maintain insurance coverage for itself or for any other persons or entities for whom it is responsible or to ensure that its contractors and subcontractors maintain coverage shall not relieve Anglers Reef of any contractual responsibility, obligation, or liability.

7. **RENT.** Anglers Reef shall pay the Village of Islamorada \$500.00 per month for the duration of this License and Use Agreement. The rent payments shall commence at the time the Village signs off on any required permit which shall be the equivalent of a Certificate of Occupancy.
8. **RECORDING.** This Agreement shall be recorded in the Public Records of Monroe County, Florida within thirty (30) days of its execution. Promptly upon

execution of this Agreement, Anglers Reef shall pay to Islamorada an amount equal to the applicable cost of recording this Agreement in the Public Records of Monroe County, Florida.

9. **COVENANTS RUNNING WITH THE LAND.** The provisions of this Agreement shall constitute covenants running with the land or an equitable servitude upon the land applicable to all the Property described herein or any portion thereof. Furthermore, this Agreement shall be binding on all parties having any right, title, or interest in the Property described herein or any portion thereof, and their heirs, personal representatives, successors, and assigns. This Agreement shall inure to the benefit of and be enforceable by Islamorada and its respective legal representatives, successors, and assigns.
10. **DURATION.** The provisions, restrictions, and covenants of this Agreement shall run with and bind the land for a period of twenty-five (25) years from the date this Agreement is recorded in the Public Records of Monroe County, Florida. Thereafter, this Agreement shall be automatically extended for successive periods of ten (10) years each, unless a written instrument agreeing to revoke said provisions, restrictions, and covenants is approved by a super majority of the Village of Islamorada and Anglers Reef. No such agreement to revoke shall be effective until said written instrument has been signed, acknowledged, and recorded in the Public Records of Monroe County, Florida. Notwithstanding any of the above provisions, the Village and/or Anglers Reef shall have the right to cancel this Agreement upon ninety (90) days prior written

notice to the other party. The Village may cancel if Anglers Reef does not comply with the terms of this License and Use Agreement. No such cancellation shall be effective until a written instrument has been executed and acknowledged by the Village of Islamorada and recorded in the Public Records of Monroe County, Florida.

11. **AMENDMENT**. The provisions, restrictions, and covenants of this Agreement shall not be modified or amended except in a written instrument approved by a super majority of the Islamorada Village Council and Anglers Reef as described herein. No modification or amendment shall be effective until said written instrument has been signed, acknowledged, and recorded in the Public Records of Monroe County, Florida.
12. **COMPLIANCE WITH APPLICABLE LAWS**. Anglers Reef shall comply with all applicable state laws and Village ordinances, including the Village Right-of-Way Utilization Regulations.
13. **DISCLAIMER OF COUNTY RESPONSIBILITY**. Nothing contained herein shall create any obligation on the part of Islamorada to maintain or participate in the maintenance of the Improvement(s).
14. **EFFECTIVE DATE**. This Agreement shall take effect upon being recorded in the Public Records of Monroe County, Florida.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed by their respective duly authorized representatives on the dates set forth below.

MONROE COUNTY, FLORIDA

By: Village Council

By: _____
Sharon Mahoney,
Mayor

Date: _____

ATTEST: _____
As Clerk of the Islamorada, Village of Islands,
Village Council

By: _____
Clerk

ANGLERS REEF

Anglers Reef Property Owners Association,
Inc.

By: _____

Print Name: _____

Title: _____

Date: _____

WITNESSES:

Print Name: _____

Use Agreement, 20__
<Owner>

Print Name:_____

STATE OF FLORIDA
COUNTY OF MONROE

The foregoing instrument was acknowledged before me by _____, as
_____ of _____, who is known by me to be the person
described herein and who executed the foregoing, this ____ day of _____, 20__. S/he
is personally known to me or has produced _____ as identification and
did/did not take an oath.

WITNESS my hand and official seal in the County and State last aforesaid this ____ day
of _____, 20__.

Notary Public
Print Name:_____

My Commission Expires:_____

EXHIBIT “A”

Legal Description and Sketch of Description for Property

[See attached __ page(s)]

Exhibit “B”

Legal description and sketch of description for the Dedicated Areas

[See attached __ page(s)]

Prepared by and after recording return to:



Islamorada, Village of Islands

REGULAR VILLAGE COUNCIL MEETING

July 22, 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

Dennis Ward led the Pledge of Allegiance.

III. AGENDA: Requests for Deletion / Emergency Additions

Council Member Deb Gillis requested a brief discussion regarding surveys from the Council and/or Mayor. The discussion was added to the Mayor/Council Communication section of the agenda.

IV. REPORTS, PRESENTATIONS AND ANNOUNCEMENTS

A. Village Lighting Improvement Project - Monroe County Sheriff Rick Ramsay

Monroe County Sheriff Rick Ramsay noted that in late March 2025, there were four fatalities due to traffic accidents in the Village. His team reviewed the factors that led to the crashes to look for ideas to prevent future incidents.

They identified areas of concern to improve the lighting in the area, as most crashes involved pedestrians. There were eleven areas that either had no lights or colored lights. Sheriff Ramsay noted those errors have been corrected.

B. Plantation Key Colony Halloween Night - MCSO Capt. Lissette Quintero

MCSO Captain Lissette Quintero shared information with the community regarding Halloween night activities in Plantation Key Colony. She has worked on it since October 2024 and identified safety concerns for vehicles and pedestrians in the area.

Due to the lack of lighting and the number of pedestrians in the area on Halloween, Captain Quintero proposed road closures in that area for a couple of

hours. She indicated she planned to meet with the HOA to share her proposal.

C. FCAA Update on the Plantation Key Transmission Main Replacement Project - Project Manager Aaron Cutler

Aaron Cutler, FCAA Construction Manager for the Plantation Key Transmission Main Replacement, and David Mullen, Project Engineer from Wade Trim, reported on the status of the project. Currently near Forest Tek, and intended to stop work during lobster mini-season. They will still be trenching, but no pipe installation. Crews work around the clock Monday - Friday. The project was ahead of schedule and anticipated to be completed by spring 2026.

V. CITIZENS' ADVISORY COMMITTEE REPORTS & APPOINTMENTS

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

Parks & Recreation Chair Carolyn Wightman reported on the committee's recent meeting. She congratulated the Synchro Sirens for their performance at the Junior Olympics. Ms. Wightman noted the Committee voted 7 - 1 to approve the use of artificial turf on the baseball field.

Village Manager Ron Saunders noted he had asked five residents to serve on a baseball field task force. He indicated that they would review any upcoming use agreement before it goes to the Council.

B. Consideration to Appoint William Todd to the Near Shore Water Regulation Committee for a Term to Expire in May 2026 **TAB 1**

Village Clerk Marne McGrath introduced the item, noting that a member of the Committee recently moved out of Islamorada and created a vacancy on the Near Shore Water Regulation Committee. William Todd had applied in the spring prior to the May appointments. Therefore, staff requested he be appointed to complete the unexpired term.

ACTION: Motion to Approve to Appoint William Todd to the Near Shore Water Regulation Committee item V.B. by Anna Richards second by Don Horton;

Motion Passed with a 5:0 vote

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

NAYS: None

ABSTAIN: None

VI. MAYOR / COUNCIL COMMUNICATIONS

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

Mayor Sharon Mahoney noted she has been working with the Port of Call HOA, Village staff, and the Monroe County Animal Control Officer. She suggested the Village adopt something similar to Miami-Dade's resolution, which would permit the peacocks to stay, but that everyone needed to stop feeding them. A consensus of the Council requested that the item be addressed at the September

meeting.

Council Member Deb Gillis spoke briefly on surveys. She opined that surveys created by Council Members should not be promoted by the Village.

VII. VILLAGE ATTORNEY / VILLAGE MANAGER COMMUNICATIONS

Village Manager Ron Saunders noted the Village had been considering hiring a grant writer. He noted there was an opportunity to piggyback on Key West's contract grant writer.

Deputy Village Manager/Chief Building Official Sheila Denoncourt noted she had negotiated with Key West for grant writing services for an annual cost of \$24,000, which was within the purview of the Village Manager's spending authority. She noted the contract had been signed and executed.

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:

Ken Thomas

Jeri Wagner and Nichole Mateo

Mike Dailor

George Scot

Ed Davidson, Chair of Florida Keys Citizens Coalition

Rich Russell, Chair of Keys Discovery and History Center

Barry Wray

Joe Wischmeier

Tony Hammon

Richard Black

Alina Davis

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

IX. CONSENT AGENDA

Council Member Anna Richards noted she would be abstaining from the vote on Tab 5 (Item C) as she was a principal for one of the vendors.

ACTION: Motion to Approve the Consent Agenda with the removal of Tab 5/Item C item IX. by Don Horton 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

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
- F. 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 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.
- E. 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**

- C. 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**

Council Member Anna Richards abstained from the vote.

ACTION: Motion to Approve Tab 5/Item C of the Consent Agenda

Motion Passed with a 4:1 vote

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

NAYS: None

ABSTAIN: Anna Richards

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**

Village Manager Ron Saunders noted that the Village was required to pass a tentative millage rate. After approval of the resolution, it can not increase more than the tentative millage rate. Three budget workshops would be held, and the budget would be reassessed to determine where cuts could be made.

Mr. Saunders noted that non-discretionary items do increase the budget by \$1 million. He announced that he had instituted a two-month hiring freeze and the potential elimination of some vacant positions.

Mayor Sharon Mahoney opened public comment.

Speakers included:

Sue Miller

Dr. Larry Dalton

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

Council Member Steve Freidman stated his preference to start at a lower millage rate than the proposed 3.0 mills.

A majority of the council members indicated that they were comfortable starting with 3.0 mills.

ACTION: Motion to Approve a Proposed Millage Rate of 3.0 item XI.A.
by Sharon Mahoney second by Deb Gillis;
Motion Passed with a 4:1 vote
AYES: Sharon Mahoney, Don Horton, Deb Gillis, Anna Richards
NAYS: Steve Friedman
ABSTAIN: None

- 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

Mayor Sharon Mahoney opened public comment.

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

ACTION: Motion to Continue to the August 5, 2025 Special Meeting 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

- 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

Mayor Sharon Mahoney opened public comment.

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

ACTION: Motion to Continue to the August 5, 2025 Special Meeting item XI.C. 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

- 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

Mayor Sharon Mahoney opened public comment.

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

ACTION: Motion to Continue to the August 5, 2025 Special Meeting item XI.D. 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

- 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

Mayor Sharon Mahoney opened public comment.

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

ACTION: Motion to Continue to the August 5, 2025 Special Meeting item XI.E. 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

- 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

Mayor Sharon Mahoney opened public comment.

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

ACTION: Motion to Continue to the August 5, 2025 Special Meeting item XI.F. by Deb Gillis second by Don Horton;
Motion Passed with a 5:0 vote

AYES: Sharon Mahoney, Don Horton, Steve Friedman, Deb Gillis, Anna Richards
NAYS: None
ABSTAIN: None

- 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

Mayor Sharon Mahoney opened public comment.

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

ACTION: Motion to Continue to the August 5, 2025 Special Meeting item XI.G. 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

- 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

Mayor Sharon Mahoney opened public comment.

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

ACTION: Motion to Continue to the August 5, 2025 Special Meeting item XI.H. 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

- 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

Mayor Sharon Mahoney opened public comment.

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

ACTION: Motion to Approve item XI.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 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.

Mayor Sharon Mahoney opened public comment.

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

ACTION: Motion to Approve item XI.J. 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

- 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

Mayor Sharon Mahoney opened public comment.

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

ACTION: Motion to Approve item XI.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

- 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.

Mayor Sharon Mahoney opened public comment.

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

ACTION: Motion to Approve item XI.L. 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

- 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

Council Member Steve Friedman introduced the request, noting that it was based on the potential for significant environmental damage to the Everglades and was not a commentary on the use as a detention facility.

Mayor Sharon Mahoney opened public comment.

Speakers included:
Joe Wischmeier

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

Council Member Steve Friedman made a motion to approve the resolution, which died for lack of support.

The other Council Members opined that the resolution was not germane to the community and therefore, was not within the purview of the Council.

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.

Mayor Sharon Mahoney opened public comment.

Speakers included:
Sue Miller
Dylan Scott
Alina Davis

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

Public Works Director A.J. Engelmeyer noted the department had a 24-hour hotline, so his team could respond to situations as soon as possible.

ACTION:	Motion to Approve the Ordinance on First Reading item XII.A. by Don Horton second by Anna Richards; Motion Passed with a 4:1 vote
AYES:	Sharon Mahoney, Don Horton, Steve Friedman, Anna Richards
NAYS:	Deb Gillis
ABSTAIN:	None

XIII. ADJOURNMENT

There being no further business, Mayor Sharon Mahoney adjourned the meeting at 8:12 p.m.



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

July 24, 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

Brett Ekblom led the Pledge of Allegiance.

III. AGENDA: Requests for Deletion / Emergency Additions

Several Council Members said they needed more information before considering Tab G.

ACTION: Motion to Move Tab G to continue to a time certain of September 11, 2025, at 5:30 p.m. Council Meeting in this room at the Community Center item III. 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

IV. MAYOR / COUNCIL COMMUNICATIONS

There were none.

V. VILLAGE ATTORNEY / VILLAGE MANAGER COMMUNICATIONS

Interim Village Attorney John Quick had a question regarding the administrative appeal in Tab C. He noted that the applicant gets 10 minutes to present their case and the original applicant requested 10 minutes as well. Mr. Quick noted that if Council agreed, it would apply to all future administrative appeals not addressed in the code.

Village Manager Ron Saunders announced that a workshop of the Budget Review Task Force would be held the following Tuesday at 5:30 p.m. He noted that specific questions for certain staff would be addressed.

VI. 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:

Sandi Williams

Senior Environmental Planner Daniel Parabok stated the turtle nesting beaches map online is current.

Joe Wischmeier

Matthew Barron

Attorney Bart Smith asked for an opportunity to request an appeal of Resolution 23-04-45 for his client, What a Good Catch

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

ACTION: Motion to Approve to waive Council procedures to consider allowing for additional consideration of Resolution 23-04-45 item VI. 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

ACTION: Motion to Approve placing the reconsideration of Resolution 23-04-45 on the agenda for the September 11, 2025, Land Use Council Meeting at 5:30 p.m. at this place, the Founders Park Community Center item VI. 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

VII. ORDINANCES

- A.** Ordinance Amending Policy 1-3.1.3: Institute a Program for Transfer of Development Rights - **FIRST READING TAB A** Jennifer DeBoisbriand , Planning Director, Daniel Parabok, Senior Environmental Planner/Biologist, Rebecca Jetton, Village Consultant

AN ORDINANCE OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, AMENDING POLICY 1-3.1.3: INSTITUTE A PROGRAM FOR TRANSFER OF DEVELOPMENT RIGHTS; 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.

Planning Director Jennifer DeBoisbriand noted that Tabs A and B were companion items. She indicated that she would be addressing them together, but they are separate items.

Director DeBoisbriand summarized the proposed changes which would allow the transfer of existing buildings rights from Class I, II, and III parcels to area(s) of receiver parcels containing Class II or Class III habitat classifications provided that the receiver site meets the following criteria:

1. Lawfully scarified areas of receiver parcel are large enough to accommodate the principal use and accessory uses, along with sufficient access to the site may be developed provided that no Class I habitat is altered or removed; and
2. Transfer shall not result in the alteration, removal, or decrease of Class I habitat. Removal of native vegetation within Class I habitat classifications is strictly prohibited.

Director DeBoisbriand noted that the LPA voted unanimously to recommend approval of the ordinance.

Mayor Sharon Mahoney opened public comment.

Speakers included:

Ty Harris

Sue Miller

Joe Wischmeier

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

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

Motion Passed with a 5:0 vote

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

NAYS: None

ABSTAIN: None

- B.** Ordinance Amending Code Sections 30-504 and 30-506 - Transfer of Development Rights - **FIRST READING TAB B** Jennifer DeBoisbriand , Planning Director, Daniel Parobok, Senior Environmental Planner/Biologist, Rebecca Jetton, Village Consultant

AN ORDINANCE OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, AMENDING VILLAGE CODE SECTIONS 30-504, TRANSFER PROCEDURE AND SECTION 30-506, TRANSFER OF DEVELOPMENT RIGHTS FOR RESIDENTIAL DWELLING UNITS AND DENSITY; 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.

Companion to previous item - no additional information

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.

ACTION: Motion to Approve first reading item VII.B. 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

VIII. QUASI-JUDICIAL

Interim Village Attorney John Quick read the quasi-judicial statement, noting that the meeting materials and all communications were entered into the record.

The Village Clerk swore in the witnesses.

- A. Public Hearing - 73501 Overseas Hwy Minor Amendment to PLCUP20220140 Notice of Intent to Issue an Approval **TAB C** Emily Hernandez, Planner

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, CONSIDERING ADMINISTRATIVE APPEAL NO. PLCUP20250012 FILED BY RUSSEL A. YAGEL, AGENT FOR LOWER MATECUMBE BEACH PROPERTY OWNERS ASSOCIATION (APPELLANT) RELATING TO AN ADMINISTRATIVE DECISION BY THE DIRECTOR OF PLANNING (AMENDMENT TO MINOR CONDITIONAL USE PERMIT) FOR PROPERTY LOCATED AT 73501 OVERSEAS HWY, HAVING REAL ESTATE NUMBER 00388620-000000, ON LOWER MATECUMBE KEY; AS LEGALLY DESCRIBED HEREIN; PROVIDING FOR THE TRANSMITTAL OF THIS RESOLUTION TO THE STATE DEPARTMENT OF COMMERCE AND PROVIDING FOR AN EFFECTIVE DATE UPON THE APPROVAL OF THIS RESOLUTION FROM THE STATE DEPARTMENT OF COMMERCE.

Council was asked to disclose any ex parte communications:

Council Member Steve Freidman - None

Council Member Deb Gillis - Laurie Manning, Ty Harris, and Robert Moser

Council Member Anna Richards - Laurie Manning and noted she had received some emails.

Vice Mayor Don Horton - Ty Harris, Robert Moser as well as other quick conversations and some emails.

Mayor Sharon Mahoney - Ty Harris and Rober Moser.

Planning Director Jennifer DeBoisbriand introduced the item, noting a minor conditional use permit was being considered for the old Safari Lounge. The amendment was to remove certain conditions related to operating hours, live music, and outdoor seating. She indicated that the proposed conditional use complies with code and staff recommended approval.

Attorney Russ Yagel, who had previously requested an opportunity to represent the Lower Matecumbe Beach Property Owners Association (LMBPOA)'s position on the matter, argued that the code does not permit minor deviations, the burden on the applicant had not been met, and that the Council lacks the legal authority to make the requested changes. On behalf of his clients, he requested that the Council deny the permit.

Attorney Ty Harris, representing the applicant, noted the LMBPOA was not a formal HOA and lacked the right to request an appeal. He said that the building's footprint had not changed in the past few decades. He argued the applicant didn't need a minor conditional use permit, as the planning director had the right to make these changes.

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

In favor:

Joe Campbell
Bill Hardy
Thorndike Williams
Brad Dougherty
Mr. Pastaello

Opposed:

Robert Moser, on behalf of LMBPOA
Paul Garber

Neither in support nor opposition:

Joe Wischmeier
Sue Miller

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

Council deliberated, and the consensus was that they supported the Planning Director's decision.

ACTION: Motion to Support the Planning Director's decision and deny the appeal item VIII.A. by Deb Gillis, second by Don Horton;
Motion Passed with a 5:0 vote

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

NAYS: None

ABSTAIN: None

A brief recess was called at 7:52 p.m as audience members left the chambers. The meeting reconvened at 8:01 p.m.

- B.** Ordinance to Amend the Future Land Use Map from Residential Conservation (RC) to Mixed Use (MU) for the Property at 76800 Overseas Hwy. - **FIRST READING TAB D** Jennifer DeBoisbriand , Planning Director

AN ORDINANCE OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, CONSIDERING THE REQUEST OF TY HARRIS PA, AGENT FOR LEBEN FAMILY LLLP TO AMEND THE VILLAGE'S FUTURE LAND USE MAP FROM RESIDENTIAL CONSERVATION (RC) TO MIXED USE (MU) FOR THE SUBJECT PROPERTY, AT 76800 OVERSEAS HIGHWAY LOCATED ON LOWER MATECUMBE KEY, WITH REAL ESTATE NUMBER 00396950-000200 AND TO ESTABLISH A NEW SUB-AREA POLICY UNDER OBJECTIVE 1-2.11, AS LEGALLY DESCRIBED HEREIN, AS LEGALLY DESCRIBED HEREIN; PROVIDING FOR THE TRANSMITTAL OF THIS ORDINANCE TO THE STATE DEPARTMENT OF COMMERCE; AND PROVIDING FOR AN EFFECTIVE DATE UPON THE APPROVAL OF THIS ORDINANCE BY THE STATE DEPARTMENT OF COMMERCE.

Companion items Tabs D and E were to be heard together but voted on separately.

Council was asked to disclose any ex parte communications:

Council Member Steve Freidman - None

Council Member Deb Gillis - Ty Harris, Cheryl Culberson, and Lorie LaLonde

Council Member Anna Richards - Ty Harris

Vice Mayor Don Horton - Ty Harris, Lorie LaLonde, and Jim Rhyne

Mayor Sharon Mahoney - Ty Harris, Nancy Hershoff, and her family member

Planning Director Jennifer DeBoisbriand noted the former tennis center property was partially in the Florida Bay Forever area and was a mix of scarified and high quality hammocks. She reported that the LPA reviewed it twice and proposed rezoning the property to Mixed Use.

Ty Harris, representing the family trust that owns the tennis center, indicated the business was operational before incorporation and was rezoned to Residential Conservation when the tennis center moved out. Mr. Harris expressed the applicant's willingness to adjust as necessary.

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

In favor: none

Opposed:

Joe Wischmeier

Sue Miller, on behalf of the Islamorada Community Alliance

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

After Council deliberation, the consensus was to support staff's recommendation to approve the map amendment and the creation of the new subarea policy.

ACTION: Motion to Approve item VIII.B. 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

- C. Ordinance to amend the official Zoning Map from Native Residential (NR) to Neighborhood Commercial (NC)) for the Property at 76800 Overseas Hwy. - **FIRST READING TAB E** Jennifer DeBoisbriand , Planning Director

AN ORDINANCE OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, CONSIDERING THE REQUEST OF TY HARRIS PA, AGENT FOR LEBEN FAMILY LLLP, TO AMEND THE OFFICIAL ZONING MAP FROM NATIVE RESIDENTIAL (NR) TO NEIGHBORHOOD COMMERCIAL (NC) FOR THE SUBJECT PROPERTY AT 76800 OVERSEAS HIGHWAY LOCATED ON LOWER MATECUMBE KEY, WITH REAL ESTATE NUMBER 00396950-000200, AS LEGALLY DESCRIBED HEREIN; PROVIDING FOR THE TRANSMITTAL OF THIS ORDINANCE TO THE STATE DEPARTMENT OF COMMERCE; AND PROVIDING FOR AN EFFECTIVE DATE UPON THE APPROVAL OF THIS ORDINANCE BY THE STATE DEPARTMENT OF COMMERCE.

As this item was discussed, and testimony was combined with the preceding item, there was no additional information.

It was reiterated that each item was required to be moved and voted individually.

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. Public Hearing - 80951 Old Hwy- Variance Rear Yard Setback **TAB F** Jennifer DeBoisbriand , Planning Director

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, CONSIDERING THE REQUEST OF PATRICIA ESSLINGER FOR A VARIANCE FROM THE PROVISIONS OF SECTION 30-691(E)(4)(C) – REAR YARD SETBACK, TO ALLOW FOR THE CONSTRUCTION OF AN ADDITION WITHIN THE REAR YARD SETBACK FOR

PROPERTY LOCATED AT 80951 OLD HWY ON UPPER MATECUMBE KEY, WITHIN THE SR (SETTLERS RESIDENTIAL) ZONING DISTRICT, WITH REAL ESTATE NUMBER 00096200-000000, AS LEGALLY DESCRIBED HEREIN; AND PROVIDING AN EFFECTIVE DATE.

Council was asked to disclose any ex parte communications:

Council Member Steve Friedman - None

Council Member Deb Gillis - None

Council Member Anna Richards - None

Vice Mayor Don Horton - Patti Stanley

Mayor Sharon Mahoney - None

Planning Director Jennifer DeBoisbriand introduced noting staff had no objection and recommended approval.

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

There being no one 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

- E. Administrative Appeal of Dwelling Unit Determination for 82925 and 82929 Overseas Hwy **TAB G** Jennifer DeBoisbriand , Planning Director

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, CONSIDERING ADMINISTRATIVE APPEAL OF NO. PLPRE20230193 FILED BY JOANNE M. PEREIRA, AGENT FOR GINO AND PIERA BOLOGNA (APPELLANT) RELATING TO A DWELLING UNIT DETERMINATION BY THE DIRECTOR OF PLANNING FOR PROPERTY LOCATED AT 82925 OVERSEAS HWY AND 82929 OVERSEAS HWY, HAVING REAL ESTATE NUMBERS 00403630-000000 AND 00403640-000000, ON UPPER MATECUMBE KEY; AS LEGALLY DESCRIBED HEREIN; PROVIDING FOR THE TRANSMITTAL OF THIS RESOLUTION TO THE STATE DEPARTMENT OF COMMERCE AND PROVIDING FOR AN EFFECTIVE DATE UPON THE APPROVAL OF THIS RESOLUTION FROM THE STATE DEPARTMENT OF COMMERCE.

Continued to a time certain of September 11, 2025, at 5:30 pm at this place, the Founders Park Community Center

IX. ADJOURNMENT

There being no further business, Mayor Sharon Mahoney adjourned the meeting at 8:31 p.m.



Islamorada, Village of Islands **BUDGET WORKSHOP**

August 5, 2025 - 3:00 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 3:00 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

Sheriff Rick Ramsay led the Pledge of Allegiance.

III. INTRODUCTION

Village Manager Ron Saunders started the meeting with a statement, noting measures that have already been included in the budget. The budget is based on 3 mills, which was the starting point, with the goal of getting to 2.65 mills.

Sheriff Rick Ramsay addressed questions that had been raised by the budget task force.

He indicated there were 18 allotted positions in Islamorada and that the Council requested two additional officers during the 2021 budget process to provide more nighttime coverage.

He noted that the increase comes to \$495,000, and was for personnel only and includes no capital expenses.

IV. PUBLIC COMMENT

Mayor Sharon Mahoney opened public comment.

Speakers included:
Dr. Larry Dalton
Barry Wray

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

V. ITEMS FOR DISCUSSION

Village Manager Ron Saunders introduced and thanked Interim Finance Director Hatti Jenkins for taking on more duties and responsibilities.

A. Introduction - TAB 1

Interim Finance Director Hatti Jenkins provided an overview of the budget workshop.

B. Overview of Finance Department, Governmental Finance, Fund Reserves, and the Village's Purchasing Policies and Procedures - TAB 2

Interim Finance Director Hatti Jenkins summarized the challenges of governmental finance, fund reserves, and the Village's purchasing policies.

C. Status of Pooled Cash and Village Debt - TAB 3

Interim Finance Director Hatti Jenkins explained the debt service fund. She noted that projected General Fund revenues are based on historical trends.

D. Personnel - TAB 4

Human Resources Director Jamie Terry provided an overview of the proposed employee health benefit renewal summary. She indicated that there was a 10.6% increase in premium costs.

Director Terry noted that there were two options. Either the employee pays all or the Village shares the increase with the employee, which would be an increase of between \$4 to \$24, depending on coverage. She noted that with option two, the savings to the Village would be around \$10,000.

Mayor Sharon Mahoney noted she didn't recall Council approving an alteration to the policy with the Village increasing its funding of dependent coverage. Director Terry noted it was implemented by a previous administration and was included in a budget amendment. At that time, the number of employees participating at the time was five. She acknowledged that any change moving forward would affect 40 employees who were now using dependent coverage. She further noted that the Fire Department is covered by a CBA with its own requirements and that she was not including fire personnel in these numbers.

Director Terry also advised that any changes must be made before open enrollment in mid-September, which was when employees selected their benefit plan for the upcoming fiscal year. Council discussed options and directed staff to bring a resolution for consideration.

In discussing overtime, Council asked for options to reduce the number of staff serving as recording secretaries outside of business hours at overtime rates. One suggestion was to hold committee meetings during business hours. It was noted that Public Works staff were no longer monitoring the Fills, but they still perform restroom maintenance. It was suggested that a contract company may be able to provide that service instead of staff on overtime. Outsourcing, where it makes sense for the work required, was discussed as another option for reducing costs.

Proposed budgets were presented for the Village Council and Village Clerk, with the remaining departments slated for the next workshop.

VI. COUNCIL DISCUSSION

Council discussed potential cost saving measures the Village may be able to incorporate into its budget.

VII. ADJOURNMENT

There being no further business, Mayor Sharon Mahoney adjourned the meeting at 4:54 pm



Islamorada, Village of Islands **SPECIAL CALL VILLAGE COUNCIL MEETING**

August 5, 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

Mayor Sharon Mahoney led the Pledge of Allegiance.

III. AGENDA: Requests for Deletion / Emergency Additions

There were no emergency additions or deletions to the agenda.

IV. MAYOR / COUNCIL COMMUNICATIONS

Vice Mayor Don Horton congratulated staff who were recognized this month in the employee survey.

V. VILLAGE ATTORNEY / VILLAGE MANAGER COMMUNICATIONS

None

VI. 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.

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

VII. RESOLUTIONS

Village Attorney John Quick indicated these items were a continuation from a previous meeting. The public hearings on these resolutions were held on July 22, 2025, and continued to this day to consider adoption.

- A.** Resolution Approving the FY 25-26 Stormwater Services Non-Ad Valorem Assessment Rate and Roll **TAB 1** (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**

Mayor Sharon Mahoney opened public comment.

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

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

Motion Passed with a 4:1 vote

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

NAYS: Steve Friedman

ABSTAIN: None

- B.** Resolution Approving the FY 25-26 Final Solid Waste Non-Ad Valorem Assessment Rate for Residential Services and Roll **TAB 2** (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**

Mayor Sharon Mahoney opened public comment.

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

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

Motion Passed with a 4:1 vote

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

NAYS: Steve Friedman

ABSTAIN: None

- C.** Resolution Approving FY 25-26 North Plantation Key Non-Ad Valorem Assessment Rate and Roll **TAB 3** (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

Mayor Sharon Mahoney opened public comment.

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

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

- D. Resolution Approving the FY 25-26 North Plantation Key Woods Corner Wastewater Non-Ad Valorem Assessment Rate and Roll **TAB 4** (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

Mayor Sharon Mahoney opened public comment.

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

Mayor Sharon Mahoney asked Council Member Steve Freidman why he was voting no on these resolutions. Council Member Freidman indicated he was not familiar enough to confidently vote yes.

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

- E. Resolution Approving FY 25-26 North Plantation Key Supplemental Wastewater Non-Ad Valorem Assessment Rate and Roll **TAB 5** (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

Mayor Sharon Mahoney opened public comment.

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

ACTION: Motion to Approve item VII.E. by Don Horton second by Deb Gillis;

Motion Passed with a 4:1 vote

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

NAYS: Steve Friedman

ABSTAIN: None

- F. Resolution Approving FY 25-26 Remaining Service Area Phase I Wastewater Non-Ad Valorem Assessment Rate and Roll **TAB 6**
(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

Mayor Sharon Mahoney opened public comment.

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

ACTION: Motion to Approve item VII.F. by Deb Gillis second by Don Horton;

Motion Passed with a 4:1 vote

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

NAYS: Steve Friedman

ABSTAIN: None

- G. Resolution Approving FY 25-26 Remaining Service Area Phase II Wastewater Non-Ad Valorem Assessment Rate and Roll **TAB 7**
(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**

Mayor Sharon Mahoney opened public comment.

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

ACTION: Motion to Approve item VII.G. by Anna Richards second by Don Horton;

Motion Passed with a 4:1 vote

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

NAYS: Steve Friedman

ABSTAIN: None

VIII. ADJOURNMENT

There being no further business, Mayor Sharon Mahoney adjourned the meeting at 5:50 p.m.



Islamorada, Village of Islands **BUDGET WORKSHOP**

August 6, 2025 - 3:00 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 02:56 PM

II. PLEDGE OF ALLEGIANCE

Planning Director Jennifer DeBoisbriand led the Pledge of Allegiance.

III. PUBLIC COMMENT

Mayor Sharon Mahoney opened public comment.

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

IV. ITEMS FOR DISCUSSION

A. FY 2024 - 2025 General Fund Projections - TAB 5

B. FY 2025 - 2026 General Fund Preliminary Budget Summaries - TAB 6

C. General Fund Revenues - TAB 7

D. General Government Departments - TAB 8

- Village Council
- Village Attorney
- Village Manager
- Village Clerk
- Finance
- Information Technology

It was noted that the Clerk and Council budgets were discussed at the previous budget workshop. Therefore, this meeting started with discussion of the Village Manager's budget.

Interim Finance Director Hatti Jennkins summarized the Finance Department budget. Council asked questions about staffing, dues and subscriptions, and training and travel.

IT Director Vince Tarves IT Department took questions of Council concerning the IT budget and highlighted the necessity of some of the requests.

E. Development Services Departments - TAB 9

- Planning & Development
- Code Compliance
- Affordable Housing Fund
- Impact Fee Fund
- Building Services Fund

Planning Director Jennifer DeBoisbriand noted she manages the Planning & Development, Code Compliance, Affordable Housing, and Impact Fee funds.

Director DeBoisbriand addressed questions concerning outsourcing some of the department's work and the reduction of costs in some line items.

Director DeBoisbriand also took questions concerning Code Compliance, Affordable Housing, and Impact Fee Funds.

Deputy Village Manager/Chief Building Official Sheila Denoncourt summarized the Building Services budget.

Discussion ensued regarding adjusting fees and reassessing our fleet management program for potential cost savings.

F. Public Safety and Emergency Management Departments - TAB 10

- Local Law Enforcement
- Fire Rescue

It was noted that Monroe County Sheriff Rick Ramsay had discussed the law enforcement budget the previous day.

Fire Chief Terry Abel Terry responded to questions from the Council concerning ideas to reduce the department's budget.

G. Culture and Recreation Departments - TAB 11

- Parks and Recreation
- Marina Enterprise Fund

Founders Park Director Maria Bagiotti summarized some of the requests in her department's budget, which included maintenance items and training for staff. Adding a second gate at the south end of the park for resident access was mentioned.

Dockmaster Lisa Watts summarized the marina budget. The potential for raising the rates and other ideas to generate more revenue were discussed.

H. Public Works - TAB 12

- Public Works Department
- Solid Waste Fund
- Stormwater Enterprise Fund
- Transportation Fund
- Wastewater Enterprise Fund

Public Works Director A.J. Engelmeyer summarized the budget to the departments under his purview.

He noted that personnel had been reduced from previous years, and an open position had been removed.

It was noted that, for budget purposes, all vehicles were being transferred to Public Works. Village Manager Ron Saunders indicated that staff were investigating the feasibility of piggybacking on Monroe County's fleet maintenance.

Director Engelmeyer summarized the proposed budgets for Solid Waste, the Stormwater Utility Fund, and the Transportation Fund.

He noted that the Wastewater Utility Fund had the same staffing as last year, and that an emergency hotline was available for repairs 24/7. Discussion ensued about the Key Largo Wastewater District assuming responsibility for our wastewater system. It was noted that discussions had begun, but that it was a long process.

Director Engelmeyer summarized the department's Capital Improvements requests. The possibility of renting some of the equipment being requested rather than purchasing, and outsourcing some of the maintenance functions was discussed. It was noted that the Windley Key parking project could be removed, which would save the Village \$500,000.

Village Manager Ron Saunders noted that staff would present the Council with a revised budget at the following day's Budget Workshop.

I. Capital Project Fund - TAB 13

Proposed Capital Projects were discussed.

V. COUNCIL DISCUSSION

Human Resources Director Jamie Terry was asked to bring back the benefit costs for new employees at the next Budget Workshop.

VI. ADJOURNMENT

There being no further business, Mayor Sharon Mahoney adjourned the meeting at 6:23 p.m.



Islamorada, Village of Islands **BUDGET WORKSHOP**

August 7, 2025 - 3:00 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 3:00 p.m.

Mayor Mahoney thanked Council and staff for their efforts to trim the budget.

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

Larry Dalton led the Pledge of Allegiance.

III. PUBLIC COMMENT

Mayor Sharon Mahoney opened public comment.

Speakers included:
Larry Dalton

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

IV. ITEMS FOR DISCUSSION

- A.** Any items from Workshop #1 and Workshop #2 not discussed
The workshop started with Tab 6 - FY25-26 General Fund Preliminary Budget Summary

Village Manager Ron Saunders announced that staff had revised the budget. It had been reduced from 3 mills to 2.65 mills, which was the current millage rate.

He noted that there would be no raises or COLAs for employees not covered by a CBA.

Manager Saunders stated that the reserves were acceptable from a legal standpoint, but not from a risk standpoint. He suggested the Village sell the church and hold the proceeds in reserve. He further stated that staff removed the

reserves from the land acquisition fund. There was a consensus of the Council to rezone the church property to Highway Commercial.

Manager Saunders noted he had negotiated an emergency line of credit with Centennial Bank and that the Village would only pay interest fees if we needed to use the funds.

Interim Finance Director Hatti Jenkins summarized the reductions, noting that in the Capital Projects budget \$1,000,000 was removed from the Public Works Capital Outlay, and they also reduced Public Works' equipment request. The Wall of Fame, mower, and access control were also removed from the Parks & Recreation budget.

It was noted that expenditures still exceeded revenues by over \$2,000,000. Staff confirmed that the funds to cover the deficit would come from the General Fund.

B. Revised TAB 6

The revised tab was presented with a summary of the changes.

C. Revised TAB 13

The revised tab was presented with a summary of the changes.

V. COUNCIL DISCUSSION

Discussion ensued, and the Council consensus was that they were comfortable enough to move forward with the tentative budget.

VI. ADJOURNMENT

There being no further business, Mayor Sharon Mahoney adjourned the meeting at 3:50 p.m.



Council Communication

To: Mayor and Village Council
From: Peter Frezza, Environmental Resources Manager
Date: September 9, 2025
SUBJECT: **Resolution Approving a Work Authorization with Avalon Gardens for a Planting Project at Village Hall TAB 3**

Background:

In accordance with its Comprehensive Plan, Islamorada, Village of Islands (the "Village"), continues to enhance general community appearance as well as to preserve and enhance open space and natural landscapes. This project would further the Village's natural landscapes planting objective within open space, parks, and right-of-way areas. In July 2025 the Village requested a proposal from Avalon Gardens, Inc. ("Avalon") for a native tree, shrub and groundcover planting project at Islamorada's Village Hall on Plantation Key, adjacent to U.S.1. This planting project is intended to enhance the open space in between the Village Administration building and overseas Highway where no vegetation currently exists. The plant cover will also serve as an excellent highway buffer to the administration building, the wastewater pump station, and the Freebee parking area. Effective May 2, 2023, the Village and Avalon entered into a Non-Exclusive Continuing Services Agreement ("CSA") for professional landscaping services resulting from a competitive bid process (RFQ# 23-03) to create a library of firms for landscaping, tree trimming and mangrove trimming.

Analysis:

Exhibit "A" to the attached Resolution is proposed Work Authorization No. 6 between the Village and Avalon for professional landscaping services for the project at Islamorada's Village Hall at a cost not to exceed \$21,065.00. Work Authorization No. 6 would become effective upon full execution and the project would commence as directed by the Village. Under Work Authorization No. 6, as outlined in the scope within Exhibit "B", Avalon will complete a project involving the planting of 544 native trees, shrub and groundcover. The contractor is to complete the work in a timely manner as indicated in the Agreement.

Budget Impact:

The Village's Purchasing Ordinance and procedures require that contracts with or purchases from a vendor above \$25,000.00 in a single year must be approved by the Village Council. The Village previously completed a planting project with Avalon this year in the amount of \$24,384.00. This Work Authorization would be for a not-to-exceed amount of \$21,065.00, as outlined in Exhibit "A". Costs for this landscaping project, which would ultimately be recorded as an asset of the Village, would be accounted for in the FY 2024-2025 Capital Project Fund budget and would be funded by a transfer of In Lieu of Landscape Mitigation funds from the General Fund. The Finance Department estimates that the amount in Committed Fund Balance for Landscape Mitigation as of September 9, 2024, will be \$139,334.43.

Staff Impact:

The Village's Environmental Resources Manager and Public Works Director would oversee the project and coordinate as necessary. The Village's Finance department will track the expenditure.

Recommendation:

It is recommended that the Village Council adopt the attached Resolution, thereby approving Work Authorization No. 6 with Avalon Gardens, Inc.

- Attachments:**
1. Resolution_Village Hall planting_Avalon_090925 RVCM
 2. Ex. A signed_Project Agreement for WA#6 Avalon Gardens Inc
 3. Ex. B_Village Hall Proposal

RESOLUTION NO. 25-

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING WORK AUTHORIZATION NO. 6 WITH AVALON GARDENS, INC., FOR COMPLETION OF A PLANTING PROJECT AT ISLAMORADA ADMINISTRATIVE CENTER AND PUBLIC SAFETY HEADQUARTERS; AUTHORIZING VILLAGE OFFICIALS TO IMPLEMENT THE TERMS AND CONDITIONS OF WORK AUTHORIZATION NO. 6; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE PROJECT AGREEMENT FOR WORK AUTHORIZATION NO 6; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, Islamorada, Village of Islands (the "Village"), continues to enhance general community appearance and promote natural landscapes and habitat through native tree plantings within open spaces within the Village; and

WHEREAS, the Village has proposed a native plant planting project at the Islamorada Administrative Center and Public Safety Headquarters, also known as Village Hall; and

WHEREAS, the Village requested a proposal from Avalon Gardens, Inc. ("Avalon") for the planting project services, as detailed in Exhibit "B" attached hereto (the "Project"); and

WHEREAS, pursuant to RFQ 23-03, the Village entered into a current Continuing Services Agreement with Avalon for landscaping, tree trimming and mangrove trimming services; and

WHEREAS, Avalon is willing to perform these services as outlined in the Scope of Services attached as Exhibit "B" in an amount not to exceed Twenty-one Thousand Sixty-five Dollars (\$21,065.00); and

WHEREAS, the Village Council of Islamorada, Village of Islands, (the "Village Council") has determined that approval of the Work Authorization No. 6 with Avalon 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. 6 with Avalon, attached as Exhibit "A", for completion of the Project.

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. 6, 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 Work Authorization No. 6.

Section 5. Authorization of Village Manager to Execute. The Village Manager is hereby authorized to execute Work Authorization No. 6 with Avalon 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.

Motion to adopt by _____, seconded by _____.

FINAL VOTE AT ADOPTION

VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS

Mayor Sharon Mahoney _____

Vice Mayor Don Horton _____

Councilman Steve Friedman _____

Councilwoman Deb Gillis _____

Councilwoman Anna Richards _____

PASSED AND ADOPTED THIS ____ DAY OF _____, 2025.

SHARON MAHONEY, MAYOR

ATTEST:

MARNE MCGRATH, VILLAGE CLERK

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

JOHN J. QUICK, VILLAGE ATTORNEY

PROJECT AGREEMENT

Between

ISLAMORADA, VILLAGE OF ISLANDS

And

AVALON GARDENS, INC.

For

Work Authorization No. 6

Professional Landscaping Services

This Project Agreement between ISLAMORADA, VILLAGE OF ISLANDS (hereinafter referred to as "VILLAGE") and AVALON GARDENS, 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 May 2, 2023, pursuant to RFQ #23-03, (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. 6 for the CONSULTANT to provide landscaping services to plant native trees and shrubs on the Village Hall property fronting U.S. 1 as more further described in Exhibit "A" attached hereto (the "Project"), in accordance with the terms and conditions of this Work Authorization No. 6.

The VILLAGE and CONSULTANT agree as follows:

SECTION 1. SCOPE OF SERVICES

1.1 The CONSULTANT shall provide Professional Landscaping services to the VILLAGE for the Project as described in the "Project Description" attached as Exhibit "A" hereto, to complete the Village Hall Landscaping Project.

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

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:

- *Planting of five hundred forty-four (544) native trees and shrubs and groundcover*
- *Site Prep/Labor*
- *Delivery/Equipment*
- *Mulching*
- *Hand Watering TBD*

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

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 through the issuance of a Purchase Order. The CONSULTANT shall not incur any expenses or obligations for payment to third parties prior to the issuance of the Notice to Proceed through a Purchase Order.

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 Project 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 Twenty-one Thousand Sixty-five Dollars **(\$21,065.00)** as compensation for performance of all services and deliverables 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 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 Work Authorization 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 percentage 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 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 this Project Agreement, and the cause thereof, is corrected to the VILLAGE'S reasonable satisfaction.

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

SECTION 6. TERMINATION/SUSPENSION

6.1 For Cause. This Project 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 Project Agreement. In the event that CONSULTANT abandons this Project 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 Project 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 Project Agreement, the parties anticipate that the following named individuals will perform those supervisory or primary functions indicated:

NAME

FUNCTION

Brian and Tina Rogers

Owners

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.

IN WITNESS WHEREOF, the parties have executed this Project 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 Owner, duly authorized officer to execute same.

Affidavit Attesting to Noncoercive Conduct for Labor or Services

Nongovernment Entity name:

_____ (“Vendor”)

Vendor FEIN: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone number: _____ Email Address: _____

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

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

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

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

Written Declaration

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

By: _____
Authorized Signature

Print Name and Title: _____

Date: _____

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

AVALON GARDENS INC.

By: Brian Rogers
Print Name: Brian Rogers

Title: President

The 6th day of August, 2025.

WITNESSES:

Print Name: _____

Print Name: _____

Avalon Gardens



122 Mockingbird Road, Islamorada, Florida 33070
786.252.3901
avalon-gardens.net

PROPOSAL

July 25, 2025

Client: Village of Islamorada, 86800 Overseas Highway, Islamorada, FL 33036

Project: Village Hall Landscaping

Scope of Work:

Avalon Gardens will install the following new landscaping:

Quantity	Description	Unit	Total
<u>Plant Material:</u>			
12	<i>Thrinax radiata</i> Thatch palm 7g	100	1,200
12	<i>Coccothrinax morrisii</i> 7g	100	1,200
5	Cinnamon Bark 7g	95	475
5	Black Ironwood 7g	95	475
12	Little Strongbark 7g	75	900
6	Lignum vitae 7g	150	900
4	Lancewood 7g	75	300
4	Wild Dilly 7g	75	300
4	Seven Year Apple 7g	95	380
4	Marlberry 7g	75	300
5	Pigeon Plum 7g	75	375
5	Crabwood 7g	75	375
36	Horizontal Cocoplum 3g	15	540
30	Coontie 3g	18.50	555
300	Beach Creeper 1g	10	3,000
30	Native grasses 1g	9.50	285
30	Native wildflowers 1g	10	300
40	Pepperomia 1g	9.50	380
<u>Supplemental:</u>			

	Site Prep/Labor		1,200
	Delivery		1,000
60	cy Soil Amendment (<i>Allowance</i>)	75	4,500
250	Bags Mulch (<i>Allowance</i>)	8.50	2,125
	<i>Hand Watering TBD</i>		<i>TBD</i>
Estimated Cost:			\$21,065.00

** Does not include permits and related fees.*

** Avalon Gardens is not responsible for damage to any underground utilities, wires or pipes that have not been marked unless a detailed plan with their locations is provided.*

Client Signature:

Terms of Payment: 50% due prior to beginning of project. Balance due upon completion.
Proposal valid for 30 days.



Council Communication

To: Mayor and Village Council
From: Maria Bagiotti, Founders Park Director
Date: September 9, 2025
SUBJECT: **Resolution Approving an Agreement with Playmore Products and Services for Founders Park Beach Inclusive Playground TAB 4**

Background:

Islamorada, Village of Island, Florida (the "Village") provides park facilities for residents and visitors. Islamorada Founders Park, located at 87000 Overseas Highway, is the center of the Village's Park system, offering sports programs, recreational programs, and facilities for aquatics, golf, soccer, baseball, pickleball, tennis, and basketball. Also in Founders Park is a beautiful beach with tiki huts, barbecue grills, a swim zone, showers, restroom facility and playground area. The current playground features were installed in 2015. The equipment has deteriorated over time due to the weather conditions, salt air and extreme sun.

The Village is aware of the need to provide more inclusive amenities and improve the experience of visitors and residents that have physical limitations or restrictions. The Village is highly motivated to provide an inclusive playground at Founders Park beach. The need for replacement of the playground equipment provides the opportunity for the Village to provide the new inclusive amenity (the "Project").

Through the Village's competitive bidding process, RFP 24-06, the Village received proposals for the Project. The RFP 24-06 evaluation committee made a recommendation for approval of Playmore Recreational Products ("Playmore") to complete the Project. The Village Council adopted resolution No. 24-05-35 on May 7, 2024 approving the selection of Playmore and authorizing the negotiation of an agreement to complete the project following recommendations made through the Founders Park Master Planning process that commenced in July 2024.

At its regular meeting on August 7, 2024, Village Council approved Resolution No. 23-08-72 accepting the Grant Award Agreement, Contract ID#3243 ("The Grant Agreement"), from the Monroe County Tourist Development Council ("TDC") in the amount of \$497,771 for the completion of Founders Park Beach Inclusive Playground during Fiscal Year 24-25.

Due to the Founders Park Master Planning process and timeline, the project was evaluated and postponed to Fiscal Year 25-26. The Village applied for and was granted an extension of the TDC grant award for the completion of the Project no later than September 30, 2026.

Analysis:

Following the conclusion of the Draft Founders Park Master Plan by Miller-Legg and Associates, it was recommended that the project remain within the Founders Park Beach area

and be relocated to the existing footprint of the sand volleyball court. The attached resolution would approve an agreement (Exhibit “1”) with Playmore Recreational Products and Services to provide the materials and services necessary for the design and installation of the inclusive playground at Founders Park Beach. Upon approval of the agreement, staff will work with the contractor to develop the overall design, ensuring it meets the needs of children ages 5–12 and adults with physical limitations, as specified in the project scope.

Budget Impact:

The final design and cost for the Project is not to exceed \$600,000. The adopted FY 2024-2025 budget includes \$600,000.00 in the Capital Project Fund for the Parks and Recreation Capital Project. Those funds were not expended during the current fiscal year due to the timing of initiation of the Project. The final cost for the project will be allocated in the proposed FY 25-26 budget and the cost will be included in the Capital Project Fund for the Parks and Recreation including the TDC grant funding in the amount of \$497,771 to be reimbursed upon Project completion. The Village would utilize Discretionary Sales Surtax in the Capital Project Fund to pay for project costs.

Staff Impact:

The Founders Park Director would act as Project Manager.

Recommendation:

It is recommended that the Village Council adopt the proposed Resolution, thereby, approving the Agreement with Playmore Recreational Products and Services for the design and installation of the Founders Park Beach Inclusive Playground.

- Attachments:**
1. Resolution approving agreement with Playmore for inclusive playground at Founders Park
 2. Agreement Playmore Recreational Products Founders Park Playground Exhibit 1
 3. Playmore Proposal RFP 24-06 Exhibit A

RESOLUTION NO. 25-

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING AN AGREEMENT WITH PLAYMORE RECREATIONAL PRODUCTS AND SERVICES FOR FOUNDERS PARK BEACH INCLUSIVE PLAYGROUND; AUTHORIZING VILLAGE OFFICIALS TO IMPLEMENT THE TERMS AND CONDITIONS OF THE AGREEMENT; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, Islamorada, Village of Islands (the "Village"), offers its residents and tourists a playground at Founders Park that was created for use primarily by young children and families; and

WHEREAS, the current playground features, installed in 2015, have deteriorated over time due to the weather conditions, salt air, and extreme sun; and

WHEREAS, the Village desires to provide more inclusive amenities and improve the experience of visitors and residents that have physical limitations or restrictions and is highly motivated to provide an inclusive playground at Founders Park beach; and

WHEREAS, in April 2024, the Village applied to the Monroe County Tourist Development Council (the "TDC") requesting \$597,000.00 FY 2025 Capital Project funding for certain Founders Park projects; and

WHEREAS, in June 2024, the TDC approved the Village's application for funding in the amount of \$497,771.00, which is available for use on this inclusive playground project; and

WHEREAS, on August 7, 2024, pursuant to Resolution No. 23-08-72¹, the Village approved execution of the grant Award Agreement, Contract ID#3243 (the "Grant Agreement"), which was subsequently executed by all parties; and

¹ / Although the resolution was approved in 2024, the number assigned to it was nonetheless 23-08-72.

WHEREAS, pursuant to an amendment to the Grant Agreement approved by the Village Council of Islamorada ("Village Council"), the deadline for completion of projects under the Grant Agreement is September 30, 2026; and

WHEREAS, pursuant to RFP 24-06, Playmore Recreational Products and Services ("Playmore") was chosen as the first ranked vendor for the design and installation of an inclusive playground for Founders Park Beach; and

WHEREAS, the Village Council desires to approve the Agreement with Playmore attached hereto as Exhibit "1" ("Agreement"); and

WHEREAS, the Village Council finds that approval of the Agreement 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 Amendment.** The Village Council hereby approves the Agreement, a copy of which is attached hereto as Exhibit "1", together with such non-material changes as may be acceptable to the Village Manager and approved as to form a legality by the Village Attorney.

Section 3. **Execution of Agreement.** The Village Manager is authorized to execute the Agreement on behalf of the Village, to execute any other 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 4. **Authorization of Village Officials.** The Village Manager and/or his designee and the Village Attorney are authorized to take all actions necessary to implement the terms and conditions of the Amendment.

Section 5. **Authorization of Funds 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 6. **Effective Date.** This Resolution shall become effective immediately upon its adoption.

Remainder of this page intentionally left blank.

FINAL VOTE AT ADOPTION

VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS

Mayor Sharon Mahoney _____

Vice Mayor Don Horton _____

Councilman Steve Friedman _____

Councilwoman Deb Gillis _____

Councilwoman Anna Richards _____

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

SHARON MAHONEY, MAYOR

ATTEST:

MARNE MCGRATH, VILLAGE CLERK

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

JOHN J. QUICK, VILLAGE ATTORNEY

AGREEMENT

THIS IS AN AGREEMENT, dated the day of , 20__ between:

ISLAMORADA, VILLAGE OF ISLANDS

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

and

Playmore Recreational Products and Services
a Construction Company, authorized to do business in the State of Florida, hereinafter
"**CONTRACTOR**."

CONTRACT NO. _____

WITNESSETH:

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

Article I. PREAMBLE

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

Section 1.01 The VILLAGE is in need of an independent experienced contractor for the design and installation of an inclusive playground at Founders Park Beach (the "Project").

Section 1.02 On February 20, 2024, the VILLAGE issued Request for Proposals No. RFP 24-06 for the Project, including all Exhibits and Addenda (the "RFP").

Section 1.03 On March 22, 2024, the VILLAGE received several proposals including a proposal from CONTRACTOR for completion of the Project as expressed in the RFP.

Section 1.04 The evaluation committee ranked the responsive proposals in accordance with the RFP and determined that CONTRACTOR was the highest ranked, responsive and responsible proposer for the Project.

Section 1.05 On May 7, 2024, the Village Council of Islamorada, Village of Islands (the "Village Council") adopted Resolution No. 24-05-35, awarding the RFP to CONTRACTOR and authorizing the Village to negotiate and execute this Agreement with CONTRACTOR for the Project.

Section 1.06 VILLAGE and CONTRACTOR desire to enter into this Agreement for the completion of the Project in accordance with the RFP which is incorporated herein and as made part of this Agreement as if fully set forth herein and in ARTICLE 2 entitled "SCOPE OF WORK" and on the schedule set forth in ARTICLE 3 entitled "TIME FOR COMPLETION".

Article II. SCOPE OF WORK

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

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

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

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

Article III. TIME FOR COMPLETION

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

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

Section 3.03 VILLAGE and CONTRACTOR recognize that time is of the essence with respect to the completion of the Project and VILLAGE would suffer financial loss if the Project is not completed within the time specified in the timeline for completion set forth in Exhibit "A" as mention above, subject to adjustments of such timeline as approved by the Village as provided in the RFP and Proposal. VILLAGE and CONTRACTOR also recognize the expense and difficulties involved in proving with reasonable certainty the actual loss or damage suffered by VILLAGE if the Project is not completed on time. Accordingly, in lieu of requiring any such proof, VILLAGE and CONTRACTOR agree that, as liquidated damages for delays, or early termination of the Agreement, CONTRACTOR shall pay VILLAGE, in addition to any other damages and/or remedies to which VILLAGE may be entitled, the dollar amount equal to six one hundredths of a percent (0.06%) per day of total Contract Price (as defined below) for each calendar day within the first fifteen (15) days after the final completion date set forth in the timeline where the CONTRACTOR fails to reach final completion in accordance with the RFP and Proposal attached hereto as Exhibit "A" or in the event of early termination of the Agreement, for each calendar day within the first fifteen (15) days from termination to the stated completion date. For each calendar day after the first fifteen days following the final completion date provided in the timeline where the CONTRACTOR fails to reach final completion in accordance with the RFP and Proposal the VILLAGE shall be entitled to the dollar amount equal to one percent (0.1%) per day of total Contract Price until the CONTRACTOR achieves final completion with respect to a delay or in the event of earlier termination of the Agreement, for each calendar day after the first fifteen days from termination to the stated final completion date, the Village shall be entitled to the dollar amount equal to one percent (0.1%) per day of total Contract Price. CONTRACTOR further agrees that the amount of liquidated damages assessed pursuant to this paragraph is reasonable and does not constitute a penalty. Although the parties recognize the difficulty of proving the loss or damage suffered by the VILLAGE due to delay or early termination, the CONTRACTOR acknowledges and agrees that the amount of liquidated damages approximate the loss anticipated at the time of execution of this Agreement.

Article IV. CONTRACT PRICE, GUARANTEES AND WARRANTIES

Section 4.01 The VILLAGE hereby agrees to pay CONTRACTOR for the faithful performance of this Agreement, for work completed in accordance with the Proposal attached hereto as Exhibit "A", and as directed by VILLAGE. Prices for work completed by the CONTRACTOR shall be as reflected in Exhibit "A". A total contract price hereto is referred to as Contract Price and shall not exceed **Six Hundred-Thousand Dollars (\$600,000.00)**.

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

Section 4.03 The CONTRACTOR shall guarantee all portions of the Project against poor workmanship and faulty materials for a period of twelve (12) months after final payment and shall immediately correct any defects which may appear during this period upon notification by VILLAGE.

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

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

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

Article V. CONTRACTOR'S LIABILITY INSURANCE/BOND

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

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

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

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

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

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

- (i) \$1,000,000 Disease, policy limits
- (ii) \$1,000,000 Disease each employee
- (d) Automobile Liability Insurance - \$1,000,000 per occurrence, \$1,000,000 per Accident for bodily injury and \$1,000,000 per accident for property damage; and
- (e) Pollution Liability - \$1,000,000 per Occurrence, \$2,000,000 Aggregate.

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

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

Section 5.08 Bonds. If required by the VILLAGE, prior to performing any portion of the Scope of Work the CONTRACTOR shall deliver to VILLAGE the Bonds required to be provided by CONTRACTOR hereunder (the bonds referenced in this Section are collectively referred to herein as the "Bonds"). Pursuant to and in accordance with Section 255.05, Florida Statutes, the CONTRACTOR shall obtain and thereafter at all times during the performance of the Scope of Work maintain a separate performance bond and labor and material payment bond for the Scope of Work, each in an amount equal to one hundred percent (100%) of the Contract Price and each in the form provided in the Contract Documents or in other form satisfactory to and approved in writing by VILLAGE and executed by a surety of recognized standing with a rating of B plus or better for bonds up to Two Million Dollars. The surety providing such Bonds must be licensed, authorized and admitted to do business in the State of Florida and must be listed in the Federal Register (Dept. of Treasury, Circular 570). The cost of the premiums for such Bonds is included in the Contract Price. If notice of any change affecting the Scope of the Work, the Contract Price, Contract Time or any of the provisions of the Contract Documents is required by the provisions of any bond to be given to a surety, the giving of any such notice shall be CONTRACTOR's sole responsibility, and the amount of each applicable bond shall be adjusted accordingly. If the surety is declared bankrupt or becomes insolvent or its right to do business in Florida is terminated or it ceases to meet applicable law or regulations, the CONTRACTOR shall, within five (5) days of any such event, substitute another bond (or Bonds as applicable) and surety, all of which must be satisfactory to VILLAGE.

Article VI. PROTECTION OF PROPERTY

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

Article VII. CONTRACTOR'S INDEMNIFICATION

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

Section 7.02 The CONTRACTOR agrees to indemnify, defend and hold harmless the VILLAGE, its trustees, elected and appointed officers, agents, servants and employees, from and against any and all claims, demands, or causes of action of whatsoever kind or nature, and the resulting losses, costs, expenses, reasonable attorneys' fees, liabilities, damages, orders, judgments, or decrees, sustained by the VILLAGE or any third party arising out of, or by reason of, or resulting from the CONTRACTOR's negligent acts, errors, or omissions with respect to this Agreement.

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

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

Article VIII. INDEPENDENT CONTRACTOR

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

Article IX. CHANGES TO SCOPE OF WORK AND ADDITIONAL WORK

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

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

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

Article X. TERM AND TERMINATION

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

Section 10.02 This Agreement shall take effect as of the date of execution as shown herein below and continue for such time as is contemplated by the VILLAGE.

Article XI. CONTRACT DOCUMENTS

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

Article XII. MISCELLANEOUS

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

Section 12.02 Assignments. This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by CONTRACTOR without the prior written consent of VILLAGE. For purposes of this Agreement, any change of ownership of CONTRACTOR shall constitute an assignment which requires VILLAGE approval. However, this Agreement shall run to the VILLAGE and its successors and assigns.

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

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

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

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT

THE CUSTODIAN OF PUBLIC RECORDS AT 305-664-6412, Clerk@islamorada.fl.us, or by mail: Village Clerk, 868800 Overseas Highway, Islamorada, FL 33036.

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

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

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

Section 12.08 Scrutinized Companies.

- (a) CONTRACTOR certifies that it and its subconsultants are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if the CONTRACTOR or its subconsultants are found to have submitted a false certification; or if CONTRACTOR, or its subconsultants are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
- (b) If this Agreement is for more than one million dollars, CONTRACTOR certifies that it and its subconsultants are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if CONTRACTOR, its affiliates, or its subconsultants are found to have submitted a false certification; or if CONTRACTOR, its affiliates, or its subconsultants are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

- (c) CONTRACTOR agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.
- (d) As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

Section 12.09 Notice. Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by registered United States mail, with return receipt requested, addressed to the party for whom it is intended and the remaining party, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. For the present, the CONTRACTOR and the VILLAGE designate the following as the respective places for giving of notice:

VILLAGE:	Ron Saunders Village Manager Islamorada, Village of Islands 86800 Overseas Highway Islamorada, Florida 33036
Copy To:	John Quick Village Attorney Islamorada, Village of Islands 86800 Overseas Highway Islamorada, Florida 33036
CONTRACTOR:	Luke Russell Playmore Recreational Products and Services 10271 Deer Run Farms Road, Ste 1 Fort Myers, FL 33966 luker@playmoreonline.com (239) 340-8184

Section 12.10 Foreign Gifts and Contracts.

- (a) Pursuant to section 286.101(3), Florida Statutes, the CONTRACTOR shall disclose in any manner required by section 286.101, Florida Statutes, any current or prior contract with, or grant or gift received from, a Foreign Country of Concern, with a value of \$50,000 or more, received or in force at any time during the previous five years. A "Foreign Country of Concern" shall mean the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolas Maduro, or the Syrian Arab Republic, including any agency of or any other entity under significant control of such country. If the CONTRACTOR fails to make such disclosure it may be liable for a civil violation with a fine of \$5,000 for a first violation or \$10,000 for any subsequent violation. The CONTRACTOR represents and warrants it has complied with Fla. Stat. sec. 286.101, it has properly disclosed to VILLAGE

before submission of its proposal, such interests, contracts, grants, or gifts and it will remain in compliance with Fla. Stat. 286.101 for any duration of any Agreement.

- (b) Further, where the amount of the Agreement is for services costing \$100,000.00 or more, the CONTRACTOR shall disclose any current or prior interest of, any contract with, or any grant or gift received from a country of foreign concern with a value of \$50,000 or more that was received or in force during the previous five (5) years. Definitions, disclosure requirements and exceptions are found in section 268.101, Florida Statutes. The CONTRACTOR represents and warrants that it has complied with section 286.101, Florida Statutes, it has properly disclosed to VILLAGE before submission of its proposal such interests, contracts, grants or gifts, and it will remain in compliance with section 286.101, Florida Statutes for the duration of this Agreement.

Section 12.11 Noncoercive Conduct For Labor. The CONTRACTOR has complied with the requirements of Section 787.06(13), Florida Statutes, by having an officer or other authorized representative of the CONTRACTOR execute the Affidavit attached to the Proposal, which attests, under penalty of perjury, that it does not use coercion for labor or services, as defined in Section 787.06, Florida Statutes.

Section 12.12 Public Entity Crimes. By its execution of this Agreement, the CONTRACTOR acknowledges that it has been informed by VILLAGE of, and is in compliance with, the terms of Section 287.133(2)(a) of the Florida Statutes which read as follows:

"A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or the CONTRACTOR under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list."

Section 12.13 Discriminatory Vendor List. Pursuant to Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or the CONTRACTOR under a contract with any public entity; and may not transact business with any public entity. By execution of this Agreement, the CONTRACTOR represents that it has not been placed on the discriminatory vendor list as provided in Section 287.134, Florida Statutes.

Section 12.14 Federal Provisions. The VILLAGE and CONTRACTOR shall comply with the applicable terms of Exhibit "B" Federal Provisions, which is attached hereto and incorporated herein.

Section 12.15 Binding Authority. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

Section 12.16 Exhibits. Each Exhibit referred to in this Agreement forms an essential part of this Agreement. The exhibits if not physically attached should be treated as part of this Agreement and are incorporated herein by reference.

Section 12.17 Headings. Headings herein are for convenience of reference only and shall not be considered on any interpretation of this Agreement.

Section 12.18 Severability. If any provision of this Agreement or application thereof to any person or situation shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

Section 12.19 Governing Law. This Agreement shall be governed by the laws of the State of Florida with venue lying in Monroe County, Florida.

Section 12.20 Disputes. Any claim, objection, or dispute arising out of the terms of this Agreement shall be litigated in the Sixteenth Judicial Circuit Court in and for Monroe County.

Section 12.21 Extent of Agreement. This Agreement together with Contract Documents and Exhibits, attached hereto, as amended herein above represents the entire and integrated agreement between the VILLAGE and the CONTRACTOR and supersedes all prior negotiations, representations or agreements, either written or oral.

Section 12.22 Waiver. Failure of the VILLAGE to insist upon strict performance of any provision or condition of this Agreement, or to execute any right therein contained, shall not be construed as a waiver or relinquishment for the future of any such provision, condition, or right, but the same shall remain in full force and effect.

[SIGNATURE PAGE TO AGREEMENT]

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

VILLAGE

ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA

By: _____
Ron Saunders, Village Manager

AUTHENTICATION:

Marne McGrath, Village Clerk

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

John J. Quick, Interim Village Attorney

CONTRACTOR

WITNESS:

Print Name:_____

By:_____

Print Name:_____

Title:_____

Date:_____

ATTEST:

SECRETARY

STATE OF FLORIDA)
COUNTY OF _____)

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 20____ (year) by _____ (name of person making the statement) as _____ (title) of _____ (company name), who __ is personally known to me or __ has provided Florida Driver's License as identification.

NOTARY PUBLIC

My Commission Expires:

Exhibit "A"

FORM OF CONTRACTOR'S PROPOSAL

[ATTACH]

EXHIBIT "B"

FEDERAL CONTRACT PROVISIONS

(The following clauses apply to this Agreement to the extent allowed by Florida law)

A. EQUAL EMPLOYMENT OPPORTUNITY CLAUSE (2 CFR §200.326 Appendix II to Part 200 (C)) During the performance of the contract, CONTRACTOR shall comply with the Equal Employment Opportunity Clause (41 CFR 60-1.4(b)):

1. CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. 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, 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. 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. CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONSULTANT, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
3. 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 CONSULTANT's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. 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.
5. 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 for purpose of investigation to ascertain compliance with such rules, regulations, and orders.
6. In the event of the CONSULTANT's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations or orders, this contract

may be canceled, terminated, or suspended in whole or in part and the 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.

7. CONTRACTOR will include the portion of the sentence immediately preceding paragraph 1 and the provisions of paragraph 1 through 7 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The 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 interest of the United States.

B. DAVIS-BACON ACT (2 CFR §200.326 Appendix II to Part 200 (D))

When applicable, CONTRACTOR shall pay wages to laborers and mechanics at a rate not less than those in the attached Davis-Bacon Act Wage Rate Table(s) as made by the Secretary of Labor. CONTRACTOR shall pay wages not less than once per week.

C. COPELAND "ANTI-KICKBACK" ACT (2 CFR §200.326 Appendix II to Part 200 (D))

When applicable, CONTRACTOR shall comply with the Copeland "Anti-Kickback" Act (40

U.S.C. §3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that the CONTRACTOR and CLIENT is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The CLIENT must report all suspected or reported violations to the appropriate Federal agency.

1. CONTRACTOR. The 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.

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

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

D. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (2 CFR §200.326 Appendix II to Part 200 (E)) (40 U.S.C. 3701-3708)

When applicable, Contracts in excess of \$100,000 that involve the employment of mechanics or laborers shall comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each Contractor and its subcontractors shall compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous.

E. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT (2 CFR §200.326 Appendix II to Part 200 (F))

When applicable, if the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

F. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT (2 CFR §200.326 Appendix II to Part 200 (G))

CONTRACTOR shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

G. DEBARMENT AND SUSPENSION (2 CFR §200.326 Appendix II to Part 200 (H))

A contract cannot be awarded to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties

declared ineligible under statutory or regulatory authority other than Executive Order 12549. The Vendor/CONTRACTOR agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Vendor/CONTRACTOR further agrees to include a provision requiring such compliance in its lower tier covered transactions.

H. PROCUREMENT OF RECOVERED MATERIALS (2 CFR §200.322)

CONTRACTOR must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

I. CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS (2 CFR §200.321)

Should the CONTRACTOR subcontract any of the work under this Contract, CONTRACTOR shall take the following affirmative steps: place qualified small and minority businesses and women's business enterprises on solicitation lists; assure that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises; establish delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and use the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce. Their websites and contact information can be found at www.SBA.gov and www.MBDA.gov.

J. ENERGY EFFICIENCY AND CONSERVATION

CONTRACTOR shall comply with the mandatory standards and policies of the Florida Energy Efficiency and Conservation Act issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. § 6201).

K. BYRD ANTI-LOBBYING AMENDMENT (2 CFR §200.326 Appendix II to Part 200 (I))

Vendors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an

employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. If not provided with the bid response, Vendor must complete and submit the Certification Regarding Lobbying Form within three business days of CLIENT's request.

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Portfolio, References
- 2 - Cost Proposal - Bid Forms
- 3 - Timeline
- 4 - Warranty
- 5 - Ability to Obtain Bonds
- 6 - State and Local Authorization to Transact
Business
- 7 - Insurance
- 8 - Site Layout, Renderings, Catalog

1

Cover Letter - Qualifications, Staff,
Portfolio, References

Islamorada, Village of Islands

RE: RFP 24-06 Design and Installation of an Inclusive Playground for Founders Park Beach

Thank you for the opportunity to provide a proposal for this project. Playmore West, Inc., dba Playmore Recreational Products and Services, was established in February, 2000 in the State of Florida. Our main offices are in Fort Myers, and we have local representatives and Project Managers throughout Florida – including one for Monroe County. The entire Playmore team (staff of over 20 people) takes the task of designing and building playgrounds very seriously. The two owners of Playmore have over 50 years combined experience designing and building play structures, and we complete an average of 150 playgrounds per year, over 2,000 total to date. We also hold our own Florida Certified Building Contractors License (CBC1252224), so we are able to provide a complete turnkey project from the design stage through the completed installation.

On this project, Playmore will take a team approach. Utilizing key personnel - a Project Manager, in-house ACAD Designer, General Manager, Vice-President/Owner, President/Owner and Installation Teams - ensures we are designing and proposing the best possible solution for the customer – both cost effective and offering the most play-value.

The Project Manager, Will Farrell, has many successful playground projects completed in the area. He will oversee every aspect of this project from gathering information to order the equipment, all the way through a completed installation. He will work and coordinate with our Installation Teams on site. He is a Certified Playground Safety Inspector.

While many companies must rely on their Manufacturers to provide designs/layouts for their projects, Playmore is utilizing our in-house Designer, Aris Sabino. This allows us to have internal discussions of the project and expedite any changes.

The General Manager, Danny Flesher, has been in the parks and recreation industry for 17 years. He has been excellent at providing support to our Project Managers in the field and acting as a liaison between the Client and Manufacturers.

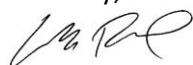
The VP of Sales/Marketing, Luke Russell, is responsible for leading this bid process. With his 27 Years of experience in parks and recreation, he has spent a very large portion of his time involved in contracts, bids, as well as designs working with Landscape Architects.

The President, Ryan Russell, holds our Certified Building Contractor's License. He will be reviewing and signing off on all parts of the construction process. Ryan has 30 years of parks of recreation construction.

After completion, Mary Cyr - dedicated Customer Service Specialist, will assist with any warranty and replacement items in the future.

Please feel free to contact me if you have questions or need additional information regarding this proposal. I can be reached at (239)-791-2400 or luker@playmoreonline.com. We look forward to working closely with you to create these exciting new playgrounds.

Sincerely,



Luke Russell

Vice President / Principal



March 4, 2024

RE: Sole Source Letter

To Whom It May Concern:

This letter is to confirm that Playmore Recreational Products and Services is the exclusive authorized contracted dealer for Playworld in the state of Florida. Furthermore, they are the exclusive agency to design, sell and install our equipment.

If I can be of further assistance, please do not hesitate to contact me directly.

Sincerely,

A handwritten signature in black ink that reads "Kristi M. Teats".

Kristi M. Teats
Customer Service Manager
Playworld
Kristi.Teats@playpower.com
570-522-5447

Portfolio
YMCA Family Center
Hallandale Beach, FL

Portfolio
NW Softball Complex
Cape Coral, FL



Portfolio
Currie Commons Park
Delray Beach, FL





Portfolio
Unity Park
Gainesville, FL

Portfolio
Waterfront Park
Seminole, FL



Portfolio
Paul Sanders Park
Brandon, FL

"My boys love it and it's great to watch them have fun." – David B., Parent & Park Patron

Portfolio
Centennial Park
Fort Myers, FL



Portfolio
Veterans Park
Marco Island, FL



References

Hillsborough County Parks and Recreation
Samantha Phillips
Project Manager
813-853-1016
phillipss@hcfl.gov

Pinellas County Parks and Recreation
Greg Milan
Project Specialist
727-492-2429
gmlan@pinellascounty.gov

CII Contracting
Brendan Sterker, LEED AP BD+C
Construction Manager
813-872-6100
commintinc@aol.com

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Cost Proposal - Bid Forms



ISLAMORADA, VILLAGE OF ISLANDS
Founders Park Beach Inclusive Playground
Bid Tab

Proposer: PLAYMORE WEST, INC
 Option Number (may submit up to three): OPTION 1
 (optional) Design Name or Brief Description: _____

BID ITEM	DESCRIPTION	QUANTITY	UNIT	Unit Cost	Line Cost
Required Bid Items					
1	Mobilization and Demobilization	1		\$	\$
2	Design and Engineered Drawings	1		\$	\$ 4485.00
3	Removal of Existing Playground Equipment	1		\$	\$ 19,500.00
4	Furnish and Install Swings			\$	\$
5	Furnish and Install Play structures			\$	\$ 268,978.00
6	(Optional) Furnish and install sail shades proposed in design			\$	\$ 17,272.00
7	Furnish and Install Poured-in-place Rubber Mulch			\$	\$ 178,500.00
8	Furnish and Install Curb			\$	\$ 27,950.00
9	Furnish and Install Benches			\$	\$ 24,953.00
				Sub-Total	\$ 541,889.00
				Contingency	\$ 20,000.00
				Bid Total	\$ 561,889.00
Additions Items Included in Proposed Design					
1				\$	\$
2				\$	\$
3				\$	\$
4				\$	\$
5				\$	\$
6				\$	\$
7				\$	\$
8				\$	\$
				Sub-Total Adds.	\$

Required Attachments to Bid Tab

1. Scaled site plan
2. Manufacturers literature with pictures of equipment
3. Manufacturers literature with specifications for each item or component of the equipment being proposed
4. Manufacturers literature with proof of required certifications
5. Manufacturer warranties
6. Proof of Manufacturer's Product Liability Insurance
7. Proof of installer factory certification

	ISLAMORADA, VILLAGE OF ISLANDS Founders Park Beach Inclusive Playground Bid Tab	Proposer: <u>PLAYMORE WEST, INC</u> Option Number (may submit up to three): <u>OPTION 2</u> (optional) Design Name or Brief Description: _____			
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BID ITEM	DESCRIPTION	QUANTITY	UNIT	Unit Cost	Line Cost
Required Bid Items					
1	Mobilization and Demobilization	1		\$	\$
2	Design and Engineered Drawings	1		\$	\$ 4,485
3	Removal of Existing Playground Equipment	1		\$	\$ 19,500
4	Furnish and Install Swings			\$	\$
5	Furnish and Install Play structures			\$	\$ 276,593
6	(Optional) Furnish and install sail shades proposed in design			\$	\$ 45,651
7	Furnish and Install Poured-in-place Rubber Mulch			\$	\$ 178,750
8	Furnish and Install Curb			\$	\$ 27,950
9	Furnish and Install Benches			\$	\$ 24,953
				Sub-Total	\$ 577,882
				Contingency	\$ 20,000.00
				Bid Total	\$ 597,882
Additions Items Included in Proposed Design					
1				\$	\$
2				\$	\$
3				\$	\$
4				\$	\$
5				\$	\$
6				\$	\$
7				\$	\$
8				\$	\$
				Sub-Total Adds.	\$

Required Attachments to Bid Tab

1. Scaled site plan
2. Manufacturers literature with pictures of equipment
3. Manufacturers literature with specifications for each item or component of the equipment being proposed
4. Manufacturers literature with proof of required certifications
5. Manufacturer warranties
6. Proof of Manufacturer's Product Liability Insurance
7. Proof of installer factory certification

 ISLAMORADA, VILLAGE OF ISLANDS Founders Park Beach Inclusive Playground Bid Tab		Proposer: <u>PLAYMORE WEST, INC</u> Option Number (may submit up to three): <u>OPTION 3</u> (optional) Design Name or Brief Description: _____			
BID ITEM	DESCRIPTION	QUANTITY	UNIT	Unit Cost	Line Cost
Required Bid Items					
1	Mobilization and Demobilization	1		\$	\$
2	Design and Engineered Drawings	1		\$	\$ 4485
3	Removal of Existing Playground Equipment	1		\$	\$ 19,500
4	Furnish and Install Swings			\$	\$
5	Furnish and Install Play structures			\$	\$ 251,669
6	(Optional) Furnish and install sail shades proposed in design			\$	\$ 39,213
7	Furnish and Install Poured-in-place Rubber Mulch			\$	\$ 178,750
8	Furnish and Install Curb			\$	\$ 27,950
9	Furnish and Install Benches			\$	\$ 24,953
				Sub-Total	\$ 546,520
				Contingency	\$ 20,000.00
				Bid Total	\$ 566,520
Additions Items Included in Proposed Design					
1				\$	\$
2				\$	\$
3				\$	\$
4				\$	\$
5				\$	\$
6				\$	\$
7				\$	\$
8				\$	\$
				Sub-Total Adds.	\$

Required Attachments to Bid Tab

1. Scaled site plan
2. Manufacturers literature with pictures of equipment
3. Manufacturers literature with specifications for each item or component of the equipment being proposed
4. Manufacturers literature with proof of required certifications
5. Manufacturer warranties
6. Proof of Manufacturer's Product Liability Insurance
7. Proof of installer factory certification

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Timeline

Implementation Schedule

From date of fully executed contract, completed design, agreed upon installation location and color selections.

Order Entry	3 Days
Fabrication	90 Days
Permitting, Removal, Disposal, Site Work to be done during fabrication	
Delivery	7 Days
Installation of Playground Equipment	14 Days
Installation of Surfacing	7 Days
Clean Up, Inspection, Sign Off	7 Days
 Total Days	 128 Days

*Permit approval times can vary, this is dependent on the customer's permit department.

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Warranty

Limited Warranty

Playworld Systems, Inc. warrants its products against structural failure due to defects in materials and workmanship for the warranty periods and material categories prescribed below.

1. LIMITED WARRANTY FOR AS LONG AS YOU OWN THE PRODUCT: Steel deck support posts, stainless steel hardware, clamps, deck hangers, post caps, and cast aluminum parts, except as otherwise specified below.

2. LIMITED TWENTY-FIVE (25) YEAR WARRANTY: Spring Mates® aluminum castings.

3. LIMITED FIFTEEN (15) YEAR WARRANTY: Perforated steel decks and stairs, steel rails, stationary weldments, rotationally-molded and sheet plastic components, Playwood recycled plastic lumber, roof panels, and stainless steel slides, except as otherwise specified below.

4. LIMITED TEN (10) YEAR WARRANTY: Fiberglass signage, Fun Centers™, FirstPlay™ play structures, pre-cast PolyFiberCrete® or reinforced concrete products, Timber Stacks™ Robinia timbers and galvanized hardware, non-stainless steel hardware, fabric shade steel frames and Shadesure and Colourshade FR fabrics (Note Exception: Limited Five (5) Year Warranty on fabrics in colors Red, Yellow, Electric Purple, Zesty Lime, Cinnamon, and Olive.)

5. LIMITED FIVE (5) YEAR WARRANTY: Steel reinforced cable net and rope fittings and connections (Note Exception: Warranty does not cover normal wear and tear such as fraying or fading of cable coating), PlaySimple® play structures, DropZone Tower™, LiveWire Zip Line™ (except as otherwise specified below), AeroGlider™, Border Timbers™, wood and polycarbonate panels, PE coating and PVC coating (against cracking and peeling), site amenities (i.e. benches, tables, litter receptacles, and bike racks), GFRP (Glass Fiber Reinforced Polymer) products, accessible swing seats latch and hinge mechanism, and motion/moving play components and parts.

6. LIMITED THREE (3) YEAR WARRANTY: Steel coil and C springs, flat webbing nets (excluding normal wear and tear), electronic panel speakers, sound chips, flex treads, and circuit boards.

7. LIMITED ONE (1) YEAR WARRANTY: NEOS®, electronic based play products, swing chain, swing clevises, swing galvanized attachment hardware, molded rubber bumpers, handholds, swing seats, and any other materials or custom products not covered above, all high wear items such as trolleys, cables, wheels, and bumper stops related to rail and cable ride products. (*For NEOS only, an extended 3-year warranty is available for purchase, providing 4 years of cumulative coverage.)

8. LIMITED SIX (6) MONTHS WARRANTY: PlaySoleil solar powered light.

BUYER'S REMEDY: If any products prove defective or non-conforming under normal use and within the above-prescribed warranty periods and material categories, Buyer must promptly notify Playworld Systems, Inc. in writing at 1000 Buffalo Road, Lewisburg, PA 17837 USA. Playworld may elect to inspect the alleged defect at Buyer's site or at Playworld's facility. Buyer shall not return products to Playworld unless authorized by Playworld to do so. Authorized returns must be properly packaged and shipped prepaid and insured, at Buyer's expense. Upon verification of warranty coverage, Playworld may elect, in its sole discretion, to repair defective or non-conforming products, or replace them by delivering products or parts free of charge to the site. Playworld's limited warranties do not cover the cost of labor to remove defective or non-conforming parts

or to install repaired or replacement parts. By use of these limited warranties, Buyer accepts their terms and limitations, and waives any rights it would otherwise have to claim or assert that such warranties fail of their essential purpose. Buyer agrees that venue for any court action to enforce these limited warranties shall be in Union County in the State of Pennsylvania.

LIMITATIONS: All warranty periods begin on the date of Playworld's invoice. Repaired and/or replacement parts are warranted only for the balance of the original limited warranty period. Warranties extend only to the original Buyer/end user for products purchased from Playworld or a Playworld authorized reseller, and are not transferable.

Warranties apply only to Playworld products that are erected and installed in conformance with Playworld installation instructions, and that are maintained and inspected in conformance with Playworld maintenance and operational instructions.

Warranties specifically do not cover Playworld products:

- for cosmetic damage or flaws occurring under normal use, such as surface scratches, minor chips, hairline cracks, dents, marring, efflorescence, color fade, discoloration, corrosion/rust, fraying, or warping of recycled plastic lumber;
- that have been modified, altered, or repaired by unauthorized third parties;
- that have not been used as designed or intended, or misused;
- to which non-Playworld parts have been added or substituted;
- that have been removed from their original location and re-installed elsewhere;
- for changes in appearance of natural materials over time or cosmetic defects such as checks or splits in timber components;
- or that have been damaged due to excessive wear and tear, vandalism, abnormal use, abuse, negligence, environmental factors (such as wind-blown sand, salt spray, or airborne emissions from industrial sources), extreme weather (such as hail, flooding, lightning, tornados, sandstorms, earthquakes, or wind storms), and acts of God.

Playworld does not warrant that any particular color will be available for any specific period of time, and reserves the right, in its sole discretion, to discontinue any color for any reason.

THE FOREGOING LIMITED WARRANTY IS THE SOLE AND EXCLUSIVE WARRANTY FOR SELLER'S PRODUCTS, AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, IN LAW OR IN FACT. SELLER SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE OR PURPOSE, AND ANY IMPLIED WARRANTIES ARISING OUT OF COURSE OF DEALING OR PERFORMANCE OR TRADE USAGE. SELLER SHALL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES, OR ANY LOSS OF REVENUE, PROFIT, OR USE ARISING OUT OF A BREACH OF THIS WARRANTY OR IN CONNECTION WITH THE SALE, INSTALLATION, MAINTENANCE, USE, OPERATION, OR REPAIR OF ANY PRODUCT. IN NO EVENT WILL SELLER BE LIABLE FOR ANY AMOUNT GREATER THAN THE PURCHASE PRICE OF A DEFECTIVE PRODUCT. OF ANY PRODUCT. IN NO EVENT WILL SELLER BE LIABLE FOR ANY AMOUNT GREATER THAN THE PURCHASE PRICE OF A DEFECTIVE PRODUCT.

Playworld Systems, Inc. continually improves play equipment to better serve our customers and therefore reserves the right to change the design specifications without notice.

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Ability to Obtain Bonds



6/6/2023

Playmore Recreational Products & Services
10271 Deer Run Farms Rd., Suite 1
Fort Myers, FL 33966

Re: SURETY LETTER

To Whom it May Concern:

We are providing this information at the request of Playmore Recreational Products & Services. Sompo International Insurance has a surety relationship with Playmore Recreational Products & Services and is prepared to support Playmore Recreational Products & Services on projects with a single limit of \$1,000,000 and extend aggregate surety credit valued at \$15 million.

We are confident in this principal's ability to perform, and we recommend them for your favorable consideration. Sompo International Insurance is rated A- by A.M. Best.

Please note that the decision to issue any performance and payment bonds for the above mentioned client is a matter between Playmore Recreational Products & Services and Sompo International Insurance and will be subject to our standard underwriting at the time of the bond request, this includes the review of the bond form, contract terms and our other normal underwriting criteria. We assume no liability to third parties or to you if for any reason we do not execute said bonds.

If you have any questions or need any additional information, please do not hesitate to contact me.

Sompo International Insurance

A handwritten signature in blue ink that reads 'Jennifer Williams'.

Jennifer Williams, Attorney-In-Fact

Aon Risk Services Central, Inc., Aon Construction Services Group

Agent Contact Information:

Eric D. Sauer | Surety

Aon Construction Services Group

4220 Duncan Avenue, Suite 401 | St. Louis, MO 63110

t: +1.314.854.0748 | m: +1.314.283.5769 | f: +1.314.719.5126

eric.sauer@aon.com | aon.com

KNOW ALL BY THESE PRESENTS, that **Endurance Assurance Corporation**, a Delaware corporation ("EAC"), **Endurance American Insurance Company**, a Delaware corporation ("EAIC"), **Lexon Insurance Company**, a Texas corporation ("LIC"), and/or **Bond Safeguard Insurance Company**, a South Dakota corporation ("BSIC"), each, a "Company" and collectively, "**Sompo International**," do hereby constitute and appoint: **Susan A. Welsh, Sandra M. Winsted, Christina L. Sandoval, Judith A. Lucky-Eftimov, Aerie Walton, Derek J. Elston, Jennifer Williams, Salena Wood, Eric Sauer, Bartlomiej Siepierski, Barbara Pannier, Rachel Fore, Kristin L. Hannigan, Samantha Chierici, Corinne Chapman, Jean Torres, Roger Paraison, Nicholas Kertesz, Dartonya Wright, Tara A. Reimer, Richard Casa** as true and lawful Attorney(s)-In-Fact to make, execute, seal, and deliver for, and on its behalf as surety or co-surety; bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking so made, executed and delivered shall obligate the Company for any portion of the penal sum thereof in excess of the sum of **One Hundred Million Dollars (\$100,000,000.00)**

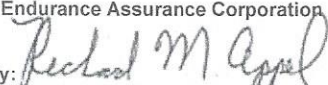
Such bonds and undertakings for said purposes, when duly executed by said attorney(s)-in-fact, shall be binding upon the Company as fully and to the same extent as if signed by the President of the Company under its corporate seal attested by its Corporate Secretary.

This appointment is made under and by authority of certain resolutions adopted by the board of directors of each Company by unanimous written consent effective the 30th day of March, 2023 for BSIC and LIC and the 17th day of May, 2023 for EAC and EAIC, a copy of which appears below under the heading entitled "Certificate".

This Power of Attorney is signed and sealed by facsimile under and by authority of the following resolution adopted by the board of directors of each Company by unanimous written consent effective the 30th day of March, 2023 for BSIC and LIC and the 17th day of May, 2023 for EAC and EAIC and said resolution has not since been revoked, amended or repealed:

RESOLVED, that the signature of an individual named above and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signature or seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

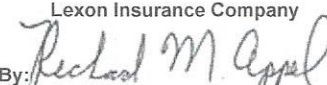
IN WITNESS WHEREOF, each Company has caused this instrument to be signed by the following officers, and its corporate seal to be affixed this 25th day of May, 2023.

Endurance Assurance Corporation
By: 
Richard Appel; SVP & Senior Counsel



Endurance American Insurance Company
By: 
Richard Appel; SVP & Senior Counsel



Lexon Insurance Company
By: 
Richard Appel; SVP & Senior Counsel

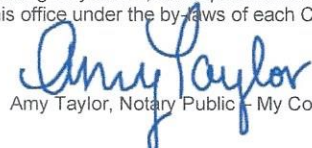


Bond Safeguard Insurance Company
By: 
Richard Appel; SVP & Senior Counsel



ACKNOWLEDGEMENT

On this 25th day of May, 2023, before me, personally came the above signatories known to me, who being duly sworn, did depose and say that he/she is an officer of each of the Companies; and that he executed said instrument on behalf of each Company by authority of his office under the by-laws of each Company.

By: 
Amy Taylor, Notary Public - My Commission Expires 3/9/27



CERTIFICATE

I, the undersigned Officer of each Company, DO HEREBY CERTIFY that:

1. That the original power of attorney of which the foregoing is a copy was duly executed on behalf of each Company and has not since been revoked, amended or modified; that the undersigned has compared the foregoing copy thereof with the original power of attorney, and that the same is a true and correct copy of the original power of attorney and of the whole thereof;
2. The following are resolutions which were adopted by the board of directors of each Company by unanimous written consent effective 30th day of March, 2023 for BSIC and LIC and the 17th day of May, 2023 for EAC and EAIC and said resolutions have not since been revoked, amended or modified:

"RESOLVED, that each of the individuals named below is authorized to make, execute, seal and deliver for and on behalf of the Company any and all bonds, undertakings or obligations in surety or co-surety with others: **RICHARD M. APPEL, MATTHEW E. CURAN, MARGARET HYLAND, SHARON L. SIMS, CHRISTOPHER L. SPARRO,**

and be it further

RESOLVED, that each of the individuals named above is authorized to appoint attorneys-in-fact for the purpose of making, executing, sealing and delivering bonds, undertakings or obligations in surety or co-surety for and on behalf of the Company."

3. The undersigned further certifies that the above resolutions are true and correct copies of the resolutions as so recorded and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal this 6th day of June, 2023.

By: 
Daniel S. Lurie, Secretary

NOTICE: U. S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL (OFAC)

No coverage is provided by this Notice nor can it be construed to replace any provisions of any surety bond or other surety coverage provided. This Notice provides information concerning possible impact on your surety coverage due to directives issued by OFAC. **Please read this Notice carefully.**

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous foreign agents, front organizations, terrorists, terrorist organizations, and narcotics traffickers as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's website - <https://www.treasury.gov/resource-center/sanctions/SDN-List>.

In accordance with OFAC regulations, if it is determined that you or any other person or entity claiming the benefits of any coverage has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, any coverage will be considered a blocked or frozen contract and all provisions of any coverage provided are immediately subject to OFAC. When a surety bond or other form of surety coverage is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments may also apply.

Any reproductions are void.

Surety Claims Submission: LexonClaimAdministration@sompo-intl.com

Telephone: 615-553-9500 Mailing Address: Sompo International; 12890 Lebanon Road; Mount Juliet, TN 37122-2870

6

State and Local Authorization to Transact Business



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE BUILDING CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

RUSSELL, RYAN JAMES

PLAYMORE RECREATIONAL PRODUCTS AND SERVICES
10271 DEER RUN FARMS RD - STE 1
FORT MYERS FL 33966

LICENSE NUMBER: CBC1252224

EXPIRATION DATE: AUGUST 31, 2024

Always verify licenses online at [MyFloridaLicense.com](https://myfloridalicense.com)



Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.



The City of Fort Myers, Florida
Community Development Department
1825 Hendry Street, #101
Fort Myers, Florida 33901
Telephone: 239-321-7990

FINANCIAL, CONSULTING & BUSINESS

EFFECTIVE 10/01/2023 - EXPIRING 09/30/2024

**PLAYMORE WEST INC
10271 DEER RUN FARMS RD #1 RD
FT MYERS, FL 33966**

Business Tax #: BUS2006-50155

Dear Business Owner,

The City of Fort Myers wish you success with your business. The Business Tax Receipt below is valid from 10/01/2023 until 09/30/2024.

Annual renewal notices are mailed in July to the address of record at that time. If you need to change the business name, mailing address, contact data, location and/or closing the business, please contact our office:

CDD/Business Tax
1825 Hendry Street
Suite 101
Fort Myers, FL 33901
(239) 321-7990

Description: ADMINISTRATOR (Business Administrator) (0006)



**CITY OF FORT MYERS FLORIDA
Business Tax Receipt**

Effective 10/01/2023 - Expiring 09/30/2024

**10271 DEER RUN FARMS RD 1
PLAYMORE RECREATIONAL
Business Tax #: BUS2006-50155**

Is hereby registered* business, profession, or occupation of:

(6) Administrator

ALCOHOL SALES PERMITTED:

HOMEBASED:No

Owner: PLAYMORE WEST INC, 10271 DEER RUN FARMS RD #1 RD, FT MYERS, FL 33966

POST THIS RECEIPT IN A CONSPICUOUS PLACE AT YOUR BUSINESS LOCATION

***Any violation of applicable chapter of the City Code of Ordinances may cancel this receipt**

2023-2024
LEE COUNTY LOCAL BUSINESS TAX RECEIPT

Account Number: 1001057
Receipt Number: 0003596
State License Number:

Location:
10271 DEER RUN FARMS RD STE 1
FT MYERS, FL 33966

PLAYMORE RECREATIONAL PRODUCTS & SERVICE
PLAYMORE WEST INC
10271 DEER RUN FARMS RD STE 1
FT MYERS, FL 33966

Account Expires: September 30, 2024

May engage in the business of:

DISTRIBUTOR / MOBILE SALES

THIS LOCAL BUSINESS TAX RECEIPT IS NON REGULATORY

Payment Information:

PAID INT-00-01364452

07/25/2023

\$ 50.00

7

Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
03/21/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Services Central, Inc. St. Louis MO Office 4220 Duncan Avenue Suite 401 St Louis MO 63110 USA	CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105 E-MAIL ADDRESS:														
INSURED PLAYWORLD SYSTEMS, INCORPORATED 1000 BUFFALO ROAD Lewisburg PA 17837 USA	<table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A: James River Insurance Company</td><td>12203</td></tr><tr><td>INSURER B: Great American Risk Solutions SL Ins Co.</td><td>35351</td></tr><tr><td>INSURER C: Pennsylvania Manufacturers' Assoc Ins Co</td><td>12262</td></tr><tr><td>INSURER D: Allied world Assurance Company (US) Inc</td><td>19489</td></tr><tr><td>INSURER E: Columbia Casualty Company</td><td>31127</td></tr><tr><td>INSURER F:</td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: James River Insurance Company	12203	INSURER B: Great American Risk Solutions SL Ins Co.	35351	INSURER C: Pennsylvania Manufacturers' Assoc Ins Co	12262	INSURER D: Allied world Assurance Company (US) Inc	19489	INSURER E: Columbia Casualty Company	31127	INSURER F:	
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INSURER D: Allied world Assurance Company (US) Inc	19489														
INSURER E: Columbia Casualty Company	31127														
INSURER F:															

COVERAGES **CERTIFICATE NUMBER:** 570104476298 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS.

Limits shown as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☒ LOC OTHER:			000959654 SIR applies per policy terms & conditions	10/01/2023	10/01/2024	EACH OCCURRENCE	\$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$300,000
							MED EXP (Any one person)	\$10,000
							PERSONAL & ADV INJURY	\$1,000,000
							GENERAL AGGREGATE	\$2,000,000
							PRODUCTS - COMP/OP AGG	\$2,000,000
C	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			152300 0652321B CA 152300 0652321A AOS	10/01/2023	10/01/2024	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
					10/01/2023	10/01/2024	BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
D	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$10,000			03140086	10/01/2023	10/01/2024	EACH OCCURRENCE	\$5,000,000
							AGGREGATE	\$5,000,000
C	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N N N/A			2023750652321	10/01/2023	10/01/2024	☒ PER STATUTE ☐ OTHER	
							E.L. EACH ACCIDENT	\$1,000,000
							E.L. DISEASE-EA EMPLOYEE	\$1,000,000
							E.L. DISEASE-POLICY LIMIT	\$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Evidence of Insurance.

CERTIFICATE HOLDER

CANCELLATION

Playworld Systems, Incorporated 1000 Buffalo Road Lewisburg PA 17837 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Aon Risk Services Central, Inc.</i>



**ADDITIONAL REMARKS**

FORM NUMBER: ACORD 25 **FORM TITLE:** Certificate of Liability Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/18/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Carlock & Associates Insurance, Inc. 2002 Del Prado Boulevard S Ste #200 Cape Coral, FL 33990		CONTACT NAME: KEITH ROSSELL PHONE (A/C, No, Ext): (239) 549-0221 E-MAIL ADDRESS: keith@carlockinsurance.com FAX (A/C, No): (239) 549-6098	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: AUTO-OWNERS INSURANCE COMPANY	
		NAIC # 18988	
INSURED PLAYMORE WEST INC DBA PLAYMORE RECREATIONAL PRODUCTS & SERVICES CBC1252224 10271 DEER RUN FARMS ROAD SUITE #1 FORT MYERS, FL 33966-1078		INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Fa occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
A	☒ AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	x	x	4687381400	07/16/23	07/16/24	COMBINED SINGLE LIMIT (Fa accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A	X	A106-600-557	07/16/23	07/16/24 X PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

<DMM>



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/14/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS **WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Cooper Insurance Service, Inc. PO Box 638 904 N Main Street Lapel IN 46051	CONTACT NAME: Bill Hodgkins PHONE (A/C, No, Ext): 765-534-3152 E-MAIL ADDRESS: billh@cooperindiana.com	FAX (A/C, No): 888-262-9217
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : Cincinnati Specialty Un Ins Co		13037
INSURER B : Evanston Insurance Company		35378
INSURER C :		
INSURER D :		
INSURER E :		
INSURER F :		

COVERAGES**CERTIFICATE NUMBER:** 998468305**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:			CSU0143119	12/14/2023	12/14/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☐ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$ \$0			EZXS3140088	12/14/2023	12/14/2024	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N ☐	N / A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

For Illustrative Purposes Only

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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8

Site Layout, Renderings, Catalog



Founders Park Opt 1 at Islamorada

PLAYMORE
Recreational
Products & Services

Equipment Manufacturer

 **PLAYWORLD**
The world needs play.®



Founders Park Opt 1 at Islamorada

PLAYMORE
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Products & Services

Equipment Manufacturer

 **PLAYWORLD**
The world needs play.®



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Founders Park Opt 2 at Islamorada

PLAYMORE
Recreational
Products & Services

Equipment Manufacturer

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Founders Park Opt 2 at Islamorada

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Equipment Manufacturer

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The world needs play.®



Founders Park Opt 2 at Islamorada

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Products & Services

Equipment Manufacturer

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The world needs play.®



Founders Park Opt 3 at Islamorada

PLAYMORE
Recreational
Products & Services

Equipment Manufacturer

 **PLAYWORLD**
The world needs play.®



Founders Park Opt 3 at Islamorada

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Products & Services

Equipment Manufacturer

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The world needs play.®



Council Communication

To: Mayor and Village Council
From: Vince Tarves, IT Director
Date: September 9, 2025
SUBJECT: **Resolution Authorizing Additional Not-to-Exceed \$5,000 for Repairs and Maintenance of Surveillance Camera System and Network – Monifi Technology Group TAB 5**

Background:

On May 7, 2024, the Village Council approved Resolution 24-05-34 authorizing the Surveillance Camera System Project for several Village-owned properties, including the Administrative Center, Plantation Yacht Harbor Marina, Ron Levy Aquatic Center, and Public Works area. Following a competitive Request for Proposals (RFP), the project was awarded to Monifi Technology Group LLC at a total approved cost of \$50,075.00.

This project was designed to replace aging and disjointed systems with a unified, centralized surveillance camera system capable of expansion and adaptable to future infrastructure needs.

On February 11, 2025, the Village Council approved Resolution 25-02-11 to expand the surveillance system to the six Wastewater Stations in Islamorada.

Following implementation, staff identified a critical need to ensure ongoing repairs and maintenance of both the cameras and the supporting network, including at the Wastewater Stations. These facilities have experienced security issues, including theft of more than \$20,000 in equipment, underscoring the importance of a reliable and well-maintained surveillance system to protect Village infrastructure.

The IT Department has also utilized Monifi Technology Group LLC for network cabling projects as needed. Monifi's cumulative work for the current fiscal year has now exceeded the \$25,000 threshold authorized under the Village Manager's purchasing authority, requiring additional approval by the Village Council.

Looking ahead, the FY 2025–2026 budget includes a proposed contract with Monifi Technology Group LLC for ongoing maintenance services.

Analysis:

Surveillance information is confidential and exempt pursuant to section 119.071(3)(a), Fla. Stat.; see also Cent. Fla. Reg'l Transp. Auth. v. Post-Newsweek Stations, Orlando, Inc., 157 So. 3d 401 (Fla. 5th DCA 2015). Accordingly, specific information regarding the surveillance system, network, and locations will be provided in individual Councilmember briefings.

Budget Impact:

Fire Rescue – Professional Services (FY 2024–2025): \$1,500.00 for camera repair.

IT & Communications – Professional Services (FY 2024–2025): \$3500 for associated network

cabling and point-to-point antenna installation.

Staff Impact:

The IT Department will oversee and coordinate the projects to ensure proper installation and functionality.

Recommendation:

Staff recommends that the Village Council adopt the attached resolution authorizing an additional not-to-exceed \$5,000 with Monifi Technology Group LLC for repairs and maintenance of the surveillance camera system and network. Since Monifi Technology Group LLC was originally selected through a competitive Request for Proposals (RFP) process, staff further recommends that the Village Council waive the requirement for additional competitive bidding for this scope of work, as it is in the best interest of the Village to maintain continuity with the vendor already responsible for the system's design, installation, and expansion.

Attachments: 1. 2025-xxx-MonifiReso_Final

RESOLUTION NO. 25-07-xxx

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, AUTHORIZING AN ADDITIONAL NOT-TO-EXCEED AMOUNT OF \$5,000.00 FOR REPAIRS AND MAINTENANCE OF THE SURVEILLANCE CAMERA SYSTEM AND NETWORK WITH MONIFI TECHNOLOGY GROUP LLC; PROVIDING FOR WAIVER OF COMPETITIVE BIDDING; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, On May 7, 2024, the Village Council approved Resolution 24-05-34 awarding the Surveillance Camera System Project to Monifi Technology Group LLC following a competitive Request for Proposals (RFP) at a total cost of \$50,075.00, which included installation at the Administrative Center, Plantation Yacht Harbor Marina, Ron Levy Aquatic Center, and Public Works area; and

WHEREAS, This project was designed to replace aging and disjointed systems with a unified and centralized surveillance camera system capable of expansion and adaptability to future infrastructure needs; and

WHEREAS, On February 11, 2025, the Village Council approved Resolution 25-02-11 expanding the surveillance camera system to the six Wastewater Stations in Islamorada, bringing the total project cost in Fiscal Year 2024–2025 to \$75,745.00; and

WHEREAS, Staff has identified a critical need for ongoing repairs and maintenance of the surveillance camera system and associated network infrastructure, including work at Fire Rescue Stations 19 and 20 and at Founders Park to support Parks and Recreation Point-of-Sale (POS) operations; and

WHEREAS, Monifi Technology Group LLC has performed additional network cabling and surveillance system work for the Village during the current fiscal year, and cumulative expenditures

have exceeded the \$25,000.00 threshold authorized under the Village Manager's purchasing authority; and

WHEREAS, Monifi Technology Group LLC was originally selected through a competitive RFP process and has since provided continuity of service in designing, installing, and maintaining the surveillance system, and it is in the best interest of the Village to waive additional competitive bidding requirements for this scope of work; and

WHEREAS, Staff recommends authorizing an additional not-to-exceed amount of \$5,000.00 to Monifi Technology Group LLC for repairs and maintenance of the surveillance camera system and network.

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 authorizes an additional not-to-exceed amount of \$5,000.00 for repairs and maintenance of the surveillance camera system and network with Monifi Technology Group LLC.

Section 3. Authorization of Village Officials. 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. Execution of Documents. The Village Council hereby waives the requirement for additional competitive bidding for this scope of work, as Monifi Technology Group

LLC was originally selected through a competitive RFP process and is uniquely positioned to continue providing these services.

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 Monifi Technology Group for camera repairs and network installation.

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

Remainder of this page intentionally left blank.

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: Ron Saunders, Village Manager
Date: September 9, 2025
SUBJECT: **Resolution Approving Addendum to Island Disposal Contractual Services Agreement TAB 6**

Background:

Island Disposal Company (the "Island Disposal") and Islamorada Village of Islands (the "Village") entered into a certain Contractual Services Agreement for Solid Waste, Yard Waste and Recycling Collection and Disposal Services (the "Agreement") effective January 1, 2024. Island Disposal requested that the Village modify the performance bond amount in the Agreement to reduce it from \$1,000,000 to \$500,000.

Analysis:

The proposed resolution would approve an addendum reducing the performance bond amount to \$500,000. It would also require Island Disposal to execute a noncoercion affidavit, which is a requirement of Florida law effective July 1, 2024.

Budget Impact:

N/A

Staff Impact:

N/A

Recommendation:

Staff recommends approval of the proposed resolution.

Attachments:

1. 07282025_Island Disposal Bond Change Request
2. 4BT1942-Resolution approving addendum to Island Disposal agreement re performance bond
3. Exhibit 1 - Addendum to Solid Waste Agreement with Island Disposal



07/28/25

Ron Sanders
Village Manager of Islamorada
86800 Overseas Hwy
Islamorada, Fl. 33036

Dear Ron Sanders,

Subject: Request for Reduction in Performance Bond Requirement

I am writing to respectfully request a reconsideration and potential reduction of the performance bond requirement associated with the contract for Residential and Commercial Solid Waste, Yard Waste and Recycling Collection and Disposal Services with the Village of Islamorada.

After a thorough review of surrounding municipalities, we have found that performance bond requirements in comparable nearby towns, are substantially lower than those currently set by the Village of Islamorada. For example, the city of Marathon, requires a \$500,000 bond as compared to our contract requirements of \$1,000,000.

Given the strong track record of our company and our commitment to meeting all Municipal standards and deadlines, we respectfully ask the Village to consider adjusting the bond amount to a level more in line with regional norms.

We believe this adjustment would not only benefit our current contract, but also foster a more development friendly environment within the Village, aligning with broader goals for economic growth and community improvement.

We are happy to provide supporting documentation or meet to discuss this request further at your convenience. Thank you for your time and consideration.

Sincerely,

A handwritten signature in blue ink, appearing to read "Brian Lindback".

Brian Lindback
President

RESOLUTION NO.

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA APPROVING ADDENDUM TO CONTRACTUAL SERVICES AGREEMENT FOR SOLID WASTE, YARD WASTE AND RECYCLING COLLECTION AND DISPOSAL SERVICES WITH ISLAND DISPOSAL COMPANY; AUTHORIZING VILLAGE MANAGER AND VILLAGE ATTORNEY TO EXECUTE THE ADDENDUM; AUTHORIZING THE VILLAGE MANAGER TO IMPLEMENT THE TERMS AND CONDITIONS OF THE ADDENDUM; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, Island Disposal Company (the "Contractor") and Islamorada, Village of Islands (the "Village") entered into a certain Contractual Services Agreement for Solid Waste, Yard Waste and Recycling Collection and Disposal Services (the "Agreement") effective January 1, 2024; and

WHEREAS, the parties desire to enter into the Addendum to the Agreement (the "Addendum") to modify the performance bonds requirements, which is attached hereto as Exhibit "1"; and

WHEREAS, the Village Council finds that approval of the Addendum 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 Addendum. The Village Council of Islamorada, Village of Islands, hereby approves the (a) reduction in the performance bond amounts as set forth in the Addendum; and (b) provision requiring execution of the now statutorily required noncoercion affidavit, attached hereto as Exhibit 1.

Section 3. **Authorization of Village Officials.** The Village Manager and/or his designee and the Village Attorney are authorized to execute and deliver the Addendum in substantially the same form as set forth in Exhibit 1 hereto.

Section 4. **Authorization of Implementation.** The Village Manager is authorized to implement the terms and conditions of the Addendum to the Agreement.

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

Remainder of this page intentionally left blank.

FINAL VOTE AT ADOPTION

VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS

Mayor Sharon Mahoney _____

Vice Mayor Don Horton _____

Councilman Steve Friedman _____

Councilwoman Deb Gillis _____

Councilwoman Anna Richards _____

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

SHARON MAHONEY, MAYOR

ATTEST:

MARNE MCGRATH, VILLAGE CLERK

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

JOHN J. QUICK, VILLAGE ATTORNEY

ADDENDUM TO

CONTRACTUAL SERVICES AGREEMENT
FOR

RESIDENTIAL AND COMMERCIAL SOLID WASTE, YARD WASTE AND RECYCLING
COLLECTION AND DISPOSAL SERVICES

BETWEEN

ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA

AND

ISLAND DISPOSAL COMPANY

This is an addendum to the certain Contractual Services Agreement for Residential and Commercial Solid Waste, Yard Waste and Recycling Collection and Disposal Services (the “Agreement”) is made and entered into as of July 6, 2023, by and between Island Disposal Company, a Florida Corporation (“CONTRACTOR”), and Islamorada, Village of Islands, Florida (the “VILLAGE”).

WHEREAS, the Contractor has requested the Village for a reduction in the amount of its required performance bond; and

WHEREAS, the Village has determined that it is in the best interest of the Village to allow for such reduction in amount.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is mutually acknowledged, it is agreed that:

1. The Performance Bond in the amount of \$1,000,000.00 as required by Section 20.1 of the Agreement is hereby authorized to be reduced to the amount of \$500,000.00.
2. The CONTRACTOR has complied with the requirements of Section 787.06(13), Florida Statutes, by having an officer or other authorized representative of the CONTRACTOR execute the Affidavit attached hereto as exhibit “A”, which attests, under penalty of perjury, that it does not use coercion for labor or services, as defined in Section 787.06, Florida Statutes

IN WITNESS WHEREOF, and intending to be legally bound, the parties hereto subscribe their names to this instrument as of the ____ day of September 2025.

VILLAGE:
Islamorada, Village of Islands
86800 Overseas Highway
Islamorada, FL 33036

By: _____

Village Manager

ATTEST

Village Clerk

APPROVED AS TO LEGAL SUFFICIENCY

Village Attorney

Witnesses:

Print Name: _____

Print Name: _____

CONTRACTOR:

ISLAND DISPOSAL COMPANY

By: _____

Print Name: _____

Title: _____

Exhibit “A”

Affidavit Attesting to Noncoercive Conduct for Labor or Services

As a nongovernmental entity executing, renewing, or extending a contract with a government entity, Contractor is required to provide an affidavit under penalty of perjury attesting that Contractor does not use coercion for labor or services in accordance with Section 787.06(13), Florida Statutes.

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

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

As an officer or other authorized representative of the Contractor authorized to sign on behalf of Contractor, I certify that Contractor does not use coercion for labor or services in accordance with Section 787.06.

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

By: _____

Name: _____

Title: _____

COUNTY OF _____) ss.:
_____)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this__ day of_____, 2025, by _____ (name of _____ person acknowledging) as _____ (type of authority e.g. officer, trustee, attorney in fact) for _____.

Notary Public

State of Florida at Large

My Commission Expires:

My Commission Number:



Council Communication

To: Mayor and Village Council
From: Anne Onsgard
Date: September 9, 2025
SUBJECT: **Resolution Approving Purchases for Fiscal Year 2024-2025 in an Amount Not To Exceed \$40,000.00 Under the Services Agreement Between RECTRAC, LLC D/B/A Vermont Systems TAB 7**

Background:

The Parks & Recreation Department identified the need for Recreation Software for Founders Park. The software will provide improved, streamlined, and automated processes for the management of payments, programming, and facility rentals. This software will significantly enhance the efficiency of park operations.

Village Council approved funding for the software in the FY 2024-2025 annual budget (Capital Outlay Account) with an allocation of \$40,000 for this purchase. Representatives from Parks & Recreation, IT, and Finance participated in several software demonstrations to ensure the selected product aligns with departmental needs.

In accordance with the Village's purchasing policies, three quotes were solicited from the following tech companies:

Company	One-Time Fee (software, training on-site, etc.)	Recurring / Annual Subscription Service Fees
Tyler Technologies – Parks & Rec Module	\$24,050.00	\$1,805.00
Vermont Systems – RecTrac	\$22,458.00	\$11,958.00
Community Pass – Recreation Management	\$12,550.00	\$9,050.00

Staff selected Vermont Systems as the best-fit software for Founders Park and the Village of Islamorada, citing its superior customization, user-friendliness, support, and reporting capabilities. It also integrates seamlessly with Tyler Incode (the Village's existing accounting software) for automated accounting, manages credit card fees efficiently, and meets all compliance standards for security and cloud hosting.

Analysis:

Following review by the Village's legal counsel, on February 27, 2025, the Services Agreement between RECTRAC, LLC d/b/a Vermont Systems and Islamorada, Village of Islands, attached hereto as Exhibit "A", was executed as authorized by Acting Village Manager Shiela Denoncourt approving an expenditure in the amount \$22,458.00 including software

application, implementation and training services.

Following approval and initial implementation of this project, staff identified critical hardware requirements and network upgrades for the cashiering stations located in the Founders Park Office and Gate Entrance facilities, as well as for mobile/remote concession areas for special events. The additional purchase amount of \$10,604.00 for the compatible hardware, which includes credit card processors, monitors, tablet, cashier drawers, receipt printers, barcode scanners and preprinted membership key fobs, exceeds the purchase amount authorized through a single vendor per the Village's purchasing policies.

Budget Impact:

Exhibit "A" includes the initial purchase amount of \$22,458.00 including annual subscription fees indicated within the executed 3-year Services Agreement. The quote provided for required hardware in the amount of \$10,604.00 is attached as Exhibit "B". The proposed Resolution would authorize the purchase from RECTRAC, LLC for an amount not to exceed \$40,000 for the project.

The system requirements would be expended to the Capital Outlay expenditure account for the Parks & Recreation Department in the General Fund. The FY 2024-2025 adopted budget for this account includes the \$40,000 requested.

Staff Impact:

No changes in staffing would result from the approval of the Resolution to authorize the purchase from Vermont Systems - RECTRAC, LLC. Founders Park Assistant Director will continue to oversee the project and coordinate with IT staff for technical assistance with implementation.

Recommendation:

It is recommended that the Village Council adopt the Resolution thereby approving the purchase from Vermont Systems - RECTRAC, LLC not to exceed \$40,000.

- Attachments:**
1. 4BT6330-Resolution Approving additional purchases Under Vermont Systems Agreement
 2. Vermont Systems Signed Service Agreement 2-27-25
 3. VSI Quote 19478 Hardware Updated 2025

RESOLUTION NO.

**A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA,
VILLAGE OF ISLANDS, FLORIDA APPROVING PURCHASES FOR
FISCAL YEAR 2024-2025 IN AN AMOUNT NOT TO EXCEED
\$40,000.00 UNDER THE SERVICES AGREEMENT BETWEEN
RECTRAC, LLC D/B/A VERMONT SYSTEMS; AUTHORIZING
VILLAGE MANAGER AND VILLAGE ATTORNEY TO
EXECUTE AND DELIVER SUCH DOCUMENTS AS
REQUIRED; AND PROVIDING FOR AN EFFECTIVE DATE**

WHEREAS, on February 27, 2025, the Services Agreement between RECTRAC, LLC d/b/a Vermont Systems ("Contractor") and Islamorada, Village of Islands, (the "Services Agreement") attached hereto as Exhibit "A", was executed as authorized by Acting Village Manager approving an expenditure in the amount \$22,458.00 including software application, implementation and training services; and

WHEREAS, following initial implementation of this project, staff identified critical hardware requirements and network upgrades for the cashiering stations located in the Founders Park Office and Gate Entrance facilities, as well as for mobile/remote concession areas for special events; and

WHEREAS, the Contractor has provided a proposal for the additional hardware and required network upgrades attached hereto as Exhibit "B"; and

WHEREAS, the compatible hardware includes credit card processors, monitors, tablet, cashier drawers, receipt printers, barcode scanners and preprinted membership key fobs, exceeds the purchase amount authorized through a single vendor per Village purchasing policies; and

WHEREAS, the Village desire to approve the proposal provided from the Contractor, attached hereto as Exhibit "B" and authorize the purchase of services for Fiscal year 2024-2025 in an amount not to exceed \$40,000.00 under this Service Agreement ; and

WHEREAS, the Village Council finds that approval of additional hardware and network upgrades 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 Proposal and Authorization of Purchase. The Village Council of Islamorada, Village of Islands, hereby approves the proposal attached hereto as Exhibit "B" and authorizes the Village Manager to purchase services pursuant to the Service Agreement in an amount not to exceed \$40,000.00 for Fiscal Year 2024-2025.

Section 3. Authorization of Village Officials. The Village Manager and/or his designee and the Village Attorney are authorized to execute and deliver such documentation to effectuate the purposes of this Resolution.

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

Remainder of this page intentionally left blank.

FINAL VOTE AT ADOPTION

VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS

Mayor Sharon Mahoney _____

Vice Mayor Don Horton _____

Councilman Steve Friedman _____

Councilwoman Deb Gillis _____

Councilwoman Anna Richards _____

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

SHARON MAHONEY, MAYOR

ATTEST:

MARNE MCGRATH, VILLAGE CLERK

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

JOHN J. QUICK, VILLAGE ATTORNEY

VERMONT SYSTEMS
SERVICES AGREEMENT

This Services Agreement is entered into on February 27, 2025 ("Effective Date") by and between **RECTRAC, LLC d/b/a VERMONT SYSTEMS**, a Delaware limited liability company having its principal address at 12 Market Place, Essex Junction, VT 05452 ("VS," "Licensor," "we," "our," or "us") and the customer identified in Section 1 below ("Customer," "Licensee," "you" or "your") (each a "Party," and, collectively, the "Parties"). This Services Agreement, including all attachments, schedules, exhibits or Addenda referenced herein, shall collectively comprise the "Agreement" between you and us. Terms not defined below shall have the meanings as set forth in Section 1 of the Terms of Service.

1. CUSTOMER INFORMATION		
Customer Name (Legal Entity)	Doing Business As (if applicable)	
Islamorada Village of Islands		
Office Address		
86800 Overseas Highway Islamorada, FL 33036		
Business Address (if business is located somewhere other than the office address)		
Customer's General Contact (for all matters under the Agreement)	General Contact Phone	General Contact Email
Anne Onsgard	305-853-1685	anne.onsgard@islamorada.fl.us
Customer's Billing Contact (for billing matters under the Agreement)	Billing Contact Phone	Billing Contact Email
VS Sales Executive	VS Sales Executive Phone	VS Sales Executive Email
Dylan Greer	802-255-2151	DylanG@vermontsystems.com

2. TERM OPTIONS

Initial Term: 36 months. The Initial Term will commence on the contract execution date and will end 36 consecutive months later. This does not apply to the COLT increase.

Renewal Term(s): 12 months. Unless Customer provides written notice of cancellation at least 90 days prior to the end of the annual maintenance cycle, the Agreement will automatically renew for another 12-month term. **MIDTERM CANCELTIONS WILL NOT BE ACCEPTED.**

Software Maintenance and Support fees are billed annually and will become effective on your choice of **January 1, May 1, July 1, or October 1**. Our goal is to closely align the term with our Annual Maintenance cycle. The first year's invoice will be **prorated**, in your favor, **based** on the date you select below and upon the contract execution date. *

Please choose from the following Annual Maintenance Billing Dates:

- ☐ January 1
☐ May 1
☐ July 1
☒ October 1

*Note: The fee proration may not apply if contract execution date and maintenance cycle start date are less than a month apart.



3. SERVICES & FEES

Services and Fees are set forth in Quote No. QUO-16730-D4S8B1. All Fees will be due 30 days following invoice receipt.

3.a TAX EXEMPTION. The customer needs to mark the appropriate box.

☒ YES	Yes, we are exempt. <u>If yes, please provide a certificate or other documentation.</u>
☐ NO	No, we are not exempt.

4. PAYMENT SERVICES

☒	Included	Customer is selecting VS to provide Payment Services and will enter into a separate Sub-Merchant Agreement with us, as the payment facilitator.
☐	Not Included	Customer will be handling its own payment processing and payment services on its own or through another third-party payment services provider. We consider these services to be Third-Party Services for which we are not responsible or liable.

5. HOSTING

☐	Customer Is Hosting Its Own Data	Customer is choosing to host its own data locally, on its own servers. VS is not liable for loss of Customer Data or any liability resulting from Customer's decision to host its own data.
☒	VS Is Hosting Customer Data	VS is hosting Customer Data on VS-controlled servers. Terms relate to Data Hosting will apply.

6. TERMS OF SERVICE

Customer has received, understands and agrees to the VS Terms of Service.

7. PRIVACY & SECURITY

Customer has received, understands and agrees to the VS Privacy Statement.

8. ADDITIONAL ADDENDA

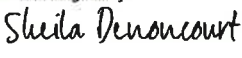
The following Addenda are included and made part of this Agreement:

- Terms of Service
- Service Level Agreement (Software)



- Hosting Addendum
- PayTrac Addendum
- Quote No. QUO-16730-D4S8B1

Customer has read, understands and agrees to the terms of the Agreement as set forth herein on this 27th day of February 2025 ("Effective Date").

Customer:	Vermont Systems:
Islamorada Village of Islands	RecTrac, LLC d/b/a Vermont Systems
86800 Overseas Highway Islamorada, FL 33036	
DocuSigned by:  AF1528476725459	Signed by:  D56E2EAECDD044D
By: Sheila Denoncourt Its: Acting Village Manager Date: 2/27/2025	By: Patrick Hayden Its: President Date: 2/27/2025



TERMS OF SERVICE

1) **DEFINITIONS.** Capitalized terms used but not otherwise defined in these Terms of Service will have the meaning ascribed to such terms in the Services Agreement or other applicable Addenda.

"Addendum" or "Addenda" means a document added to the Agreement containing new or supplemental terms.

"Agreement" means the Services Agreement and any attachments, schedules or exhibits referenced therein, which could include the Order Schedule, Privacy Policy, Terms of Service, Service Level Agreement, Statement of Work, Sub-Merchant Agreement, or any later-signed Addenda.

"Billing Period" means the period of time covered by a single recurring dues fee for Services. Recurring fees will be based on contract execution date. Unless otherwise noted, a Billing Period will be billed in advance and will cover a period of one (1) year.

"Cardholder Data" is a subset of Customer Data and generally includes a Patron's name, billing address, credit card number, expiration date and CVV code.

"Confidential Information" means any and all information disclosed by either party to the other which is marked "confidential" or "proprietary" or which the recipient knows or has reason to know is regarded by the disclosing party as such, including information disclosed orally. "Confidential Information" does not include any information that the receiving party can demonstrate by its written records: (a) was known to it prior to its disclosure hereunder by the disclosing party; (b) is or becomes known through no wrongful act of the receiving party; (c) has been rightfully received from a third party authorized to make such a disclosure; (d) is independently developed by the receiving party; (e) has been approved for release with the disclosing party's prior written authorization; or (f) has been disclosed by court order or as otherwise required by law, provided that the party required to disclose the information provides prompt advance notice to enable the other party to seek a protective order or otherwise prevent such disclosure.

"Customer" is a VS customer. The Customer is the individual, business entity, non-profit, military branch, or municipality contracting with us to receive Services as more specifically identified in the Services Agreement. Customer may also be referred to in the Agreement as "you," "your" or "Licensee."

"Customer Data" is the content, information or data which you, your End Users and/or your Patrons enter into the Software associated with our Services. Customer Data may include Patron Data, among other types of data.

"Effective Date" shall have the meaning as set forth in the Services Agreement.

"End Users" are your authorized users of the Software associated with our Services. Those licenses associated with a Customer's concurrent End Users will be listed in the Order Schedule.

"Fees" mean any and all fees associated with the use of our Services, including (but not limited to) Software Fees, Hosting Fees, Support Fees, any fees associated with our Payment Services, and/or any fees associated with Professional Services, as well as any other fees or charges permitted by the Agreement. Fees may be recurring, non-recurring, or one-time, as more specifically described in the Order Schedule. One-time fees



(hardware, training on-site, etc.) will be billed on an as-used basis

"Fully Executed" means when all parties have signed the agreements.

"Hardware" means the computer equipment, point-of-sale terminals, or other technical hardware distributed by us or by a reseller on our behalf. Hardware may contain firmware or software.

"Hosting Fees" mean the fees associated with the hosting of Customer Data on our VS-controlled servers and systems.

"Initial Term" is the initial term for Services, as described in the Services Agreement.

"Intellectual Property Rights" means all patents, rights to inventions, utility models, copyright and related rights, trademarks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world.

"Negative Accrual" occurs where the total liabilities associated with your account exceed the total available funds in the account during a given remit cycle.

"Order Schedule" means the schedule in the Agreement which itemizes and describes the Services we are willing to provide to you and any specific fees you are agreeing to pay us for such Services.

"Patron(s)" mean(s) the individuals who purchase your products and/or services and who otherwise interact with the Software associated with our Services. Patrons are your customers, clients or members.

"Patron Data" means information about Patrons entered into the Software by you, your End Users or your Patrons. Patron Data may include (but is not limited to) personally identifiable information and/or Cardholder Data.

"Payment Services" means the payment and billing-related services that we may provide to you under the Agreement. Payment Services may be described in the Order Schedule or in a separate Addendum, and your receipt of Payment Services requires that you enter into a separate Sub-merchant Agreement with us.

"Professional Services" are any professional services provided outside of our initial unconfigured install of the Software associated with our Services. Professional services may include consulting, custom development work, implementation, supplemental or onsite training, remote training, or projects which generally fall outside the scope of the Agreement. Unless otherwise agreed, Professional Services will be documented under a separate Statement of Work and signed by the Parties.

"Services" mean any and all of those products and/or services offered by us to you under the Agreement. Services may include products or services related to software, hosting, hardware, implementation, support, training and/or payments. A specific itemization of Services can be found in the Order Schedule.

"Services Agreement" means the contract between you and us for Services. The Services Agreement, together



with any attachments, schedules or exhibits referenced therein, is broadly referred to as the "Agreement" between you and us.

"Software" means our proprietary technology software and any and all associated modules, websites, third party integrations and/or mobile applications (if applicable).

"Software Fees" mean those fees associated with your access to and use of our Software or any component thereof. Software Fees are charged annually unless otherwise agreed upon and as specifically described in the Order Schedule.

"Splash Page" means the main landing page for WebTrac. The Splash Page will have buttons, images, and links to other areas within WebTrac. It's the starting page from which a customer will navigate to all other programs, available activities, classes, etc.

"Sub-Merchant Agreement" means our Sub- Merchant Application and Agreement and Payment Service Terms and Conditions, which govern the terms and conditions under which we are willing to provide our Payment Services.

"Support Fees" mean those fees associated with our Support Desk, which enables customer support through live channels like phone and chat. We may charge Support Fees monthly or annually or as more specifically described in the Order Schedule.

"Renewal Term" means the period which immediately follows the expiration of the Initial Term, as described in the Services Agreement.

"Team" includes VS's employees, officers, directors, owners, attorneys, affiliates or representatives.

"Term" means the term for Services and includes both the Initial Term and any Renewal Terms, as applicable.

"VS" means RecTrac, LLC d/b/a Vermont Systems and its subsidiaries, successors and assigns. VS's business address is 12 Market Place, Essex Junction, VT 05452. VS may also be referred to in the Agreement as "Licensor," "we," "our," or "us."

2) ACCEPTANCE.

You accept the terms of the Agreement when you (a) click-sign your acceptance to an online version of the Services Agreement; (b) sign a hardcopy of the Services Agreement; and/or (c) access the Services or otherwise accept the benefits of Services. You expressly acknowledge that the person accepting the Agreement on your behalf has the proper legal authority to bind you as the Customer.

3) GRANT OF RIGHTS.

a) **Grant of Rights by VS.** Upon the Effective Date, and subject to your timely payment of Fees and remaining in compliance with the Agreement, we grant to you a limited term, worldwide, non- exclusive, non-transferrable, non-assignable license to access and use our Services, including the Software, during the Term solely for the lawful operation of your business. The licensed rights described herein shall be limited to End Users authorized by you to access and use the Software, and your Patrons who have a legitimate right to access and use your products and/or services. The licensed rights conferred herein do not constitute a sale and do not convey to you or any third party any right of ownership in or to our Services, including the Software, or any of our Intellectual Property Rights. Upon termination of the Agreement for any reason, any rights granted by us to you will



automatically and without notice terminate. The method and means of providing the Services shall be under our exclusive control, management and supervision, although we will try to give your specific requests due consideration. Any rights not specifically granted under the Agreement are expressly reserved.

- b) **Grant of Rights by Customer.** Upon the Effective Date, and subject to our remaining in compliance with the Agreement, you grant to us a limited term, worldwide, non-exclusive license to access and use your Customer Data (including any Patron Data, as applicable) to deliver, monitor and maintain the Services in accordance with the Agreement. Any rights not specifically granted under the Agreement are expressly reserved.
- c) **Excess Use.** We will provide you with the number of authorized End User licenses as set forth in the Order Schedule to access and use the Software. You shall have access to functionalities in the Software that can generate reports indicating the number of authorized End Users accessing the Software at any given time. In the event that the number of concurrent End Users exceeds the number of allocated licenses described in the Order Schedule ("Excess Use"), we will notify you by email about such Excess Use and, if you do not reduce the Excess Use within 30 days of such notice, you will be required to pay for any Excess Use with additional licenses, which shall be described in a new invoice and which will automatically update the Order Schedule.
- d) **Prohibited Use.** You shall not use our Services in violation of the law, whether local, state or federal (including but not limited to the CAN-SPAM Act, the Telephone Consumer Protection Act, the Do-Not-Call Implementation Act, the Americans with Disabilities Act, or any consumer protection statute); to intentionally bypass a security mechanism in the System(s); to reverse-engineer the System(s), or any component thereof, regardless of the reason why; in a way that adversely impacts the availability, reliability or stability of the System(s), or any component thereof; to intentionally transmit material using the System(s) which contains viruses, Trojan horses, worms or some other harmful computer program; to send unsolicited advertising, marketing or promotional materials, whether by email or text, without the recipient's legally-valid consent; to commit fraud; to transmit material that infringes on the intellectual property right of others; to transmit material that is harassing, discriminatory, defamatory, vulgar, pornographic, or harmful to others; or in violation of this Agreement. Violation of this Prohibited Use policy may result in immediate suspension or discontinuation of Services, or legal action, which could result in civil damages or criminal punishment.

4) TERM; TERMINATION.

- a) **Term.** You will be obligated to the Term as described in the Services Agreement, including any auto-renewal provisions.
- b) **Termination for Cause.** Prior to expiration of the Initial Term, either you or we may terminate the Agreement for cause (a) upon 30 days written notice to the other party of a material breach if such breach remains uncured at the expiration of such period; (b) if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors; or (c) if the other party dissolves or ceases to do business in the ordinary course. If our termination of the Agreement is for cause, then you shall remain liable for any Fees covering the remainder of the Initial Term, or a Renewal Term, as applicable, after the effective date of such termination. Termination for cause will not preclude the non-breaching party from exercising any other rights or remedies permitted by law.
- c) **Termination for Convenience (Without Cause).** Either Party may terminate without cause after the first twelve (12) months of the initial term has ended. Should you choose to terminate once you are in a **Renewal Term**, provide a 90-day advance written **notice of intent to cancel** before the end of the annual maintenance cycle date, and services will cease per the annual maintenance date.
- d) **Termination Notice.** For termination to be considered effective, you must send your termination notice via email to AccountsReceivable@vermontsystems.com or by writing to:

Vermont Systems, Inc. at 12 Market Place, Essex Junction, VT 05452.

WE WILL NOT ACCEPT TERMINATION NOTICES OR REQUEST VIA PHONE CALL OR PHONE MESSAGES.
ALL TERMINATION NOTICES MUST BE IN WRITING.



5) FEES; PAYMENT TERMS.

- a) **Payment of Fees.** You agree to pay us all Fees permitted by the Agreement. Fees for specific Services are described in the Order Schedule and will be billed annually, or as you and we may decide. All Fees are based on Services provided, not on your actual usage. Except as permitted by the Agreement, all Fees paid are non-refundable.
- b) **Fee Commencement.** Upon the contract's execution, the initial pro-rated invoice for the software subscription and hosting will be issued, and payment will be due. Contracts are considered fully executed when both parties have signed.
- c) **Due Date; Late Fees; Interest.** Payment is due within 30 days from the date you receive our invoice (the "Due Date"), then we may charge you a late fee up to 5% of the total invoice. All payments are due in U.S. dollars. Unpaid balances owed to us will accrue interest at the rate of 1.5% per month.
- d) **Error Reporting.** Please report any errors that you see on an invoice immediately. If you do not dispute a charge within 30 days after receiving it, you will be considered to have accepted the charge. Invoices are sent to the contact person on file. YOU ARE RESPONSIBLE FOR KEEPING ALL CONTACT INFORMATION CURRENT.
- e) **COLT Increase.** After the FIRST TWELVE (12) MONTHS of the initial Term, all Fees shall be subject to a cost of living and technology ("COLT") enhancement increase not to exceed five percent (5%) or the aggregate change in the CPI (Consumer Price Index). VS reserves the right to apply the COLT enhancement to any fees after the FIRST TWELVE (12) MONTHS of the initial term AND at the start of each Renewal Term, in its sole and absolute discretion.
- f) **Breach for Non-Payment of Fees.** Payment not made within 30 days of the Due Date will result in an automatic breach of the Agreement and start the clock on a 20-day period in which to cure. If payment is still not received by the 51st day after the scheduled Due Date, we reserve the right to suspend Services until all outstanding Fees are paid. Continued non-payment of Fees more than 60 days after the Due Date will result in a default under the Agreement and will be considered seriously delinquent. In the event of default, all payments otherwise due to us under the Agreement will be accelerated and will be considered due and payable by you immediately, as of the date of default. We shall have no obligation to release any of your Customer Data until all outstanding Fees are paid in full. WE RESERVE THE RIGHT TO TAKE LEGAL ACTION ON ALL SERIOUSLY DELINQUENT ACCOUNTS.
- g) **Taxes.** If you are a tax-exempt organization, then this provision does not apply. We have no obligation to pay your taxes under any circumstances. Taxes may include value-added tax (VAT), a goods and service tax (GST), a sales tax, or use or withholding taxes assessed by a local, state, federal, provincial or foreign government entity (collectively, "Taxes"). Please make sure that you have taken appropriate steps to pay your Taxes.
- h) We are obligated to comply with all valid tax liens or levies associated with your business. If we must pay Taxes on your behalf, you agree to indemnify us for any such payments within 30 days from your receipt of a special tax-related invoice.

6) MODIFICATIONS.

- a) **Changing the Order Schedule.** You may add or remove Services during the Term at any time provided that we agree to such changes. We reserve the right to change our fees and/or introduce new charges at any time with at least 30 days prior notice to you, which notice may be provided by email. Regardless of whether our discussion with you about changes in Services occurred verbally or in writing, we will document any Service changes in an updated invoice which we will send to you for review. If you disagree with the Service change, as reflected in the invoice, please notify us immediately. If you pay the updated invoice, accept the benefits of any added Services, or fail to object to the updated invoice within 14 days after you receive it, we will consider you to have accepted the changes, which will be considered a valid modification of any Order Schedule then in place (which will, in turn, update the Agreement automatically).
- b) **Other Changes to the Agreement.** Except as otherwise described in this Section, no modification of the Agreement will be binding unless in writing and manually signed by an authorized representative of the parties.



7) CUSTOMER DATA.

- a) **Customer Data Generally.** You represent and warrant that you own or have appropriate rights to all of your Customer Data. You shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or rights to use of all Customer Data (including Patron Data, as applicable). Except as specifically provided for in the Agreement, we shall not be responsible or liable for the deletion, correction, destruction, damage, loss or failure to store any of your Customer Data.
- b) **Open Database Connectivity (ODBC):** VS will support establishing an ODBC connection in environments where allowed (such as VS Premium Cloud Hosting). The database schema can be printed running the "RecTrac Dictionary Listing" report from within the RecTrac application. Current entity relationship diagrams are also available (can be accessed via VS FTP site). No other ODBC support services will be provided by VS, such as but not limited to development assistance and development troubleshooting.
- c) **Hosting Obligations.** Hosting of Customer Data on VS-controlled servers and systems does not come standard with all Agreements; Customers must specifically contract for hosting services and pay all associated Hosting Fees. IF VS CUSTOMER DOES NOT SELECT VS's HOSTING SERVICES, AND INSTEAD CHOOSE TO HOST CUSTOMER DATA ON ITS OWN SYSTEMS AND SERVICES, THEN WE MAKE NO WARRANTIES AND DISCLAIM ALL LIABILITY ASSOCIATED WITH SUCH CUSTOMER DATA OR CUSTOMER'S OWN HOSTING ACTIVITIES, INCLUDING (BUT NOT LIMITED TO) INCIDENTS RESULTING IN DATA BREACH, MISAPPROPRIATION OF CUSTOMER DATA, VIOLATIONS OF PRIVACY RIGHTS, AND/OR ANY OTHER SITUATION RESULTING IN DAMAGES OR MONETARY LOSS ARISING OUT OF OR RELATING TO THE HOSTING OR STORAGE OF CUSTOMER DATA.

8) SPLASH PAGE. Except for the template we provide, We disclaim all liability with respect to the WebTrac splash page including (but not limited to) compliance with Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794d), and its implementing regulations set forth at Title 36, Code of Federal Regulations, part 1194, the Americans with Disabilities Act, or any other applicable federal or state laws or regulations relating to accessibility for persons with disabilities.

9) HARDWARE. We shall have no obligation to provide you with the Hardware necessary to access our Services or use our Software. Any Hardware used must comply with our minimum system requirements. If we choose to provide you with Hardware, a description of such Hardware and pricing will be described in your Order Schedule. In the absence of specified pricing, we may provide you with Hardware at our then-current market rates. Full payment for Hardware and any related third-party software is due following delivery. The verification process must be completed so that all payments can be made within 30 days of delivery. Any VS-supplied Hardware will include warranties from the manufacturer or distributor, as applicable, for a specific period. We offer no warranties on Hardware.

10) INSTALLATION; TRAINING. We will provide an initial unconfigured install of the Software as part of the Fees you pay for Services. Subsequent installations or software configuration will be subject to additional charges on a "time and materials" basis at our standard rates. Based upon on a mutually agreed implementation plan, we will provide training and setup services at our standard rates (plus expenses - if any are incurred). Implementation and Training may be performed remotely or on-site. We also offer access to online training materials, including user reference manuals, installation planning guides, report listings, "FasTrac" how-to videos, online help, and a sample training database with tutorials. You may request follow-up or additional trainings at our then-current hourly rates, and subject to scheduling availability. Unless we agree otherwise, any additional training will occur online (remote). You may request on-site training at our then- current day rates, subject to scheduling availability. For on-site training, you will be responsible for all VS expenses associated with travel, lodging, meals and other necessary expenses associated to the project. If scheduled training is cancelled with less than three (3) weeks' notice, you will be responsible for any travel expense losses, plus an additional rescheduling/cancellation fee of 10% of the price per scheduled block of time/minimum \$125.00. On-site and/or remote training booked over a weekend or holiday may be subject to additional charges.



11) CUSTOMER SUPPORT.

- a) All Customers in good standing will receive online support and access to a VS support documentation library. Online support includes access to an online knowledge database, support videos accessible through the VS website, e-learning content and the ability to participate at no additional cost in periodic live webinars offered from time to time by VS. The VS support documentation library is accessible through the VS website and includes access to user reference manuals, installation planning guides, report listings, online help, and a sample training database with tutorials. Customers can print any number of copies needed to train staff and manage their business operation. Customers can access support channels online, 24 hours a day, 7 days a week. VS's standard support services are included with Customer's payment of Software Fees. Additionally, our customers will receive access to our award-winning "Support Desk," includes phone and chat support with a live VS support agent. Customers receiving support shall be responsible for paying Support Fees as described in the Order Schedule. The Support Desk is open for call-in phone support five (5) days a week, Monday through Friday, 8 am ET to 8 pm ET; real-time chat support is available five (5) days a week, Monday through Friday, 8 am ET to 5 pm ET. Support includes online portal case creation, email assistance and call-back services, and Customer ability to partake in remote-in live support services via Zoom, Microsoft Teams or Beyond Trust when applicable.
- b) **Customer Support Not Provided.** We do not provide the following customer support services as part of the Agreement: (a) Usage of after-hours emergency support, 8 pm ET to 8 am ET, Monday through Friday, and Saturday, Sunday and holidays, 24 hours, 7 days a week; (b) travel and out-of- pocket expenses for installation and on-site training services; (c) telephone support related to computer hardware, operating systems, networking, reinstallation and configuration of application software (including VIC), point-of-sale hardware, and access control hardware; (d) telephone support and/or training as a substitute for on-site training or classroom training; (e) VS application software WAN access configuration; (f) customized discovery, custom programming, development, and maintenance; (g) interfaces to export or import data from or to other application software databases; and (h) extended dedicated support to implement or change certain functions, such as switching from cash to accrual accounting or customizing WebTrac splash page; **(i) performing periodic VS software updates if database is on-premises; (j) purchase installation or configuration of SSL certificates for on-premises configurations;** and (k) data entry or database management. VS may provide some of these Services under a separate engagement, the terms of which should be agreed upon and documented in a signed Statement of Work.
- c) **Remote Access Authorization.** We will provide you with ongoing support for the proper functioning of our Services, including the Software, which we may provide or make available through remote access to your technology systems. Remote Access will be made available if needed upon request. By using our Services, or accessing our Software, you expressly authorize us to access your technology systems remotely, if needed, for the limited purpose of providing you with any support relevant to our Services. You shall be solely liability for the cost, interoperability, proper functioning, and security of any remote access facilities or methods used by you, and we shall not be deemed to be in violation of our obligations to you, nor in breach of the Agreement, as the result of our inability to remotely access your technology systems. We agree to use commercially reasonable efforts to comply with any of your published security-related protocols when remotely accessing your technology systems.

- 12) **PAYMENT SERVICES.** To be eligible for Payment Services, you must complete our Sub-Merchant Application and submit it to VS Company underwriting for approval. Once accepted, your Sub-Merchant Application will convert to a Sub- Merchant Agreement, inclusive of the Sub-Merchant Application and Agreement (SMAA) and our Payment



Service Terms and Conditions, which shall be considered part of the Agreement.

- 13) PROFESSIONAL SERVICES.** We reserve the right to provide you with an estimate of fees for Professional Services based on the approximate number of hours we think will be reasonably required to complete an engagement, multiplied by a fixed hourly rate. You will be invoiced for services actually performed. If we underestimate the fees for Professional Services based on work actually performed, you will be responsible for any cost overruns at the same hourly rate. We will invoice you separately for cost overruns. To help you track and plan for any cost overruns, we will track our actual Professional Service hours and, upon written request, provide you with a weekly time report. Any specific details of an engagement for Professional Services should be described in a Statement of Work and signed by the parties. Any fees for Professional Services will be considered part of the Fees owed under the Agreement.
- 14) CUSTOM DEVELOPMENT.** While we welcome any suggestions or comments you might have about how we can improve our products and services, we do not custom develop our Services (including the Software) to suit the business needs of any particular client. We will consider all suggested improvements to the Services, and, as we determine, will incorporate any approved items to our development roadmap. If there is a feature or functionality that you would like to see added to our Services, and you would like the project completed on a certain timeline, you can make a custom development request and, based on our staffing and other considerations, we will scope the project and provide you with a written quote which you can accept or reject. Custom development work will be considered a separate engagement for Professional Services and will be billed outside of the Agreement. Custom development work shall not be considered work-for-hire. We will own and control any product outcome of the engagement and we reserve the right to incorporate any new feature or functionality into our larger product or service offerings.
- 15) OWNERSHIP RIGHTS.**
- a) **What Belongs to VS.** We reserve all title and interest to our Intellectual Property Rights. We alone own our Intellectual Property Rights, in addition to any suggestions, ideas, enhancement requests, feedback, recommendations, or other information provided by you or any other party relating to our Services. In addition, we retain all rights, title and interest in and to our Software and any splash page designs that we may create and/or maintain on your behalf and license to you. The Vermont Systems™, VS™ and VS Payments™ names and logos are registered trademarks of Vermont Systems and no right or license is granted to use them without our express written permission.
 - b) **What Belongs to Customer.** With the exception of Patron Data (which remains the property of individual Patrons), you reserve all rights, title and interest to your Customer Data. You own all rights, title and interest to Customer trademarks, service marks and other intellectual property. We reserve the right to withhold, remove and/or discard your Customer Data without notice for any breach, including without limitation, your non-payment of Fees.
- 16) CONFIDENTIALITY.** A party (the "Receiving Party") shall not disclose the disclosing party's (the "Disclosing Party") Confidential Information to any person or entity, except to the Receiving Party's employees who have a need to know the Confidential Information for the Receiving Party to exercise its rights or perform its obligations under the Agreement. Notwithstanding the foregoing, each party may disclose Confidential Information to the limited extent required (a) in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that the party making the disclosure pursuant to the order shall first have given written notice to the other party and made a reasonable effort to obtain a protective order; or (b) to establish a party's rights under this Agreement, including to make required court filings. Each Party's obligations of non-disclosure with regard to Confidential Information are effective as of the Effective Date and will expire one year after the termination of the Agreement; provided, however, with respect to any Confidential Information that constitutes a trade secret (as determined under applicable law), such obligations of non-disclosure will survive the termination



or expiration of the Agreement for as long as such Confidential Information remains subject to trade secret protection under applicable law.

- 17) PROTECTION OF EDUCATIONAL INFORMATION.** We understand and acknowledge that in the performance of our Services, we may have access to private and confidential information regarding students, parents, guardians, faculty, donors, employees, staff, alumni (collectively, "Educational Information") that may be covered by the federal Family Educational Rights and Privacy Act ("FERPA"), or similar state laws. We will not disclose, copy, or modify any Educational Information without your prior written consent, or unless otherwise required by law. We will notify you if we become aware of a possible unauthorized disclosure or use of Educational Information.
- 18) CLIENT RESPONSIBILITY.** You shall be responsible for all liabilities arising out of your acts and omissions including any use of Vermont System's Software or products.
- 19) LIMITED WARRANTIES.** We represent and warrant that (a) we own the appropriate rights to license and/or sublicense our Services (including the Software); (b) the Services (including the Software) will conform with any then-available published specifications; (c) to the best of our knowledge, our Software is free of any viruses, Trojan horses, malware, spyware, ransomware or other harmful code; and (d) that there have been no violations of copyrights or patent rights in connection with the Services (including the Software) offered. We do not warrant that the Services (including the Software) will be entirely free from defect or error. EXCEPT AS SPECIFICALLY STATED HEREIN, THE SERVICES (INCLUDING THE SOFTWARE) ARE BEING PROVIDED ON AN "AS IS" BASIS, WITHOUT WARRANTY OF ANY KIND. EACH PARTY HEREBY EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED. No advice or information, whether written or oral, obtained from us, or any member of our Team, will create any warranty not expressly made. If you are a California resident, you waive California Civil Code § 1542, which says: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."
- 20) LIMITATIONS OF LIABILITY.**
- a) **EXCLUSIVE REMEDY.** YOUR EXCLUSIVE REMEDY FOR ANY FAILURE OF OUR OBLIGATIONS UNDER THE AGREEMENT SHALL BE YOUR RIGHT TO TERMINATE THE AGREEMENT FOR CAUSE AND WITHOUT PENALTY, AND ANY CREDITS WHICH MAY BE DUE UNDER AN APPLICABLE SERVICE LEVEL AGREEMENT (IF A SERVICE LEVEL AGREEMENT IS OFFERED AS PART OF THE AGREEMENT).
 - b) **EXCLUDED DAMAGES.** IN NO EVENT SHALL WE BE LIABLE OR RESPONSIBLE TO YOU FOR ANY TYPE OF INCIDENTAL, PUNITIVE, INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, LOST REVENUE, LOST PROFITS, REPLACEMENT GOODS, LOSS OF TECHNOLOGY, RIGHTS OR SERVICES, LOSS OF DATA, OR INTERRUPTION OR LOSS OF USE OF SERVICES OR EQUIPMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER ARISING UNDER A THEORY OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE.
 - c) **DAMAGES CAP.** IN NO EVENT SHALL OUR LIABILITY TO YOU OR ANY THIRD PARTY IN ANY CIRCUMSTANCES EXCEED THE AMOUNT OF FEES YOU ACTUALLY PAID TO US FOR SERVICES IN THE SIX (6) MONTH PERIOD DIRECTLY PRIOR TO THE ACTION GIVING RISE TO ALLEGED LIABILITY.
 - d) **TIME LIMITATION.** YOU FURTHER AGREE THAT ANY CLAIM WHICH YOU MAY HAVE AGAINST US MUST BE FILED WITHIN FIVE (5) YEARS, IN ACCORDANCE WITH FLORIDA STATE STATUTES, AFTER SUCH CLAIM AROSE, OTHERWISE THE CLAIM SHALL BE PERMANENTLY BARRED.
 - e) **MATERIALITY.** THE LIMITATIONS IN THIS SECTION ARE A MATERIAL BASIS OF THE BARGAIN, AND THE TERMS OF THE AGREEMENT WOULD BE DIFFERENT WITHOUT SUCH LIMITATIONS. THE LIMITATIONS IN THIS SECTION ARE INTENDED TO APPLY WITHOUT REGARD TO WHETHER OTHER PROVISIONS OF THE AGREEMENT HAVE BEEN BREACHED OR HAVE PROVEN INEFFECTIVE. MULTIPLE CLAIMS WILL NOT ENLARGE ANY DAMAGES CAP DESCRIBED HEREIN.



21) **Exculpatory Clause:** Vermont Systems will not be held responsible for any third-party claims made against You as a result of Your misuse, breach of this agreement, or Your violation of any third-party rights.

22) **DISPUTE RESOLUTION.** Many concerns can be resolved by calling us at (877) 883-8757. If a dispute cannot be resolved informally, this Dispute Resolution provision explains how claims (whether by you against us, or by us against you) will be resolved.

- a) **Definition.** "Claim" means any current or future claim, dispute or controversy relating in any way to our Agreement. Claim includes (a) initial claims, counterclaims, cross-claims and third-party claims; (b) claims based upon contract, tort, fraud, statute, regulation, common law and equity; and (c) claims by or against any third party using or providing any product, service or benefit in connection with our Agreement or the Software.
- b) **Claim Notice.** Before beginning a lawsuit, mediation or arbitration, you and we agree to send a notice (a "Claim Notice") to each party against whom a Claim is asserted. The Claim Notice will give you and us a chance to resolve our dispute informally or in mediation. The Claim Notice must describe the Claim and state the specific relief demanded. Notice to you may be sent to your current mailing address or email address on file. You must provide your name, address and phone number in your Claim Notice. Your Claim Notice must be sent to Vermont Systems, Inc., ATTN: Legal, 12 Market Place, Essex Junction, VT 05452.
- c) **Mediation.** Before beginning mediation, you or we must first send a Claim Notice. Within 30 days after sending or receiving a Claim Notice, you or we may submit the Claim for mediation. Mediation fees will be split equally, and the location for mediation shall be mutually decided between you and us. All mediation-related communications are confidential, inadmissible in court and not subject to discovery. All applicable statutes of limitations will be tolled until termination of the mediation. Either you or we may terminate the mediation at any time. The submission or failure to submit a Claim to mediation will not affect your or our rights to elect arbitration.

23) NOTICES; GOVERNING LAW; JURISDICTION.

- a) **General.** Whom you are contracting with under this Agreement, whom you should direct notices to under this Agreement, what law will apply in any lawsuit arising out of this Agreement, and which court can adjudicate any such lawsuit to this Agreement are as follows:

Whom you are contracting with:	RecTrac, LLC d/b/a Vermont Systems
Notices to be sent to:	12 Market Place Essex Junction, VT 05452 legal@vermontsystems.com
Governing law is:	Florida
Courts having exclusive jurisdiction are:	Monroe County, Florida



- b) **Manner of Giving Notice.** Except as otherwise specified in this Agreement, all notices, permissions and approvals hereunder shall be in writing and shall be deemed to have been given upon (a) personal delivery; (b) the second business day after mailing; (c) the second business day after sending by confirmed facsimile; or (d) the first business day after sending by email (provided email shall not be sufficient for notices of termination or an indemnifiable claim). Notices to you shall be addressed to the designated contact person identified in the Services Agreement at the email address or physical address listed.
- c) **Agreement to Governing Law and Jurisdiction.** Each party agrees to the applicable governing law being the laws of the State of Florida and venue shall be Monroe County, Florida.
- d) **Waiver of Jury Trial.** Each party hereby waives any right to a jury trial in connection with any action or litigation in any way arising out of or related to this Agreement.

24) GENERAL PROVISIONS.

- a) **Privacy Rights.** You are required to comply with our [Privacy Statement](#), which may be revised from time to time, and which is expressly incorporated into the Agreement.
- b) **Minimum System Requirements / Interoperability.** It is your responsibility to ensure your computer systems, internet connections, IT infrastructure, peripherals, systems, servers, mobile devices and/or workstations comply with the minimum system requirements necessary to receive our Services. We shall not be responsible for any internet speed or connectivity issues at your location, or other problems related to your technology equipment, including third-party internet service or your IT infrastructure. You shall be required to comply with our technical specifications.
- c) **Reference.** You agree that, within 30 days of the Effective Date, we may issue a new business press release about our business association and post your logo and a brief description of your business on our website.
- d) **Independent Contractor Relationship.** Our legal relationship with you is that of an independent contractor. The Agreement does not form a partnership, franchise, joint venture, employment, agency and/or fiduciary relationship between you and us.
- e) **Non-Discrimination Endorsement.** We shall not discriminate in our employment practices and will render all Services under the Agreement without regard to race, color, religion, sex, sexual orientation, age, national origin, veteran's status, political affiliation, or disabilities. Specifically, we will abide by the requirements of Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, the Vietnam Era Veteran's Readjustment Assistance Act of 1974; Title IX of the Education Amendments of 1972, and the Fair Housing Act of 1968, as amended.



- f) **Export Controls.** The Services and any derivatives thereof may be subject to export laws and regulations of the United States and other jurisdictions. Each party represents that it is not named on the United States government's denied-party list. Additionally, you shall not permit End Users to access or use the Subscription Services while located in a United States embargoed country (currently Cuba, Iran, North Korea, Sudan, Syria or Crimea), or in violation of any United States export law or regulation.
- g) **Anti-Bribery.** You agree that neither your employees, agents or representatives have received or been offered any illegal or improper bribe, kickback, gift, or thing of value from us, or any member of our Team, in connection with the Agreement. If you learn of any violation of the above restrictions, you agree to promptly notify us.
- h) **Legal Advice.** All Professional Services and other information provided to you in the normal course of our business relationship should be considered for informational purposes only and is not to be taken as legal advice. You are advised to speak with your own independent counsel about all matters of a legal nature.
- i) **Waiver; Cumulative Remedies.** No failure or delay by either party in exercising any rights under the Agreement shall constitute a waiver of that right. Other than as expressly stated herein, the remedies provided in the Agreement are in addition to, and not exclusive, of any other remedies of a party at law or in equity.
- j) **Assignment.** Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other party (not to be unreasonably withheld). Notwithstanding the foregoing, we may assign this Agreement in its entirety without your consent, to our affiliates or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of our assets not involving one of your direct competitors. Subject to the foregoing, the Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns.
- k) **Force Majeure.** We shall not be in default under any provision of the Agreement or be liable for any delay, failure of performance, or interruption in Services (including the Software) resulting, directly or indirectly, from causes beyond our reasonable control, including but not limited to any of the following: earthquake, lightning or other acts of God; fire or explosion; electrical faults; vandalism; cable cut; water; hurricanes; fire; flooding; severe weather conditions; actions of governmental or military authorities; national emergency; insurrection, riots or war; terrorism or civil disturbance; strikes, lock-outs, work stoppages or other labor difficulties; supplier failure; shortage; or telecommunication or other internet provider failure.
- l) **Survivability.** Even if you terminate the Agreement with us, the following sections of the Agreement will still apply: Terms of Service Section (Hosting Obligations); (Confidentiality); (Protection of Educational Information); Limited Warranties); (Limitations of Liabilities); (Client Responsibilities); (Dispute Resolution); (Notice; Governing Law; Jurisdiction); (Legal Advice); (Force Majeure); and (Entire Agreement; Priority of Documents).
- m) **Severability.** The invalidity or unenforceability of any provision of the Agreement will not affect the validity or enforceability of the other provisions of the Agreement, which provisions will remain in full force and effect. If any provision of this Agreement shall be deemed unenforceable by reason of its extent, duration, scope or otherwise, then the parties contemplate that the court making such determination will alter such provisions so that it is enforced and will enforce it in its altered form for all purposes contemplated by the Agreement.
- n) **Headings.** The bolded headings contained in the Agreement are for convenience of reference only, shall not be deemed to be a part of the Agreement and shall not be referred to in connection with the construction or interpretation of the Agreement.
- o) **Construction.** For purposes of the Agreement, wherever the context requires, the singular shall include the plural, and vice versa; the masculine gender shall include the feminine and neuter gender, and vice versa; and "and" shall include "or," and vice versa. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be applied in the construction or interpretation of the Agreement.
- p) **Entire Agreement; Priority of Documents.** The Agreement (including these Terms of Service) and any additional terms or Addenda, as applicable, make up the entire Agreement and supersede all prior agreements, representations, and understandings. All additional terms and/or Addenda will be considered incorporated into the Agreement when you agree to them. If there is an actual conflict or direct inconsistency between any of the attachments, schedules or exhibits referenced in the Services Agreement, then the following shall be the



prioritization of documents that should be deemed to control and govern: first, any later-signed Addenda or Statement of Work (as applicable); then the Services Agreement; then the Service Level Agreement (as applicable); then the Terms of Service; then the Privacy Policy.

- q) **Electronic Signature.** The Agreement may be executed in any number of counterparts, each of which when executed shall be deemed an original, but such counterparts together shall constitute one and the same instrument. Delivery of executed counterparts by email, PDF, or other electronic delivery method shall be effective as delivery. Electronic signatures, including any click-sign process, will be deemed as original
- r) **Consent to Do Business Electronically.** By signing the Services Agreement, you consent to do business electronically, which means that you agree that all VS agreements and policies, including amendments thereto and documents referenced therein, as well as any notices, instructions, or any other communications regarding transactions and your agreements with VS may be presented, delivered, stored, retrieved, and transmitted electronically. You must keep us informed of any change in your electronic or mailing address or other contact information. Your electronic signature, including, without limitation clicking "Agree and Continue" or "I Accept" or an action of similar meaning or significance, shall be the legal equivalent of your manual signature. You may withdraw your consent to doing business electronically at any time by contacting us and withdrawing your consent. However, any communications or transactions between us before your withdrawal of such consent, will be valid and binding.

See separate addendum with terms and conditions required by Florida Law.



SERVICE LEVEL AGREEMENT (SUPPORT)

At Vermont Systems, we highly value our customers and are dedicated to delivering top-quality support services to ensure the seamless operation of your software systems. Our Service Level Agreement (SLA) defines the level of support you can anticipate from us, specifying our response times, issue resolution procedures, and overall support quality. With our proficient team of software professionals and unwavering commitment to customer satisfaction, you can rely on us to meet all your software support requirements with competence.

Terms not specifically described in this Service Level Agreement for Support ("Support SLA") shall have the meanings as set forth in Section 1 of the Terms of Service or elsewhere in the Agreement.

- 1. **ELIGIBILITY.** This Support SLA shall apply only to Customers receiving Vermont Systems’ Support Desk, including "live" support channels by phone or chat. To be eligible for the Support SLA, Customers must be current in their payment of Fees to Vermont Systems and must remain compliant with the terms and conditions of the Agreement.
- 2. **CASE PRIORITIES.** To provide high-quality support and to effectively assign resources to incoming cases, the following four types of case priorities have been identified:

***Final determination of priority will be agreed upon by the case contact(s) and Vermont Systems.**

Priority 1	Critical	Critical business impact occurs on a production system preventing business operations. End Users and Patrons are prevented from working within the Software with no workarounds. Examples include: Software crashes or goes off-line; functionality critical to business operation not available; data breach or loss of Customer Data.
Priority 2	Major	Significant business impact occurs on a production system severely impacting business operation. End Users and Patrons are impacted by the issue but may still be able to work in a limited capacity within the Software. Examples include significant performance degradation; functionalities important to business operation not available; loss of Software functionality has an escalating impact on business operations.
Priority 3	Medium	Minor business impact occurs on a production system that causes a partial or non-critical loss of functionality in the Software. A limited number of End Users and/or Patrons are affected.
Priority 4	Low	Issues occurring on a non-production system in the Software. Examples include: a question, comment, or enhancement.



3. **RESPONSE TIMES.** VS will respond and escalate support issues in accordance with the table below. All days referenced below are business days.

	Priority 1 (within)	Priority 2 (within)	Priority 3 (within)	Priority 4 (within)
Initial Response	1 hour	4 hours	24 hours	48 hours
Escalation Stage	VS will escalate within the operations team. Operations will engage development resources as needed. Notification will be made to Operations leadership for issue awareness. Communication cadence on specific cases will be defined by the case contact(s) and Vermont Systems on a case-by-case scenario.			

4. **CUSTOMER REPORTING CHANNELS; PROCESS.** Support Desk Customers experiencing support issues must report customer support concerns through VS's established support channels, including:
- a) **Customer Support Portal:** accessed by going to support.vermontsystems.com available (24/7)
 - b) **Chat Support:** available through the support portal – Monday through Friday, 8 AM – 5 PM
 - c) **Email:** support@vermontsystems.com
 - d) **Customer support line:** 877-883-8757, leave voicemail, (monitored during business hours only).
8AM - 8PM eastern time, Monday - Friday.
- **After-Hours Emergency Support:** Leave voicemail at 802-490-1911 — receive VS Support response within 15 minutes. (After hours emergency support fees apply)

All issues or questions reported to support are tracked with a support case that contains at a minimum the Customer account name, contact person, software product and version, module and/or menu selection, detailed description of the issue, and any other pertinent information. Case statuses are viewable on the VS support portal. Each case is stored in a queue and the first available support representative will be assigned to the next case issue based on priority. While reviewing the case issue, the assigned support person will contact the Customer, if additional information is needed. The VS support person will either resolve the issue or advise Customer regarding the status and the course of action being taken to resolve it. All correspondence and actions associated with a case are tracked in the support database. If the issue needs to be escalated to a development resource, Customer will be informed. While issues escalated to development will be scheduled for resolution, they may not be resolved immediately depending on the nature and complexity of the issue. Customer may view the development status at any time.

5. **Open Database Connectivity (ODBC):** VS will support establishing an ODBC connection in environments where allowed (such as VS Premium Cloud Hosting). The database schema can be printed running the "RecTrac Dictionary Listing" report from within the RecTrac application. Current entity relationship diagrams are also available (can be accessed via VS FTP site). No other ODBC support services will be provided by VS, such as but not limited to development assistance and development troubleshooting.



HOSTING SERVICES ADDENDUM

This Hosting Services Addendum ("Addendum") between RecTrac, LLC d/b/a Vermont Systems ("VS," "us," "we," or "our") and **Islamorada Village of Islands** ("Customer," "you," or "your") is intended to revise the Services Agreement, inclusive of all relevant attachments, schedules, exhibits and/or Addenda (collectively, "Agreement") previously or simultaneously executed between the Parties by adding to the Agreement the terms and conditions listed below. Terms not defined herein shall have the meanings provided in Section 1 of the VS [Terms of Service](#).

1. **TERM.** The term of this Addendum will commence on the date executed by the Customer and will run coterminous with the Agreement.
2. **HOSTING SERVICES.** Customer is adding VS's **Standard** Hosting Services to the suite of products and services that it is receiving from VS, as reflected in the updated Order Schedule.
3. **HOSTING OBLIGATIONS.** If Customer chooses us for hosting services, and we actually store Customer Data on a VS-controlled system or service, then, in addition to those terms and conditions described in our Privacy Policy, and provided Customer remains current in its payment of Hosting Fees and otherwise compliant with the Agreement, then we make the following limited representations and warranties with respect to our hosting services: we will, at all times during the Term of the Agreement: (a) maintain a comprehensive data security program which includes reasonable and appropriate technical, organizational and security measures against the destruction, loss, unauthorized access or alteration of Customer Data (including Patron Data, as applicable) which measures will be no less rigorous than the accepted security standards for similarly situated companies in the industry; and (b) provide our hosting services in a good and workmanlike manner; and (c) offer hosting services which, to the best of our knowledge, comply with applicable local, state or federal laws. The limited representations and warranties described herein shall be subject to any other limitations of liability described by the Agreement.
4. **CUSTOMER DATA GENERALLY.** You represent and warrant that you own or have appropriate rights to all of your Customer Data. You shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or rights to use of all Customer Data (including Patron Data, as applicable). Except as specifically provided for in the Agreement, we shall not be responsible or liable for the deletion, correction, destruction, damage, loss or failure to store any of your Customer Data, caused by You, the Customer.
5. **PAYMENT TERMS.** You agree to pay us all Fees permitted by the Agreement. Fees for specific Services are described in the Order Schedule and may choose to set up billing from one of the following Annual Maintenance dates: **JANUARY 1, MAY 1, JULY 1, OR OCTOBER 1. *THIS DATE MUST CORRESPOND WITH THE SAME DATE PICKED IN THE VS SERVICE AGREEMENT.** All Fees are based on Services provided, not on your actual usage. Except as permitted by the Agreement, all Fees paid are non-refundable. Payment is due within 30 days from the date you receive our invoice (the "Due Date"). If you do not pay our invoice by the Due Date, then we may charge you a **late fee** up to 5% of the total invoice. All payments are due in U.S. dollars. Unpaid balances owed to us will accrue interest at the rate of 1.5% per month. Please report any errors that you see on an invoice immediately. If you do not dispute a charge within 30 days after receiving it, you will be considered to have accepted the charge.
 - a. **COLT INCREASE.** After the **FIRST 12 MONTHS** of the Initial Term, all Fees shall be subject to a cost of living and technology ("COLT") enhancement increase of the greater of five percent (5%) or the aggregate change in the CPI (Consumer Price Index). VS reserves the right to apply the COLT enhancement to any Fees at the start of each Renewal Term, in its sole and absolute discretion.

- 6. BREACH FOR NON-PAYMENT OF FEES.** Payment not made within **30 days** of the Due Date will result in an automatic breach of the Agreement and start the clock on a **20-day** period in which to cure. If payment is still not received by the **51st day** after the scheduled Due Date, we reserve the right to suspend Services until all outstanding Fees are paid. Continued non-payment of Fees more than 60 days after the Due Date will result in a default under the Agreement. In the event of default, all payments otherwise due to us under the Agreement will be accelerated and will be considered due and payable by you immediately, as of the date of default. We shall have no obligation to release any of your Customer Data until all outstanding Fees are paid in full.
- 7. PROHIBITED USE.** You shall not use our Services in violation of the law, whether local, state or federal (including but not limited to the CAN-SPAM Act, the Telephone Consumer Protection Act, the Do-Not-Call Implementation Act, the Americans with Disabilities Act, or any consumer protection statute); to intentionally bypass a security mechanism in the System(s); to reverse-engineer the System(s), or any component thereof, regardless of the reason why; in a way that adversely impacts the availability, reliability or stability of the System(s), or any component thereof; to intentionally transmit material using the System(s) which contains viruses, Trojan horses, worms or some other harmful computer program; to send unsolicited advertising, marketing or promotional materials, whether by email or text, without the recipient's legally-valid consent; to commit fraud; to transmit material that infringes on the intellectual property right of others; to transmit material that is harassing, discriminatory, defamatory, vulgar, pornographic, or harmful to others; or in violation of this Agreement. Violation of this Prohibited Use policy may result in immediate suspension or discontinuation of Services, or legal action which could result in civil damages or criminal punishment.
- 8. OWNERSHIP RIGHTS.** (a) We reserve all title and interest to our Intellectual Property Rights. We alone own our Intellectual Property Rights, in addition to any suggestions, ideas, enhancement requests, feedback, recommendations, or other information provided by you or any other party relating to our Services. In addition, we retain all rights, title and interest in and to our Software and any Splash Page designs that we may create and/or maintain on your behalf and license to you. The Vermont Systems™, VS™, PayTrac™ and VS Payments™ names and logos are registered trademarks of RecTrac, LLC, and no right or license is granted to use them without our express written permission. (b) With the exception of Patron Data (which remains the property of individual Patrons), you reserve all rights, title and interest to your Customer Data. You own all rights, title and interest to Customer trademarks, service marks and other intellectual property. We reserve the right to withhold or, remove your Customer Data with notice for any breach, including without limitation, your non-payment of Fees.
- 9. CLIENT RESPONSIBILITY.** You shall be responsible for all liabilities arising out of your acts and omissions including any use of Vermont System's Software, products, or Hosting Services.
- 10. LIMITED WARRANTIES.** We represent and warrant that (a) we own the appropriate rights to license and/or sublicense our Services (including the Software); (b) the Services (including the Software) will conform with any then-available published specifications; (c) to the best of our knowledge, our Software is free of any viruses, Trojan horses, malware, spyware, ransomware or other harmful code; and (d) that there have been no violations of copyrights or patent rights in connection with the Services (including the Software) offered. We do not warrant that the Services (including the Software) will be entirely free from defect or error. EXCEPT AS SPECIFICALLY STATED HEREIN, THE SERVICES (INCLUDING THE SOFTWARE) ARE BEING PROVIDED ON AN "AS IS" BASIS, EACH PARTY HEREBY EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED. No advice or information, whether written or oral, obtained from us, or any member of our Team, will create any warranty not expressly made. If you are a California resident, you waive California Civil Code § 1542, which says: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected is settlement with the debtor."

11. LIMITATIONS OF LIABILITY.

11.1 LIMITATIONS OF LIABILITY. EXCEPT FOR EACH PARTY'S "CLIENT RESPONSIBILITY", OR FOR LIABILITY WHICH, BY LAW, CANNOT BE LIMITED (COLLECTIVELY, "EXCLUDED CLAIMS"), TO THE MAXIMUM EXTENT PERMITTED BY LAW, AND NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT:

11.2 IN NO EVENT SHALL WE OR ANY MEMBER OF OUR TEAM BE LIABLE OR RESPONSIBLE TO YOU FOR LOST PROFITS, LOST SALES OR BUSINESS, LOST DATA (WHERE SUCH DATA IS LOST IN THE COURSE OF TRANSMISSION FROM YOUR SYSTEMS OR OVER THE INTERNET THROUGH NO FAULT OF OURS), BUSINESS INTERRUPTION, LOSS OF GOODWILL, COSTS OF COVER OR REPLACEMENT, OR FOR ANY OTHER TYPE OF INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, CONSEQUENTIAL OR PUNITIVE LOSS OR DAMAGES, OR FOR ANY OTHER INDIRECT LOSS OR DAMAGES INCURRED BY YOU OR YOUR AFFILIATES IN CONNECTION WITH THIS AGREEMENT REGARDLESS OF WHETHER YOU OR YOUR AFFILIATES HAVE BEEN ADVISED OF THE POSSIBILITY OF OR COULD HAVE FORESEEN SUCH DAMAGES.

11.3 NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, OUR TOTAL AGGREGATE LIABILITY TO YOU, ANY AFFILIATE, OR ANY THIRD PARTY ARISING OUT OF THE AGREEMENT OR ANY OF OUR SERVICES (INCLUDING, WITHOUT LIMITATION, PAYMENT SERVICES, HOSTING SERVICES OR PROFESSIONAL SERVICES) SHALL IN NO EVENT EXCEED THE TOTAL AMOUNT OF FEES PAID BY YOU IN THE PREVIOUS SIX (6) FULL MONTHS IMMEDIATELY PRECEDING THE OCCURRENCE GIVING RISE TO SUCH LIABILITY. THE LIABILITY CAP DESCRIBED HEREIN WILL APPLY IN AGGREGATE TO ANY AND ALL CLAIMS BY YOU AND YOUR AFFILIATES AND SHALL NOT BE CUMULATIVE.

11.4 YOU ACKNOWLEDGE AND AGREE THAT THE ESSENTIAL PURPOSE OF THIS SECTION IS TO ALLOCATE THE RISKS UNDER THE AGREEMENT BETWEEN THE PARTIES AND LIMIT POTENTIAL LIABILITY GIVEN THE FEES CHARGED, WHICH WOULD HAVE BEEN SUBSTANTIALLY HIGHER IF WE WERE TO ASSUME ANY FURTHER LIABILITY OTHER THAN AS SET FORTH HEREIN. THE PARTIES AGREE THAT THE LIABILITY LIMITS SET FORTH HEREIN ARE A MATERIAL BASIS OF THE BARGAIN AND ARE INTENDED TO APPLY WITHOUT REGARD TO WHETHER OTHER PROVISIONS OF THE AGREEMENT HAVE BEEN BREACHED OR HAVE PROVEN INEFFECTIVE.

11.5 TIME LIMITATION. YOU FURTHER AGREE THAT ANY CLAIM WHICH YOU MAY HAVE AGAINST US MUST BE FILED WITHIN FIVE (5) YEARS, IN ACCORDANCE WITH FLORIDA STATUTES, AFTER SUCH CLAIM AROSE, OTHERWISE THE CLAIM SHALL BE PERMANENTLY BARRED.

12. Exculpatory Clause: Vermont Systems will not be held responsible for any third-party claims made against You as a result of Your misuse, breach of this agreement, or Your violation of any third-party rights.

13. PRIVACY RIGHTS. You are required to comply with our Privacy Statement which may be revised from time to time, and which are expressly incorporated into the Agreement.

14. ASSIGNMENT. Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other party (not to be unreasonably withheld). Notwithstanding the foregoing, we may assign this Agreement in its entirety without your consent, to our affiliates or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of our assets not involving one of your direct competitors. Subject to the foregoing, the Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns.

- 15. FORCE MAJEURE.** We shall not be in default under any provision of the Agreement or be liable for any delay, failure of performance or interruption in Services (including the Software) resulting, directly or indirectly, from causes beyond our reasonable control, including but not limited to any of the following: earthquake, lightning or other acts of God; fire or explosion; electrical faults; vandalism; cable cut; water; hurricanes; fire; flooding; severe weather conditions; actions of governmental or military authorities; national emergency; insurrection, riots or war; terrorism or civil disturbance; strikes, lock-outs, work stoppages or other labor difficulties; supplier failure; shortage; or telecommunication or other internet provider failure.
- 16. CONFLICTING PROVISIONS.** Except as expressly revised in this Addendum, the Agreement will remain in full force and effect. If there is any conflict of inconsistencies between this Addendum and the Agreement, this Addendum will control. VS's acceptance may be evidenced by its fulfillment of the Agreement which this Addendum revises. Except as otherwise described in this Section, no modification of this Agreement, including, but not limited to, subsequent terms included within your Purchase Orders, will be binding unless in writing and manually signed by an authorized representative of the parties.
- 17. VS STANDARD HOSTING SERVICE - SLA.** VS Standard Hosting Service Level Agreement (SLA) can be found here: [VS Standard Hosting Service SLA](#) which may be revised from time to time, and which are expressly incorporated into the Agreement.

AGREED TO BY:

Islamorada Village of Islands

DocuSigned by:

Sheila Denoncourt

AF15284767254EB

By: Sheila Denoncourt Its: Acting Village Manager

Date:

2/27/2025

Date

ACCEPTED BY:

RecTrac, LLC d/b/a Vermont Systems

Signed by:

Patrick Hayden

D56F2EAECD044D

By: Patrick Hayden

Its: President

2/27/2025

Date



PAYTRAC PAYMENT SERVICES ADDENDUM

This PayTrac Payment Services Addendum ("Addendum") between RecTrac, LLC d/b/a Vermont Systems ("VS") and **Islamorada Village of Islands** ("Customer") is intended to revise the Services Agreement, inclusive of all relevant attachments, schedules, exhibits and/or Addenda (collectively, "Agreement") previously or simultaneously executed between the Parties by adding to the Agreement the terms and conditions listed below.

- 1 **TERM.** The term of this Addendum will commence on the date executed by the Customer and will run coterminous with the primary Agreement ____ (date of related Agreement if applicable).
- 2 **PAYMENT SERVICES.** Customer is adding VS PayTrac Payment Services to the suite of products and services it is receiving from VS (as reflected in the Order Schedule) at the rates described in the attached Schedule A. VS will provide Customer with Payment Services pursuant to a separately executed Sub-Merchant Agreement, inclusive of Customer's Sub-Merchant Application and Agreement ("SMAA") and VS's PayTrac Payment Service Terms & Conditions, each of which shall be incorporated by reference into the Agreement.
- 3 **SOFTWARE UPDATES.** To maintain the highest level of security for payment processing, the Customer agrees to operate on the most recent release of the software within 30 days of its general release. Extended delays to update the software may impact the ability to safely process transactions and VS reserves the right to disable processing until the software is updated.
- 4 **MISCELLANEOUS.** Except as expressly revised in this Addendum, the Agreement will remain in full force and effect. If there is any conflict or inconsistencies between this Addendum and the Agreement, this Addendum will control. VS's acceptance may be evidenced by its fulfillment of the Agreement which this Addendum revises.

AGREED TO AND ACCEPTED BY:

Islamorada Village of Islands

DocuSigned by:

AF15284767254FB...

By: Sheila Denoncourt Its: Acting Village Manager

2/27/2025

Date:

Date

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PAYTRAC PAYMENT SERVICE TERMS AND CONDITIONS

- 1) **SUB-MERCHANT AGREEMENT.** These PayTrac Payment Service Terms and Conditions govern the terms and conditions under which we, as a payment facilitator, will agree to provide you, as a sub-merchant, with certain payment-related services. For purposes of this Sub-Merchant Agreement, the sub-merchant identified in the Sub-Merchant Application and Agreement ("**SMAA**") will be identified as "**you**", "**your**," or "**Sub-Merchant**." These Payment Terms and Conditions, together with your completed and approved SMAA, will form a binding "Sub-Merchant Agreement" between you and the payment facilitator identified in the SMAA ("**we**," "**us**," "**our**," or "**Payment Facilitator**"). If you are receiving Payment Services (defined below) from us, then your Sub-Merchant Agreement will become part of your overall Agreement with us, which Agreement includes, in addition to the Sub-Merchant Agreement, our Terms of Service, Privacy Policy and other referenced exhibits, schedules or addenda. Terms not defined herein shall have the meanings as set forth in Section 1 of the Terms of Service.
- 2) **PAYMENT SERVICES.** Provided you satisfy the underwriting criteria for receipt of Payment Services and remain in compliance with the Agreement, we will agree to provide you with the payment services as described in the Agreement (collectively, "**Payment Services**"). In exchange for Payment Services, you agree to pay us the rates, fees and other charges described in the Agreement (collectively, "**Fees**"). Besides us, there are other third parties involved in the facilitation and processing of Payment Services; these third parties include banks (i.e., acquiring bank, sponsor bank), the major card networks/associations such as Visa, Mastercard, Discover and American Express (collectively, "**Card Brands**" unless referred to individually by name), and our designated payment processor ("**Processor**"). Each of these parties serve an important function in the facilitation, processing and settling of transactions associated with your business. By designating us as your agent for payment facilitation services, and remaining in compliance with the terms of the Agreement (including payment of all of our Fees), you will receive the right to accept payments from customers, clients and/or members (collectively, "**End Users**") through validly issued bankcards ("**cards**") associated with the Card Brands, and/or, if approved, through automated clearing house transactions ("**ACH**") regulated by the National Automated Clearing House Association ("**NACHA**"). We will only provide you with Payment Services for transactions run on active, non-defaulted End User agreements properly delivered to us through the appropriate system in accordance with the Agreement's terms and conditions including, without limitation, this Sub-Merchant Agreement.
- 3) **APPLICATION PROCESS; UNDERWRITING; APPROVAL FOR PAYMENT SERVICES.** Completion of the SMAA and submission through our standard underwriting process shall be a pre-requisite and pre-condition to your receipt of Payment Services. If you fail to meet our then-current underwriting requirements, or the then-current underwriting requirements of our Processor (as applicable), you shall not be allowed to receive Payment Services. Federal regulations such as the USA Patriot Act or FinCEN require financial institutions (i.e., banks) to verify the identity of persons seeking to open a depository account. Our Processor, in turn, requires that we submit certain information about each sub-merchant through underwriting prior to such sub-merchant's receipt of payment services. Information that we may request includes, but is not limited to, basic sub-merchant information such as entity name, business address, tax number, date of formation, years in business; transaction information, processing volumes, payment types accepted, address of business locations where payments may be accepted; and information about who owns and controls the sub-merchant. It shall be your sole responsibility to provide us with all required information, to ensure the accuracy and completeness of the information provided, to provide us with timely and accurate updates if your information changes, and to make the required acknowledgements and authorizations related to Payment Services as described in the Sub-Merchant Agreement. We (and our Processor, as applicable) will base underwriting decision on the information provided. If, after approval, we discover that certain information provided in the SMAA was false, incomplete, misleading or inaccurate, as determined by us or our Processor, we reserve the right to suspend or terminate Payment Services immediately at our discretion. If you pass underwriting and your application is approved, then your SMAA will automatically convert to a Sub-Merchant Agreement which incorporates these Payment Terms & Conditions (and other documents forming the Agreement) by reference. Underwriting approval and conversion of your application to a Sub-Merchant Agreement may occur without notice to you. Your failure to notify us of changes to your business may be considered a material breach of the Sub-Merchant Agreement.
 - a) **For Private Sector Entities Only:** You expressly authorize us to make business credit inquiries, if applicable, personal credit inquiries (including, without limitation, credit report inquiries into your Control Owner or Authorized Contact), identity-verification inquiries, transaction-verification inquiries and any other inquiry or background check that we consider reasonably necessary as related to our provision of the Payment Services. You further agree to provide us with any information or documentation requested by the Processor, the Card Brands and/or the bank(s).
- 4) **DESIGNATION AS LIMITED PAYMENTS AGENT.** By entering into this Sub-Merchant Agreement, you are appointing us as your limited payments agent for the sole purpose of receiving, holding and settling payments made to you for your goods and services as validly entered in and through our system or platform. We will settle payments that are actually received by us to you, less any amounts owed to us, including fees and other obligations, and subject to the terms and conditions of the Agreement, including this Sub-Merchant Agreement. You agree that a payment received by us on your behalf satisfies an End User's (i.e., a payor's) obligation to make payment to you. If we do not settle the payment to you, you will only have recourse against us and not the End User, as payment is deemed made by an End User to you upon constructive or actual receipt of funds by us. We will process transactions in accordance with your written instructions, the agreement(s) in place with us or End Users, and applicable law, rules or regulations.

- 5) **DESIGNATED ACCOUNT.** You will be required to provide and maintain a business bank account with a U.S.-chartered bank (your "**Designated Account**," or, if you have more than one account, your "**Designated Accounts**"). Each sub-merchant entity must have its own Designated Account and the name on the Designated Account must match the sub-merchant's legal entity name or registered doing-business-as name. All remits or other deposits to you as associated with Payment Services will be made into your Designated Account(s).
- 6) **PROHIBITED ACTIVITIES PER MAJOR CARD BRANDS.** In receiving Payment Services, you shall not, through yourself or a third party: (a) submit any transaction to us that was previously charged back and subsequently returned to you, irrespective of cardholder approval; (b) knowingly submit any transaction that is illegal or that you should have known was illegal (you acknowledge that such transaction must be legal in both your and the cardholder's jurisdiction); (c) submit a transaction that you know, or should have known, is either fraudulent or not authorized by the cardholder; (d) require a cardholder to complete a postcard or similar device that includes the cardholder's account number, card expiration date, signature, or any other card account data in plain view when mailed, nor request a Card Verification Value 2 ("**CVV2**") for a card-present transaction, nor retain or store any portion of the magnetic-stripe data subsequent to the authorization of a sales transaction, nor any other data prohibited by the Card Brands operating regulations or this Sub-Merchant Agreement, including CVV2; (e) add a surcharge to transactions except as expressly permitted by, and in full compliance with, the Card Brands operating regulations; (f) charge a minimum or maximum amount for a transaction unless expressly authorized by, and in full compliance with, the Card Brands operating regulations; (g) disburse funds in the form of cash unless you are participating in full compliance with a program supported by a Card Brand for such cash disbursements and in full compliance with the Card Brand's operating regulations; (h) submit a transaction that does not result from an act between you and a cardholder; (i) accept a card issued by a U.S. issuer to collect or refinance an existing debt, unless expressly authorized by, and in full compliance with, Card Brand operating regulations; (j) request or use a card account number for any purpose other than as payment for your goods or services; (k) add any tax to transactions, unless applicable law expressly requires that you are permitted to impose a tax (in such event, any tax amount, if allowed, must be included in the transaction amount and not collected separately); (l) process transactions for, receive payments on behalf of, or redirect payments to a third party (unless required by law); (m) copy, modify, adapt, translate, reverse engineer, decompile, or disassemble, in any way, any portion of the Payment Services; (n) interfere with or violate any other of our services or End User's right to privacy or other rights, or harvest or collect personally identifiable information about End Users without their express consent, including using any robot, spider, site search or retrieval application, or other manual or automatic device or process to retrieve, index, or data-mine; (o) defame, abuse, harass, stalk, threaten, or otherwise violate the legal rights of others; (p) transmit or otherwise make available in connection with the Payment Services any virus, worm, trojan horse, time bomb, web bug, spyware, or any other computer code, file, or program that may or is intended to damage or hijack the operation of any hardware, software, or telecommunications equipment, or any other actually or potentially harmful, disruptive, or invasive code or component; (q) interfere with or disrupt the operation of the Payment Services, or the servers or networks that host the Payment Services or make them available, or violate any requirements, procedures, policies, or regulations of such servers or networks; (r) sell, license, or exploit for any commercial purposes any use of or access to the Payment Services other than as permitted by us; (s) forward any data generated from the Payment Services without our prior written consent; (t) sublicense any or all of the Payment Services to any third party; and/or (u) transfer or assign your account password or credentials, even temporarily, to a third party. We reserve the right to monitor you and your End User's use of the Payment Services to ensure compliance with the Agreement including, without limitation, this Sub-Merchant Agreement and applicable law. If we determine that you are not in compliance with the Sub-Merchant Agreement, we reserve the right to take appropriate remedial action including, without limitation, suspending or terminating Payment Services, or suspending or terminating your access to the system or platform. In receiving Payment Services, you further acknowledge, represent and warrant that you will not KNOWINGLY make Payment Services available to (i) any person who appears of the U.S. Department of Treasury Office of Foreign Assets Control Specially Designated Nationals list; (ii) any person who is less than 18 years of age; (iii) who is not domiciled in the U.S.
- 7) **SUB-MERCHANT REPRESENTATIONS.** You represent and warrant that (a) you are at least 18 years of age; (b) if an individual account, you are a sole proprietorship validly existing in the United States, Canada, or its territories, and if an entity, that the entity was validly formed, registered and is in good standing in at least one of the fifty United States, Canada, or its territories; (c) you have never been placed on the MasterCard MATCH system or the Combined Terminated Merchant File, and if so, you have disclosed this to us; and (d) all transactions are bona fide and no transaction involves the use of a Card for any purpose other than the purchase of goods or services from you.
- 8) **CLIENT RESPONSIBILITY.** You shall be responsible for all liabilities arising out of your acts and omissions including any use of Vermont System's Software, products, or **Payment Services**.
- 9) **END USERS.** We are not a party to any contract or business relationship that you may have with End Users, and we shall have no obligations or liability under any such agreement or business relationship. You are solely responsible for your own products and services and for the content and legality of your own contracting documents with End Users. You will be required to obtain an End User's prior written consent for **RECURRING TRANSACTIONS**. In obtaining such consent, End Users should be made aware of the product or service they are purchasing, the frequency of charges, the length of the contract's term, and clear notice about how to properly cancel the recurring charges.

- 10) REGULATORY STATUS.** In providing Payment Services to you, we are your designated agent for certain payment facilitation services, as integrated with our proprietary technologies, but always acting at your direction in accordance with the contracts that have been entered into including, without limitation, the Sub-Merchant Agreement. We are not a bank, money transmitter or other money services business. The Payment Services that we offer and the payment transactions that we help to facilitate involve the use of our own proprietary technologies and the efforts of third parties such as banks, the Card Brands, and our Processor.
- 11) TERM; TERMINATION OF PAYMENT SERVICES.** The term of this Sub-Merchant Agreement will run concurrently with the Term as described in your Agreement. We shall have the right to terminate this Sub-Merchant Agreement at any time for cause, and shall have no liability to you for any such termination. Upon termination, you shall immediately cease using the Payment Services. We shall have the right to remove your Designated Account information upon termination of the Sub-Merchant Agreement, and we shall also have the right, at our choosing, to retain copies of such information for up to five (5) years at our cost. This Sub-Merchant Agreement shall terminate immediately if a bank, the Card Brands or our Processor require us to terminate the Sub-Merchant Agreement. Upon termination of Payment Services for any reason, you shall remain liable for any and all outstanding Fees owed.
- 12) TAXES.** It is your sole responsibility to determine what, if any, taxes apply to the sale of your products and services, or the payments you receive in connection with your use of our Payment Services ("**Taxes**"). It is solely your responsibility to assess, collect, report, or remit the correct tax to the proper taxing authority. We are not obligated to, nor will we determine whether Taxes apply, or calculate, collect, report, or remit any Taxes to any tax authority arising from any transaction. You acknowledge that we will satisfy all IRS reporting requirements as required by law, including providing the IRS with an information return on your card transactions and third-party network transactions. We will also comply with any lawful orders, garnishments or tax levies associated with your account. This provision shall be read in conjunction with, and not in conflict of, any tax-related provision in the Terms of Service.
- 13) CARD BRAND RULES.** If you accept cards issued by any of the major Card Brands, then in addition to these Payment Terms and Conditions, you will also be obligated to comply with Card Brand rules and regulations, the terms of which are incorporated by reference herein. The operating regulations for each of the major Card Brands can be accessed at the links below:
- a) **VISA:** usa.visa.com/merchants/operations/op_regulations.html
 - b) **Mastercard:** <https://www.mastercard.us/en-us/business/overview/support/rules.html>
 - c) **American Express:** www.americanexpress.com/merchanttopguide
 - d) **Discover:** <https://www.discovernetwork.com/en-us/faq>
 - e) For transactions involving **ACH**, a copy of the NACHA operating rules and guidelines are available at www.achrulesonline.org.

Nothing in this Sub-Merchant Agreement shall be read or construed to interfere with or lessen the right of the Processor, the bank(s), or the Card Brands to terminate this Sub-Merchant Agreement; and, if this occurs, such termination shall not be considered a material breach of the Agreement by us. In the event of a conflict between this Sub-Merchant Agreement and the Card Brand's operating regulations, the Card Brand operating regulations will control. With respect to the Card Brand operating regulations, you acknowledge and agree that: (a) you will be responsible for the actions of your employees and agents; (b) you will comply with all applicable laws and regulations and all applicable parts of the operating regulations, including those parts regarding the ownership and use of Card Brand marks; (c) you will notify us, as your payment facilitator, of any third-party that will have access to Cardholder Data; (d) you will comply with, and will contractually require your suppliers and agents to comply with, the provisions of the Cardholder Information Security Program (CISP) and PCI DSS, or other security program as required by a Card Brand and demonstrate compliance with these security obligations; and (e) Card Brands may conduct, or direct another party to conduct, an audit of you at any time, and you must comply in all material respects with such audit until its completion.

- 14) AMERICAN EXPRESS OPT-BLUE PROGRAM.** The following provision only applies if you are participating in the American Express Opt-Blue Program, as controlled by the American Express Opt-Blue Program operating regulations. As a participant in the American Express Opt-Blue Program: (a) you must comply with, and accept American Express cards in accordance with the terms of this Sub-Merchant Agreement and the American Express Merchant Operating Guide, as such terms may be amended from time to time; (b) you acknowledge that the American Express Merchant Operating Guide is incorporated by reference into this Sub-Merchant Agreement and is available online here: https://icm.aexp-static.com/content/dam/gms/en_us/optblue/us-mog.pdf (c) you expressly authorize us to submit transactions to, and receive settlement from, American Express on your behalf; (d) you expressly consent to our collection and disclosure of transaction data, Sub-Merchant Data, and other information about you to American Express, and to American Express using such information to perform its responsibilities in connection with the American Express Program, promote the American Express network, perform analytics and create reports, and for any other lawful business purposes, including commercial marketing

communication purposes within the parameters of the program agreement, and important transactional or relationship communications from American Express.

In addition, you acknowledge and agree that: (i) you may opt-out from receiving future commercial marketing communications from American Express; (ii) you may be converted from the American Express Program to a direct card acceptance relationship with American Express if and when you become a high CV merchant in accordance with Section 10.5, "High CV Merchant Conversions," and upon conversion, you will be bound by American Express' then-current Card Acceptance Agreement and American Express will set pricing and other fees payable by you for card acceptance; (iii) American Express may use information obtained in the SMAA at the time of setup to screen, communicate and/or monitor you in connection with card marketing and administrative purposes; (iv) you shall not assign to any third party any payments due to you under your respective End User Agreement, and further agree that all indebtedness arising from charges will be for bona fide sales of goods and services (or both) at your establishments and free of liens, claims, and encumbrances other than ordinary sales taxes, provided, however, that you may sell and assign future transaction receivables to us, our affiliated entities and/or any other cash advance funding sources who partner with us or our affiliated entities without consent of American Express; (v) American Express is a third-party beneficiary to this Sub-Agreement and retains all rights, but not obligations, in the Sub-Merchant Agreement that will fully provide American Express with the ability to enforce the terms of the Payment Facilitator's Sub-Merchant Agreement against you; (vi) you may opt out of accepting cards at any time without directly or indirectly affecting your rights to accept other payment products; (vii) we may terminate your right to accept cards if you breach any of the provisions in this Section or the American Express Merchant Operating Guide; (viii) we have the right to immediately terminate the Sub-Merchant Agreement for cause, for fraudulent or other activity, or upon American Express' request; (ix) your refund policies for purchases on a card must be at least as favorable as your refund policy for purchases on any other payment products, and you further agree that the refund policy be disclosed to cardmembers at the time of purchase and in compliance with applicable law; (x) you are prohibited against billing or collecting from any cardmember for any purchase or payment on the card unless chargeback has been exercised, you have fully paid for such charge, and you otherwise have the right to do so; (xi) you must comply with applicable laws, rules and regulations relating to the conduct of your business, including the DSR and PCI DSS, each as described in Chapter 15, "Data Security;" (xii) you will report all instances of a data Incident immediately to us after discovery of the incident; (xiii) you will cease all use of, and remove American Express' licensed marks from your website and wherever else they are displayed upon termination of this Sub-Merchant Agreement or your participation in the Program; (xiv) you will ensure data quality and agree that transaction data and customer information will be processed promptly, accurately and completely, and will comply with the American Express technical specifications; and (xv) you are solely responsible for being aware of and adhering to privacy and data protection laws and will provide specific and adequate disclosures to cardmembers on the collection, use, and processing of personal data.

- 15) **PCI DSS.** We have implemented certain technical and procedural safeguards to keep Cardholder Data safe and will continue to comply with Payment Card Industry Data Security Standards ("PCI DSS") as a Level 1 service provider to the extent we store, process or transmit Cardholder Data on your behalf. As a sub-merchant, you also have certain PCI DSS obligations to help keep Cardholder Data safe. Please visit this [link](https://www.pcisecuritystandards.org/pdfs/Small_Merchant_Guide_to_Safe_Payments.pdf) https://www.pcisecuritystandards.org/pdfs/Small_Merchant_Guide_to_Safe_Payments.pdf to learn more about what you can and should do to protect payment transactions at your place of business. We reserve the right to suspend Payment Services for as long as we deem reasonably necessary to investigate suspicious or unusual activity associated with your account, and we shall have no liability to you for any losses that may be attributable to the period of suspension. Similarly, if you know or have reason to believe there has been a security intrusion that has or may result in unauthorized access to Cardholder Data, you must notify us immediately.
- 16) **PROCESSING LIMITS.** We reserve the right to assign a maximum dollar amount ("**Processing Limit**") per sales ticket and an aggregate maximum dollar amount of card and ACH transactions per calendar month to your account. If we assign a Processing Limit, we will communicate it to you in writing.
- 17) **MERCHANT SERVICES AGREEMENT WITH PROCESSOR.** In the event you process more than \$1,000,000 in Visa transactions and/or \$1,000,000 in MasterCard transactions (or such other amount as provided by the Card Brand's operating regulations) in any twelve month period ("**Benchmark Amount**"), then in addition to this Sub-Merchant Agreement with us, you may also be required to enter into a "Merchant Services Agreement for Sub-Merchants" with our Processor, the terms of which will be independently enforceable by our Processor.
- 18) **NEGATIVE ACCRUALS.** We reserve the right to collect a "Per Fiscal Day Over Draft Fee" if your account goes negative during any given remit cycle. See Schedule A for details.
- 19) **ADVANCES.** An advance is any disbursement of funds prior to the regularly scheduled remit date. Any requests for an advance will be considered on a case-by-case basis although, as a general policy, we will not honor advance requests. Any advance request must be sent to us in writing. If an advance is granted, you agree to pay a "**Per Wired Funds Transfer**" for each advance provided.
- 20) **RECONCILIATIONS; ERROR REPORTING.** You are responsible for reconciling your transaction history or remit reports with your actual transactions and you agree to notify us of any errors or discrepancies (each an "**Error**"). We will investigate reported Errors and attempt to promptly rectify them. In the event you are owed money as a result of an Error, we will transfer funds to

your Designated Account at the next scheduled remit or pay-out cycle. Errors not reported to us within 60 days from when they first appear on your transaction history or remit report will be deemed waived.

- 21) **SALES TRANSMITTALS.** You will retain a copy of the sales transmittal for the completed transaction for 25 months or such longer period as the Card Brand operation regulations may require. Within three business days of our request, you will produce copies of sales transmittals and other transaction evidence.
- 22) **ACH PROCESSING.** To enable you to make and accept ACH payments, you authorize us to originate credit or debit records for the purpose of a funds transfer into the ACH network ("Entries"). We will use reasonable efforts to originate Entries on your behalf in accordance with the Sub-Merchant Agreement. You must only submit Entries for bona fide transactions with your End Users made in the ordinary course of business. All disputes between you and any of your End Users relating to any ACH transaction must be resolved between you and them. If we receive any notice of an ACH dispute or NACHA inquiry, we will forward such notice directly to you. We bear no financial responsibility for any disputed transaction. If we respond to a dispute or transaction inquiry on your behalf, you consent to pay our additional fees associated with these services.
- 23) **REFUNDS; RETURNS.** You agree to process returns of and provide refunds and adjustments for products and/or services in accordance with your End User Agreements. In managing refunds and returns, you agree to: (a) maintain a fair return, cancellation or adjustment policy; (b) disclose your return or cancellation policy to End Users at the time of purchase; (c) not give cash refunds to an End User in connection with a card sale unless required by law; and (d) not accept cash or any other item of value for preparing a card sale refund. Your refund policies should be the same for all payment methods and should specifically include a requirement for prompt payment of refunds in order to mitigate chargeback risk.
- 24) **CHARGEBACK LIABILITY.** For any transaction that results in a chargeback, we may withhold the chargeback amount in a reserve account. You grant us authorization to recover the amount of any chargeback and any associated fees, fines, or penalties listed in the Agreement, your End User Agreements, or assessed by a Card Brand or Processor. If you have pending chargebacks, we may delay payouts as necessary. Further, if we reasonably believe that a chargeback is likely with respect to any transaction, we may withhold the amount of the potential chargeback from remits otherwise due to you until such time that (a) the chargeback is assessed due to an End User (cardholder) complaint, in which case we will retain the funds; (b) the period of time under applicable law or regulation by which the End User (cardholder) may dispute that the transaction has expired; or (c) we determine that a chargeback on the transaction will not occur. If we are unable to recover funds related to a chargeback for which you are liable, you agree to pay us the full amount of the chargeback immediately upon demand. You agree to pay all costs and expenses, including attorneys' fees and other legal expenses, incurred by us for the collection of all amounts unpaid by you.
- 25) **RESERVE; SECURITY INTEREST.** Where deemed necessary or appropriate by us or our sponsor bank, we (or our sponsor bank) shall create a reserve account ("Reserve") in order to protect us or the sponsor bank from actual or potential liabilities under this Sub-Merchant Agreement. The Reserve will be in an amount determined by us in our sole and absolute discretion to cover anticipated chargebacks, returns, unshipped product and/or unfulfilled services or credit risk based on your processing history. The Reserve may be raised, reduced or removed at any time by us (or at the direction of our sponsor bank). Where the Reserve is not adequately funded, you shall pay all amounts requested by us for the Reserve within one business day of a request for such amounts and we may build the Reserve by offsets from Remits, transaction settlements or by debiting by ACH any of your Designated Accounts with available funds. and also authorizes us to make any withdrawals or debits from the Reserve, without prior notice to you, to collect amounts that you owe us under this Sub-Merchant Agreement, including without limitation, for any reversals of deposits or transfers. You will execute any additional documentation required for us to perfect our security interest in any funds in the Reserve. This security interest survives for as long as we hold funds in Reserve; however, it does not apply to any funds for which the grant of a security interest would be prohibited by law. You irrevocably assign to us all rights and legal interests to any interest or other earnings that accrue or are attributable to the Reserve.
- 26) **RECOUPMENT OF FEES.** Where Fees are owing by you to us under the Agreement, we shall have the right to immediately, without prior consent or notice, offset or debit such amounts from funds: (a) deposited by you into your Designated Account(s); (b) due to you as remits; (c) held in the Reserve; or (d) available in your other payment instrument registered with our sponsor bank (if any). Your failure to pay all Fees owed to us on demand will be a breach of this Sub-Merchant Agreement. You will be liable for our costs associated with collection in addition to the amount owed, including without limitation attorneys' fees and expenses, collection agency fees, and interest at the lesser of one-and-one-half percent (1.5%) per month or the highest rate permitted by applicable law. In our discretion, we may make appropriate reports to credit reporting agencies and law enforcement authorities and cooperate with them in any resulting investigation or prosecution. You hereby expressly agree that all communication in relation to delinquent sub-merchant accounts may be made by us or by a third party acting on our behalf, including but not limited to a collections company.
- 27) **INTELLECTUAL PROPERTY.** We reserve all rights not expressly granted to you in the Agreement, including without limitation, this Sub-Merchant Agreement. We own the title, copyright and other worldwide intellectual property rights in the Payment Services and all technology, components, systems, and hardware associated therewith. This Sub-Merchant Agreement does not grant you any rights to our trademarks or service marks, nor may you remove, obscure, or alter any of our trademarks or

service marks included in the Payment Services. All comments and suggestions of or concerning the Payment Services provided to you shall be our property and you shall not have any rights therein.

- 28) HOLD HARMLESS** To the extent permitted by State law, You shall hold us and all third parties that assist in providing the Payment Services harmless from and against any and all claims, arising out of any , action, audit, investigation, inquiry, or other proceeding instituted by a third party person or entity that relates to: (a) any actual or alleged breach of your representations, or obligations set forth in the Sub-Merchant Agreement; (b) your wrongful or improper use of the Payment Services; (c) any transaction submitted by you through the Payment Services (including without limitation the accuracy of any product information or service that you provide or any claim or dispute arising out of products or services offered or sold by you); (d) your violation of any third-party right, including without limitation any right of privacy, publicity rights or intellectual property rights; (e) your violation of any applicable law; or (f) any other party's access and/or use of the Payment Services with your access credentials.
- 29) NO WARRANTIES.** THE PAYMENT SERVICES ARE PROVIDED ON AN AS IS AND AS AVAILABLE BASIS. USE OF THE PAYMENT SERVICES IS AT YOUR OWN RISK. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE PAYMENT SERVICES ARE PROVIDED WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT.
- 30) LIMITATION ON LIABILITY.** WE SHALL NOT BE LIABLE FOR SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, LOSS OF SALES, GOODWILL, PROFITS OR REVENUES. OUR LIABILITY UNDER THIS SUB-MERCHANT AGREEMENT FOR ANY CLAIM SHALL NOT EXCEED THE AMOUNT OF FEES YOU ACTUALLY PAID TO US FOR SERVICES IN THE SIX (6) MONTH PERIOD DIRECTLY PRIOR TO THE ACTION GIVING RISE TO ALLEGED LIABILITY. WE SHALL NOT BE LIABLE FOR ANY DAMAGES CAUSED DIRECTLY OR INDIRECTLY BY: (A) YOUR ACT OR OMISSION, OR THE ACT OR OMISSION OF ONE OF YOUR AFFILIATES OR END USERS; (B) YOUR USE OF OR INABILITY TO USE THE PAYMENT SERVICES; (C) DELAYS OR DISRUPTIONS IN THE PAYMENT SERVICES; (D) VIRUSES OR OTHER MALICIOUS SOFTWARE OBTAINED BY ACCESSING THE PAYMENT SERVICES; (E) BUGS, ERRORS, OR INACCURACIES OF ANY KIND IN THE PAYMENT SERVICES, UNRELATED TO OUR SOFTWARE; (F) ACT OR OMISSIONS OF THIRD PARTIES; (G) A SUSPENSION OR OTHER ACTION TAKEN IN ACCORDANCE WITH THE TERMS OF THIS SUB-MERCHANT AGREEMENT; (H) OUR NEED TO MODIFY PRACTICES, CONTENT, OR BEHAVIOR, OR YOUR DIMINISHED ABILITY TO DO BUSINESS AS A RESULT OF CHANGES TO THIS SUB-MERCHANT AGREEMENT OR OUR POLICIES OR PAYMENT SERVICES MADE IN ACCORDANCE WITH THIS SUB-MERCHANT AGREEMENT OR APPLICABLE LAW; (I) ANY BREACH BY YOU OF THIS SUB-MERCHANT AGREEMENT; (J) INCORRECT OR INCOMPLETE TRANSACTION INFORMATION; OR (K) OUR ELECTION TO SUSPEND PROVIDING PAYMENT SERVICES ON THE BASIS OF OUR LEGAL, COMPLIANCE, OR RISK POLICIES.
- 31) TIME LIMIT TO INITIATE A DISPUTE.** Unless otherwise required by law, an action or proceeding by you relating to any dispute or claim by you under this Sub-Merchant Agreement must commence within five (5) years, in accordance with Florida State statutes, after the cause of action accrues, failing which you forego any rights in respect thereof.
- 32) CONFIDENTIALITY.** Unless otherwise required by law, you shall, and shall cause your affiliates to, hold in strict confidence at all times following the date hereof all of our, our bank's or our Processor's Confidential Information, and neither you nor any of your affiliates shall use such Confidential Information for any purpose other than for the performance of your duties and obligations hereunder. If you breach, or threaten to breach, any of the provisions of this section, in addition to any other rights we may have, including a claim for damages, we shall have the right to have the provisions of this section specifically enforced, and your breach or threatened breach enjoined, by any court of competent jurisdiction, without presentment of a bond (such requirement being expressly waived by you), it being agreed that any breach or threatened breach of this section would cause irreparable harm to us in that money damages would not provide an adequate remedy.
- 33) PERSONAL GUARANTY (Private sector only).** If an individual executes this Sub-Merchant Agreement on your behalf as a guarantor, then such individual personally guarantees performance by you hereunder, shall be deemed to be a guarantor for all purposes, and shall be joint and severally liable with you for all of your liabilities under the Sub-Merchant Agreement.
- 34) INDEPENDENT CONTRACTOR.** The relationships of the parties to this Sub-Merchant Agreement shall be solely that of independent contractors, and nothing contained herein shall be construed otherwise. Nothing in this Sub-Merchant Agreement or in the business or dealings between the parties shall be construed to make them joint ventures or partners with each other. Neither party shall do anything to suggest to third parties that the relationship between the parties is anything other than that of independent contractors.
- 35) ASSIGNMENT.** You may not assign or otherwise transfer any or all of your rights or obligations under the Sub-Merchant Agreement without our prior written consent, and any assignment without such prior written consent will be null and void. We may assign any of our rights or obligations hereunder to a third party without written notice to you.
- 36) OTHER AGREEMENT TERMS; CONFLICT.** Upon SMAA acceptance, this Sub-Merchant Agreement shall be considered

incorporated by reference into your overall Agreement with us. To the extent any provision of this Sub-Merchant Agreement directly conflicts with any other provision of the Agreement, then the Sub-Merchant Agreement's terms shall be deemed to control.

- 37) COST REVIEW & POTENTIAL ADJUSTMENT.** We will conduct a quarterly review of the overall card processing costs. The first review will begin six (6) months after the initial implementation. If there is a material increase or decrease in card processing costs, we reserve the right to adjust fees accordingly, associated with Payment Services.



SCHEDULE A: PAYTRAC PAYMENT SERVICE RATES & FEES*

TRANSACTION PARTIES		FUNDING**
Customer / Sub-Merchant:	Islamorada Village of Islands	Funds received by 11:59 pm ET will be deposited in Customer's designated account within three (3) business days
Payment Facilitator:	RecTrac, LLC d/b/a Vermont Systems	
Payment Processor:	WorldPay, LLC	
Sponsor Bank:	Fifth Third Bank	
<i>* Customer acknowledges and accepts that VS will collect its fees and charges for Payment Service directly from the EFT/ACH draft associated with the business location.</i> <i>** VS is not responsible for funding delays due to weekends, federal holidays or Force Majeure events or incidents.</i> <i>*** Daily settlement cut-off times are Midnight local time.</i>		

FLAT RATE MODEL

CREDIT CARD PROCESSING FEES				
Mastercard	Per electronic authorization	\$	0.25	
	Per sale transaction	\$	0.25	
Discover	Credit card account updater fee If & when available and option selected/elected	\$	1.00	
AMEX	Per chargeback request or return processed	\$	25.00	
	Mastercard-Visa-Discover-AMEX acquired gross purchase sale %		2.65	%



ACH PROCESSING FEES (if option selected/elected)			
ACH / e-Check Processing	ACH fee per sale transaction	\$	1.00
	ACH account updater fee	\$	0.50
INSTANCE-BASED FEES			
Funding Fees	Per fiscal day overdraft fee	\$	110.00
	Per wired funds transfer	\$	15.00
	Per ACH credit / debit per funds transfer	\$	0.10
OTHER FEES			
	PCI Non-compliance Fee (Monthly rate) per MID, to be assessed if the Customer is found to be PCI non-compliant, not to exceed \$75.00 total.	\$	25.00
NOTES			

SERVICE FEE MODEL

CREDIT CARD PROCESSING FEES			
Mastercard	Credit card account updater fee If & when available and option selected/elected	\$	1.00
Visa	Per chargeback request or return processed	\$	25.00
Discover	Mastercard-Visa-Discover-AMEX acquired gross purchase sale %		3.00 %
AMEX			

Customer:	Vermont Systems:
Islamorada Village of Islands	RecTrac, LLC d/b/a Vermont Systems
DocuSigned by: AE1528476/254ER	Signed by: D56F2EAECDD044D...
By: Sheila Denoncourt Date: 2/27/2025 Its: Acting Village Manager	By: Patrick Hayden Its: President Date: 2/27/2025



12/18/2024

Quote Number: QUO-16730-D4S8B1

Software Pricing is valid for 120 Days
Hardware Pricing is Subject to Change

Prepared For: Islamorada Parks & Recreation

Prepared By: Dylan Greer (Sales Executive)

Islamorada, FL

Email: DylanG@vermontsystems.com

Contact Name: Anne Onsgard, Founders Park Program Manager

Toll Free: 877-883-8757

Contact Email: anne.onsgard@islamorada.fl.us

Direct Phone: 802-255-2151

Contact Phone: 305-853-1685

Explanation of Quote: RecTrac 3.1 Pricing

Notes:

Application Software Add-Ons	Qty	Unit Price	Discount	Price
WebTrac App Base - One Time Setup Fee †(215)	1	\$2,000.00	\$1,000.00	\$1,000.00
			Tax:	\$0.00
			Total:	\$1,000.00

Services (recurring)	Qty	Unit Price	Monthly	Discount	Price
Software Subscription					
Workgroup/Advanced Software Subscription Bundle - 6-10 Users †(218)	1	\$1,095.00	\$766.50	\$328.50	\$9,198.00
WebTrac App Base Level (2-9 RecTrac Users) †(216)	1	\$315.00	\$230.00	\$85.00	\$2,760.00
				Tax:	\$0.00
				Total:	\$11,958.00

Services (non-recurring)	Qty	Unit Price	Price
Vermont Systems Scheduled Service Cancellation Policy			
Cancellation Fee Policy - See Footnotes †(201)	1	\$0.00	\$0.00

Training & Expenses	Qty	Unit	Unit Price	Price	
3.1 Discovery Time - Remote	8.0	Hour	\$125.00	\$1,000.00	
Setup/Training Time - Remote (estimated)	62.0	Hour	\$125.00	\$7,750.00	
WebTrac Setup & Configuration	6.0	Hour	\$125.00	\$750.00	
				Tax:	\$0.00
				Total:	\$9,500.00

TOTALS:				
Application Software Add-Ons				\$1,000.00
Services (recurring) (prorated year 1)				\$11,958.00
Training & Expenses				\$9,500.00
			Total:	\$22,458.00

For planning purposes, the annual recurring cost will be: \$11,958.00



**The following terms and conditions apply to the Agreement as follows:**

1. **Records.** VS shall keep books and records and require any and all subcontractors to keep books and records as may be necessary in order to record complete and correct entries as to personnel hours charged to this engagement, and any expenses for which VS expects to be reimbursed, if applicable. Such books and records will be available at all reasonable times for examination and audit by CUSTOMER and shall be kept for a period of three (3) years after the completion of all work to be performed pursuant to this Agreement. Incomplete or incorrect entries in such books and records will be grounds for disallowance by CUSTOMER of any fees or expenses based upon such entries.
2. **Public Records.** CUSTOMER is a public agency subject to Chapter 119, Florida Statutes. To the extent that VS is acting on behalf of CUSTOMER pursuant to Section 119.0701, Florida Statutes, VS shall:
 - (a) Keep and maintain public records that ordinarily and necessarily would be required to be kept and maintained by CUSTOMER were CUSTOMER performing the services under this Agreement;
 - (b) Provide the public with access to such public records on the same terms and conditions that the Customer 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 CUSTOMER, at no cost, all public records in possession of the VS upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the CUSTOMER.

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

3. **Ownership of Documents.** Reports, surveys, plans, studies and other data provided in connection with this Agreement are and shall remain the property of CUSTOMER, upon payment to VS pursuant to the payment terms of this Agreement.
4. **No Contingent Fees.** VS warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the VS, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for VS, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the CUSTOMER shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.
5. **E-Verify.** VS shall comply with Section 448.095, Fla. Stat., "Employment Eligibility," including the registration and use of the E-Verify system to verify the work authorization status of employees. Failure to comply with Section 448.095, Fla. Stat. shall result in termination of this Contract. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this Agreement is terminated for a violation of the statute by VS, VS may not be awarded a public contract for a period of 1 year after the date of termination.
6. **Scrutinized Companies.**
 - (a) VS certifies that it and its subconsultants are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if the VS or its subconsultants are found to have submitted a false certification; or if VS, or its subconsultants are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
 - (b) If this Agreement is for more than one million dollars, VS certifies that it and its subconsultants are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if VS, its affiliates, or its subconsultants are found to have submitted a false certification; or if VS, its affiliates, or its subconsultants are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.
 - (c) VS agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.
 - (d) As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.
7. **Noncoercive Conduct for Labor or Services.** In accordance with Section 787.06, Florida Statutes, the VS has attested to the affidavit incorporated herein that VS does not use coercion for labor or services.
8. **Governing Law.** This Agreement shall be governed by the laws of the State of Florida with venue lying in Monroe County, Florida.
9. **Disputes.** Any claim, objection, or dispute arising out of the terms of this Agreement shall be litigated in the Sixteenth Judicial Circuit Court in and for Monroe County.

Affidavit Attesting to Noncoercive Conduct for Labor or ServicesNongovernment Entity name: RecTrac LLC, d/b/a Vermont Systems ("Vendor")Vendor FEIN: 03-0298641Address: 12 Market PlaceCity: Essex Junction State: VT Zip: 05452Phone number: (802) 879-6993Email Address: PatrickH@VermontSystems.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.





12/18/2024

Quote Number: QUO-16730-D4S8B1

Software Pricing is valid for 120 Days
Hardware Pricing is Subject to Change

† Footnotes:

201 Scheduled Service Cancellation Fees:

10% of the price per scheduled block of time/minimum \$175.00

How to avoid Cancellation Fees:

- Hourly Services – Customer is required to provide notice at least 3 business days prior to the scheduled training.
- Multi Day or On-Site Services – Customer is required to provide notice at least 3 weeks prior to the scheduled training.

215 WebTrac App - One Time Initial Setup Fee (includes 4 hours of application training, remote based)

Billing Note: Billing for WebTrac App Setup fee will occur on the date of the App Implementation kick off call.

216 WebTrac App - Base level

The WebTrac App requires an Apple Developer License, which you as the App account owner must provide. The annual subscription fee for this license is \$99 (Paid directly to Apple).

Billing Note: Billing for WebTrac App will occur on the date of the App Implementation kick off call.

218 Vermont Systems RecTrac Workgroup/Advanced Software Bundle for 6-10 Users includes:

VS Standard Level Hosting

RecTrac/WebTrac for:

- Activity Registrations
- Facility Reservations
- Pass Management/Memberships
- POS/Inventory/Tickets/Gift Cards
- Equipment/Site Rentals
- League Scheduling
- POS Theatre/Venue Ticketing (Venue Seating
- Trip Reservations Management
- Locker Management
- Personal Trainer Scheduling
- IntelliTrac Business Intelligence
- Mobile RecTrac – Staff Interface
- Contract Management
- WebTrac Virtual Waiting Room (if needed)
- RecTrac API Access
- PayTrac (with 3 Mids) Ecom/Retail/MOTO at PayTrac List rate: 2.65% & \$.25 per trans
- SMS Texting (30k Texts/yr)
- RecTrac Installment Billing Option
- GL Interface - Standard Template Option
- Activity Brochure Standard Template Option
- RecTrac SSO (Single Sign-on)
- Accrual Processing

Additional features, modules and capabilities are available at the Premium Subscription Bundle Level.

Add-on options are also available, including the WebTrac App, Access Control, Kiosk, GolfTrac, MainTrac, additional SMS Texts, additional PayTrac MIDs & Elevate Standard/Premium.





VERMONT SYSTEMS

12/18/2024

Quote Number: QUO-16730-D4S8B1

Software Pricing is valid for 120 Days
Hardware Pricing is Subject to Change

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

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

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

Written Declaration

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

By: 

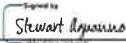
Authorized Signature

Print Name and Title: Patrick Hayden, President

Date: 2/27/2025

VS

WITNESS:

By: 

Print Name: Stewart Aguanno

Title: VP Sales

Date: 2/27/2025





08/25/2025

Quote Number: QUO-19478-H2P2Q6

Software Pricing is valid for 120 Days
Hardware Pricing is Subject to Change

Prepared For: Islamorada Parks & Recreation

Islamorada, FL

Contact Name: Anne "Annie" Onsgard, Park & Program Manager**Contact Email:** anne.onsgard@islamorada.fl.us**Contact Phone:** 305-395-1464**Prepared By:** Paige Bushey (Sales Administrator)**Email:** PaigeB@vermontsystems.com**Toll Free:** 877-883-8757**Direct Phone:****Explanation of Quote:** Hardware & Key Fobs**Notes:** All Vermont Systems invoices paid via credit card will have a 3% processing fee applied.

Services (non-recurring)	Qty	Unit Price	Price
Vermont Systems Scheduled Service Cancellation Policy			
Hardware Payment Deposit Policy - for \$5k+ Orders - See Footnotes †(14)	1	\$0.00	\$0.00
Hardware & Supplies	Qty	Unit Price	Price
Bar Code Scanners			
Honeywell Genesis 7680G 1D/2D Barcode scanner - USB †(2)	3	\$585.00	\$1,755.00
MK7680G Custom Configuration for VSI software †(4)	3	\$0.00	\$0.00
Receipt Printers			
Star TSP143IIIU, 40 col Thermal Receipt Printer, USB, Cutter †(3)	3	\$380.00	\$1,140.00
Cash Drawers			
Star CD3-1616BK55-S2 Cash Drawer Dumb, 16"x16", Blk, 5B/5C, Cable 1 included †(6)	2	\$250.00	\$500.00
Tablet			
M10 Windows 11 Tablet †(8)	1	\$1,895.00	\$1,895.00
M10 Shoulder Strap †(10)	1	\$30.00	\$30.00
M10 Payment Bracket Link 2500 †(11)	1	\$160.00	\$160.00
Payment Card Readers			
Ingenico Lane 3600 Credit Card Terminal, Ethernet (no signature) †(12)	3	\$571.00	\$1,713.00
Ingenico Link 2500 Companion Wireless Card Reader †(13)	2	\$490.00	\$980.00
Key Fobs - Preprinted			
Key Fob, Teslin, Preprinted, 4/1, Qty 5000 †(18)	5000	\$0.42	\$2,100.00
Shipping (FOB Origin):			\$331.00
Tax:			\$0.00
Total:			\$10,604.00

TOTALS:

Hardware & Supplies	\$10,604.00
Total:	\$10,604.00



† Footnotes:

- 2 Product may be returned within 30 days of sale with valid RMA number
- 3 Includes power supply, power cord, auto cutter and cable. Wall mountable.
Product may be returned within 30 days of sale with valid RMA number
- 4 Custom Configuration for VS application software, so plug and play out of the box.
- 6 Product may be returned within 30 days of sale with valid RMA number
- 8 M10 Tablet, Windows 11 Intel® Alder Lake N200, 10.1" screen, 8GB memory, 128GB Storage, built in barcode scanner, hand strap, battery

Product may be returned within 30 days of sale with valid RMA number
- 10 Product may be returned within 30 days of sale with valid RMA number
- 11 Product may be returned within 30 days of sale with valid RMA number
- 12 Purchase includes power supply & ethernet cable
- 13 Mobile Card Reader device option.
- 14 VS Hardware Payment Deposit Policy/Fees:
For any hardware order of \$5k or more, a 50% deposit payment will be required prior to VS ordering the hardware. A deposit invoice will be provided by Vermont Systems.
Approved payment methods include: check, ACH/direct deposit and credit card (note: credit card payments will be assessed a 3% service fee for card processing)
- 18 4/1 = 4 color logo on front, 1 color barcode on back
Pricing is determined by the quantity ordered, number of colors and one side or two sided pre-printing. Please note that this quote is an estimate and actual print costs may vary somewhat due to over runs, etc.
Delivery - be sure to allow 4 to 6 weeks after the you have approved the proof copy of the keyfob.



Council Communication

To: Mayor and Village Council
From: Terry Abel, Fire Chief
Date: September 9, 2025
SUBJECT: **Resolution Approving the Purchase of Extrication Rescue Struts from Southern Rescue Tools TAB 8**

Background:

The Village Fire Rescue Department is currently using three different types of at least 10 year old extrication struts for rescue services. Due to its age, prolonged use, lack of interoperability and changes in new extrication gear that makes new equipment safer and more efficient to set up with more uses than current varied sets of struts. The Fire Rescue Department would like to purchase three matching sets of APEX rescue struts, one for each of the three engines to utilize during emergencies. Having uniformed equipment is critical so all the struts work the same, are interchangeable on scene. The new features with the struts decrease set up time, increase carrying capacity and has built in safety features make the newer system a much better option to utilize.

Analysis:

The attached resolution would approve the purchase of a three (3) set of APEX Extrication Struts from Southern Rescue Tools in the amount of \$30,258.00 with shipping. The proposed purchase of the extrication struts utilized by Fire Rescue for emergency extrications and the current extrication struts would be declared surplus and removed from inventory per Village Fixed Asset Policy.

Staff obtained 3 quotes for these materials pursuant to the Village's purchasing policies. Based upon the quotes, staff recommends approval of the Southern Rescue Tools quote.

Budget Impact:

Funds in the amount of \$28,000.00 for this purchase were budgeted in the adopted FY 2024-2025 Fire Rescue Capital Outlay account in the Capital Project Fund. The proposed expenditure for the purchase of three sets of extrication struts with shipping authorized by this Resolution would be \$30,258.00. Proceeds from auctioning the existing three sets of struts would be reflected as revenue within the Capital Project Fund to offset the costs of the new purchase.

Staff Impact:

There is no staff impact associated with this purchase.

Recommendation:

It is recommended that the Village Council adopt the Resolution, thereby approving the budgeted purchase of three sets of APEX Extrication Struts for the Village Fire Rescue department.

Attachments: 1. Reso_Fire_APEX STRUTS Purchase
 2. EXTRICATION STRUT QUOTE 1

RESOLUTION NO.

**A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA,
VILLAGE OF ISLANDS, FLORIDA, APPROVING THE PURCHASE
OF APEX EXTRICATION STRUT KITS FROM SOUTHERN RESCUE
TOOLS FOR THE VILLAGE FIRE RESCUE DEPARTMENT;
AUTHORIZING THE VILLAGE MANAGER TO EXECUTE
NECESSARY DOCUMENTS; AUTHORIZING THE VILLAGE
MANAGER TO EXPEND BUDGETED FUNDS; AND PROVIDING
FOR AN EFFECTIVE DATE**

WHEREAS, Islamorada, Village of Islands (the "Village") needs a new extrication struts for the Village Fire Rescue Department; and

WHEREAS, funds in the amount of \$28,000.00 for the purchase of a new extrication struts for the Village Fire Rescue Department were budgeted in the Fire Rescue Capital Outlay budget in the adopted FY 2024-2025 Capital Projects Fund; and

WHEREAS, the Village Council of Islamorada, Village of Islands (the "Village Council") desires to approve the purchase of three (3) APEX Extrication Struts from Southern Rescue Tools at a cost not to exceed the prices set forth in Exhibit "A" attached hereto; and

WHEREAS, the Village Council finds that the purchase of three (3) sets of APEX Extrication Struts for the Fire Rescue Department 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 Purchase. The Village Council hereby approves the purchase of three (3) sets of APEX Extrication Struts for the Village Fire Rescue Department, at a cost not to exceed Thirty Thousand Two Hundred Fifty-Eight (\$30,258.00), 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 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 imposed upon the Village Manager pursuant to the Village's Purchasing Procedures Ordinance, the Village Manager is authorized to expend budgeted funds to purchase the fire equipment.

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

Motion to adopt by _____, seconded by _____.

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

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

PASSED AND ADOPTED THIS ____ DAY OF _____, 2025.

SHARON MAHONY, 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

ESTIMATE

Southern Rescue Tools, LLC
1021 Parkview Lane
Largo, FL 33770

Southernrescuetools@gmail.com
+1 (727) 517-5505
www.southernrescuetools.com



Bill to
LT Andres Ardila
Islamorada Fire Department
86800 Oversea's Highway
Islamorada, FL 33036

Ship to
LT Andres Ardila
Islamorada Fire Department
86800 Oversea's Highway
Islamorada, FL 33036

Estimate details
Estimate no.: 4019
Estimate date: 08/25/2025

#	Date	Product or service	Description	Qty	Rate	Amount
1.		APX-2KIT APEX 2 Strut Kit	APEX 2 Strut Kit- APEX includes 2 Apex struts, 2- Jacks, 1-Ratchet strap w/ wire hooks, 2 ratchet straps w/snaps, 2 clusters, 2 - 4' chains w 8" J hooks, 1- Grade 80 chain, ,	3	\$9,761.00	\$29,283.00
2.			Pricing does not include shipping charges.			\$0.00

Note to customer

This estimate is valid for 90 days and does not include shipping charges.

Please call Tonya @ 727-517-5505 with any questions.

Subtotal	\$29,283.00
Shipping	\$975.00
Total	\$30,258.00

Accepted date Accepted by



Council Communication

To: Mayor and Village Council
From: Hatti Jenkins, Finance Director
Date: September 9, 2025
SUBJECT: **Resolution Approving First Amendment to Police Service Agreement 2025-2026 TAB 9**

Background:

On October 1, 2024, the Village Council adopted Resolution No. 24-09-91, thereby approving a five (5) year contract (the "Contract") between Islamorada, Village of Islands (the "Village"), the Monroe County Sheriff's Office (the "MCSO") and the Monroe County Board of County Commissioners ("BOCC") for Local Police Services, beginning October 1, 2024, and ending September 30, 2029. In preparation for Year Two of the agreement, MCSO has submitted proposed updated pricing and a revision to existing contract language. In addition, the Village maintains budgetary responsibility for certain law enforcement support costs outside the MCSO contract.

Analysis:

Section 21.1 of the Contract provides for annual negotiation of payment by the Village for the second, third, fourth and fifth years of the Contract Term in sufficient time for preparation of budgets and tax rolls in September of each year. The MCSO provided proposed pricing to the Village in June 2025 for Fiscal Year 2025-2026 ("Year Two"). The proposed First Amendment to the Contract (Attachment "A" to the Resolution) would provide for Year Two Contract pricing as detailed in Exhibit "A-2025" to the First Amendment and a revision to existing contract language.

Budget Impact:

As part of the transition to Year Two of the agreement, MCSO has submitted updated pricing and a proposed amendment to contract language. The total cost of the contract would be reflected in the Village's Fiscal Year 2025-2026 budget as follows:

GENERAL FUND:

Local Law Enforcement	Professional Services	\$ 3,474,321
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CAPITAL PROJECT FUND:

Local Law Enforcement	Vehicles	<u>144,169</u>
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TOTAL CONTRACT PRICE:		\$ 3,618,490
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The MCSO's proposed pricing for Year Two includes increases from amounts budgeted for FY 2025-2026 in personnel salaries, incentives, payroll taxes, retirement contributions and health insurance to a total amount of \$538,812.

In addition to the MCSO contract costs, the Village also directly funds an administrative assistant, vehicle/boat fuel and maintenance, equipment, and miscellaneous support costs totaling approximately \$193,458.00, as reflected in the FY 2024-2025 General Fund - Local Law Enforcement operating budget. Funding for these expenses in FY 2025-2026 has been discussed during the budget workshops for a total proposed budget of \$217,325.00

MCSO is requesting to amend Section 18.6 by removing the following language:

"In the event that a boat purchased under this contract is damaged beyond repair or 'totaled' according to MCSO criteria, such boat will be replaced at MCSO cost with one that is similar or better in terms of make, model, age, mileage, and condition."

This amendment would eliminate the obligation for MCSO to replace damaged vessels as previously outlined in the contract. The Village insures the MCSO-operated vessels under its policy. In the event a vessel is damaged beyond repair or "totaled," the Village would be reimbursed through insurance proceeds. Therefore, the responsibility for replacement would no longer fall on MCSO.

Staff Impact:

Per the Contract, the Village shall continue to provide station facilities at the Village Administration Center for the Islamorada District to operate, and the Village will continue to employ an administrative assistant to assist the District Captain.

Recommendation:

It is recommended that the Village Council approve the attached Resolution, thereby authorizing a First Amendment to the Contract for Local Police Services and establishing Year Two pricing for local law enforcement services in Fiscal Year 2025-2026.

- Attachments:**
1. Attachment A - FIRST AMENDMENT Local Police Services Islamorada 2025-2026
 2. Exhibit A-2025
 3. 2024-2029 Islamorada

FIRST AMENDMENT TO CONTRACT FOR LOCAL POLICE SERVICES

This First Amendment to Contract for Local Police Services between Islamorada, Village of Islands, Monroe County Sheriff's Office, and Monroe County, is made and entered into as of the date last written below by and between Islamorada, Village of Islands, Florida, a municipal corporation of the State of Florida (the "Village"), Monroe County Sheriff's Office ("MCSO"), a subdivision of the State of Florida, and Monroe County, a political subdivision of the State of Florida ("County").

WITNESSETH

WHEREAS, In October 2024 the Village entered into a five year Contract for the provision of Local Police Services with MCSO and County (the "Contract"), a copy of which is attached as Exhibit "1," and

WHEREAS, pursuant to Section 21.1 of the Contract, compensation for Local Police Services for each fiscal year shall be set by amendment to the Contract, and

WHEREAS, the Village desires to amend the Contract to set the compensation for Fiscal Year 2025-2026 (the "First Amendment").

NOW THEREFORE, in consideration of the mutual covenants set forth in this First Amendment, the parties agree as follows:

Section 1. Amendment to Agreement. Section 2 of the Contract is amended to read as follows:

Islamorada, Village of Islands
Ron Saunders
Village Manager
86800 Overseas Highway
Islamorada, Florida 33036
Telephone: (305) 644-6400
Facsimile: (305) 664-6464

Section 2. Amendment to Agreement. Section 18 of the Contract is amended to read as follows:

18. COMPENSATION.

18.1 Village agrees to pay the sum of \$3,575,290.00 (Three Million Five Hundred Seventy Five Thousand Two Hundred Ninety Dollars) for services, equipment and supplies

provided during the second year of this Contract (10/1/2025-9/30/2026). This sum is referred to as the "Contract Price."

18.2 An analysis of the cost is provided on Exhibit "A-2026" attached hereto. Care has been taken to include in Exhibit "A-2026" all personnel cost and every item of equipment and supply necessary to provide services called for in the Contract, including those provided under Section 5 herein. However, any cost item not listed on Exhibit "A-2026" or provided at no cost pursuant to Section 5 of this Contract will be itemized and billed separately to Village.

18.3 Village shall include the total cost shown on Exhibit "A-2026" in the Islamorada municipal budget for FY 2025-2026 and make timely provision to secure the funds necessary to fund the contract. Village will pay 2/12 of the total contract price to the Clerk of Court no later than October 26, 2025 and thereafter Village will pay 1/12 of the total contract price on or before the first day of each succeeding month until the total contract price is paid. Notwithstanding the preceding sentence, Village's monthly prorated payment shall be based upon the Contract Price in effect for each fiscal year of the term.

18.6 Approval from the Village Council shall be required prior to a boat being purchased. Boats purchased under this contract by MCSO for use in the Village shall be titled to and insured by the Sheriff. The Village will reimburse MCSO for such boats in accordance with terms agreed upon for each necessary purchase, and will pay for fuel, routine maintenance, and other ordinary operating costs actually incurred by the Sheriff on the Village's behalf. At the end of their useful life, or in the event of a termination of the Contract pursuant to Section 4, the Village shall have the option, in its sole discretion, to take title to the boats for \$1 (one dollar) each, provided any outstanding purchase price balance owed to MCSO on a particular boat is satisfied. *****

Section 3. Second Year Payment Terms. Exhibit "A-2025" of the Contract is replaced in their entirety with replacement Exhibit "A-2026" dated May 28, 2025, attached. All references to Exhibit "A" in the Contract shall be from October 1, 2025 forward refer to the replacement Exhibit "A-2026".

Section 4. No Further Modifications. All other provisions of the Contract, other than as specifically addressed herein, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have accepted, made and executed this First Amendment upon the terms and conditions above stated on the day and year last below written.

VILLAGE:

By: _____
Mayor

Date: _____

Attest:

By: _____
Village Clerk

Date: _____

Approved as to form and legal sufficiency
for the
exclusive use and benefit of Islamorada,
Village of Islands:

By: _____
Village Attorney

Date: _____

**MONROE COUNTY SHERIFF'S
OFFICE:**

By: _____
Richard A. Ramsay, Sheriff

Date: _____

Monroe County Sheriff's Office
Approved as to form

By: _____
Patrick McCullah, General Counsel

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

By: _____
Mayor/Chairman

Date: _____

Attest: Kevin Madock, Clerk of Court

By: _____
Deputy Clerk

Date: _____

(SEAL)

**MONROE COUNTY ATTORNEY
APPROVED AS TO FORM**

By: _____
County Attorney

Date: _____

EXHIBIT- A 2025

12-Jun-25

Updated by: Jill Cranney-Black
BUDGET - ISLAMORADA
2 YEAR COMPARISON FOR FYE 2025 TO FYE 2026

	ADOPTED BUDGET FYE 2025	PROPOSED BUDGET FYE 2026	DIFFERENCE + OR (-)
<u>PERSONNEL SERVICES</u>			
Headcount	18.0	18.0	-
Executive Salary	-	-	-
Regular Salaries	1,664,929	1,968,757	303,828
Overtime	82,413	97,626	15,213
Incentive	13,199	14,759	1,560
Employer Taxes	134,681	159,207	24,526
Retirement Contribution	560,273	710,757	150,484
Life & Health Insurance	2,000	2,000	-
Unemployment Compensation	-	-	-
Total Personnel Services	2,457,496	2,953,108	495,612
<u>OPERATING EXPENSES</u>			
Expenses Other Than Salaries	-	-	-
Professional Services	4,750	4,750	-
Other Contractual Services	-	-	-
Investigations	-	-	-
Travel & Per Diem	1,500	1,500	-
Communications	9,500	9,500	-
Freight & Postage	100	100	-
Utility Services	-	-	-
Rentals	-	-	-
Insurance	53,000	53,000	-
Repairs & Maintenance	92,641	92,641	-
Printing	-	-	-
Advertising	-	-	-
Office Supplies	2,050	2,050	-
Operating Supplies	12,185	12,185	-
Books/Subscriptions/Memberships	1,000	1,000	-
Tuition	-	-	-
Training	2,000	2,000	-
Total Operating Expenses	178,726	178,726	-
<u>CAPITAL OUTLAY</u>			
Other Building Improvements	-	-	-
Automobiles/Machinery/Equip.	144,169	144,169	-
Total Capital Outlay	144,169	144,169	-
<u>OTHER USES</u>			
Aids to Government Agencies	-	-	-
Aids to Private Organizations	-	-	-
Intragovernmental Transfers	-	-	-
Total Other Uses	-	-	-
TOTAL SHERIFF'S BUDGET	2,780,391	3,276,003	495,612
COUNTY COSTS:*			
- Health Insurances	257,904	301,104	43,200
- Worker's Compensation	41,383	41,383	-
- County Allocation	-	-	-
Total County Expenses	299,287	342,487	43,200
*Estimates			
TOTAL BUDGET	3,079,678	3,618,490	538,812



Kevin Madok, CPA

Clerk of the Circuit Court & Comptroller – Monroe County, Florida

DATE: November 7, 2024

TO: Tamara Snider
Executive Assistant

FROM: Liz Yongue, Deputy Clerk

SUBJECT: October 16, 2024 BOCC Meeting

The following item has been executed and added to the record:

O1 Agreement for Local Police Service with Islamorada, Village of Islands, for Fiscal Years 2024 through 2029.

Should you have any questions please feel free to contact me at (305) 292-3550.

cc: County Attorney
Finance
File

KEY WEST
500 Whitehead Street
Key West, Florida 33040

MARATHON
3117 Overseas Highway
Marathon, Florida 33050

PLANTATION KEY
88770 Overseas Highway
Plantation Key, Florida 33070

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

1. Purpose.

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

2. Parties/Notice.

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

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

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

Monroe County
County Administrator Christine Hurley
1100 Simonton Street

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

3. Term.

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

4. Termination and Remedies.

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

5. Scope of Purchased Services.

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

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

One (1) Lieutenant;

Four (4) Sergeants;

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

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

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

6. Overtime/Off Duty Details.

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

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

- 6.2 Nothing in this Contract shall require MCSO to take any action contrary to any collective bargaining agreement to which MCSO is a party, to the collective bargaining rights of any MCSO employee, or federal, state, or local employment or civil rights law.
- 6.3 The Captain or their designee shall attend the Manager's weekly staff meetings and such other meetings as the Manager shall reasonably request, e.g. those of the Village Council.

7. Additional Services.

- 7.1 MCSO shall provide professional police Services that encompass all those duties and functions of the type coming within the jurisdiction of, and customarily rendered by, municipal police departments and the Office of the Sheriff of Monroe County, in accordance with the Village Code and Charter of Islamorada, Village of Islands, and with Florida Statutes. MCSO shall also provide the following Services to the Village at no additional charge or expense, on the same basis as they are provided to all residents of Monroe County who pay County-wide taxes for these Services:
 - a. Aviation / Air trauma transport
 - b. Mobile Command Post
 - c. Bailiffs and other court personnel
 - d. Bomb squad
 - e. Civil process services
 - f. Crime scene investigative / processing services
 - g. Crime Analyst services
 - h. Dive team services
 - i. Finance services
 - j. Hostage negotiation services
 - k. Human resources services
 - l. Information technology
 - m. Internal investigations
 - n. Juvenile offender diversion services
 - o. Major crimes detectives and investigative services, including homicide, arson, sexual crimes, child abuse and neglect, narcotics and coordination of regional, statewide and national

investigations and all other investigations as outlined in MCSO policy.

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

8. Assignment of Personnel and Selection of District Captain.

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

9. Procedure for Selection of District Captain and Lieutenant.

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

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

10. Complaints Regarding Officers.

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

11. Responsibility for Ultimate Control.

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

1
establishment of standards of performance and conduct, hiring, promotion, discipline and termination, labor relations, as well as all other matters necessary or incidental to the performance of such Services.

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

12. MCSO Responsibilities.

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

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

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

14. Enforcement of Municipal Ordinances.

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

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

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

15. Legal Claims, Notices of Suit and Lawsuits.

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

16. Uniforms and Marking of Patrol Vehicles and Vessels.

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

17. Records/ Inspection/Audit.

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

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

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

18. Compensation.

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

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

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

19. Cost Reports and Cost /Contract Price Options.

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

20. Year –End Reconciliation.

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

21. Future Year Pricing.

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

22. Traffic Fines and Forfeitures.

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

23. Florida Contraband Forfeiture Act Proceeds.

23.1 The parties shall determine an equitable share for the Village of proceeds of any forfeiture pursuant to the Florida Contraband Forfeiture Act in cases involving the participation of officers assigned to the Islamorada District. This share shall be based upon the ratio that the Islamorada District's participation bears to the participation of all law enforcement agencies participating in the criminal case, seizure and subsequent forfeiture. This share shall be deposited by MCSO into the Sheriff's Law Enforcement Trust Fund for the Sheriff's use in the Village. The Village may apply to the Sheriff for the use of such funds consistent with the limitations of the Contraband Forfeiture Act. The Sheriff agrees to submit such request to the Monroe County Board of County Commissioners for appropriation, and upon appropriation, will use the funds for the intended purpose.

23.2 The parties agree that the decision to use or dispose of personal or real property, or currency, seized within the Village shall be in the sole discretion of MCSO. If MCSO elects to use seized personal property outside of the Village or to sell seized real estate within the Village, MCSO shall allocate funds to the Law Enforcement Trust Fund in amount to the Village's equitable share of the market value of the property less liens, mortgages, encumbrances and cost to MCSO for the seizure and forfeiture. In both cases the allocated share shall be earmarked for use by MCSO within the Village.

23.3 MCSO will make every possible good faith effort to provide the Village with periodic reports detailing all pending forfeiture or seizure cases within the Village, the status of such cases, and all real and personal property, and currency or funds forfeited or seized.

24. Indemnification.

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

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

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

25. Transition.

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

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

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

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

26. Station Facilities and Office Expenses.

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

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

27. Law Enforcement Educational Assessments.

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

28. Mutual Aid.

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

29. Paragraph Headings Not Dispositive.

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

30. No Presumption Against Drafter.

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

31. **Entire Agreement/Modification/Amendment.**

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

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

MONROE COUNTY SHERIFF'S OFFICE

By: _____

Richard A. Ramsay

Date Executed: 10/01/20

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

By: _____

General Counsel

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

By: _____

Signed by:

Joseph B. Pinder III

F8EB3A68BD794EF...

Mayor

Date Executed: 10/1/2024

ATTEST:

By: DocuSigned by:
Mame E. McGrath
Village Clerk

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

By: Signed by:
[Signature]
Village Attorney

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

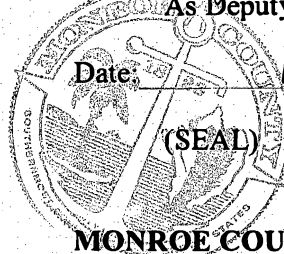
By: [Signature]
Mayor/Chairman

Date: 10/16/2024

Attest: , Kevin Madok Clerk of Court

By: [Signature]
As Deputy Clerk

Date: 10/16/2024



MONROE COUNTY ATTORNEY
APPROVED AS TO FORM

FILED FOR RECORD

2024 NOV -7 PM 4:29

CLK, CIR, CL
MONROE COUNTY, FLA

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM
[Signature]
PEDRO J. MERCADO
ASSISTANT COUNTY ATTORNEY
Date 10/9/24

By: _____
Sr. Assistant County Attorney

Date: _____

Exhibit A 2024

29-May-24

Updated by: Jill Cranney-Black BUDGET - ISLAMORADA 2 YEAR COMPARISON FOR FYE 2024 TO FYE 2025

	ADOPTED BUDGET FYE 2024	PROPOSED BUDGET FYE 2025	DIFFERENCE + OR (-)
<u>PERSONNEL SERVICES</u>			
Headcount	18.0	18.0	-
Executive Salary	-	-	-
Regular Salaries	1,575,371	1,664,929	89,558
Overtime	78,489	82,413	3,925
Incentive	12,600	13,199	600
Employer Taxes	127,484	134,681	7,197
Retirement Contribution	520,899	560,273	39,374
Life & Health Insurance	2,000	2,000	-
Unemployment Compensation	-	-	-
Total Personnel Services	2,316,842	2,457,496	140,654
<u>OPERATING EXPENSES</u>			
Expenses Other Than Salaries	-	-	-
Professional Services	4,750	4,750	-
Other Contractual Services	-	-	-
Investigations	-	-	-
Travel & Per Diem	1,500	1,500	-
Communications	9,500	9,500	-
Freight & Postage	100	100	-
Utility Services	-	-	-
Rentals	-	-	-
Insurance	43,000	53,000	10,000
Repairs & Maintenance	79,391	92,641	13,250
Printing	-	-	-
Advertising	-	-	-
Office Supplies	2,050	2,050	-
Operating Supplies	12,185	12,185	-
Books/Subscriptions/Memberships	1,000	1,000	-
Tuition	-	-	-
Training	2,000	2,000	-
Total Operating Expenses	155,476	178,726	23,250
<u>CAPITAL OUTLAY</u>			
Other Building Improvements	-	-	-
Automobiles/Machinery/Equip.	144,169	144,169	-
Total Capital Outlay	144,169	144,169	-
<u>OTHER USES</u>			
Aids to Government Agencies	-	-	-
Aids to Private Organizations	-	-	-
Intragovernmental Transfers	-	-	-
Total Other Uses	-	-	-
TOTAL SHERIFF'S BUDGET	2,616,487	2,780,391	163,904
COUNTY COSTS:*			
- Health Insurances	257,904	257,904	-
- Worker's Compensation	42,708	41,383	(1,325)
- County Allocation	-	-	-
Total County Expenses	300,612	299,287	(1,325)
*Estimates			
TOTAL BUDGET	2,917,099	3,079,678	162,579
			5.57%



Council Communication

To: Mayor and Village Council
From:
Date: September 9, 2025
SUBJECT: **Resolution Approving Reimbursement of Legal Expenses to Certain Village Officials and Former Village Official for Defense of SAO Investigation TAB 10**

Background:

In or about January 2025, an investigation was opened by the Monroe County State Attorney's Office in relation to alleged Sunshine Law violations ("SAO Investigation"). On or about July 28, 2025, the Monroe County State Attorney's Office "concluded there was no violation of Florida's Government in the Sunshine Law (§286.011, Fla. Stat.) in connection with the January 7, 2025, resignation of Islamorada Village Manager Rob Cole. The investigation is now formally closed." The Monroe County State Attorney further stated that "[w]e pursued this investigation with the highest level of scrutiny and, after extensive interviews, document reviews and analysis of communication records, we found no violation of Florida's Sunshine Law. While the community's concerns were valid and warranted examination, the resignation process was conducted lawfully."

The Village Code provides for the reimbursement of legal expenses for the successful defense of a criminal investigation. In addition, Florida common law also allows for the reimbursement of legal expenses for the successful defense of a matter arising out of and/or in connection with the performance of a Village Official's official duties and serves a public purpose.

Additional information about the Village Officials' respective attorneys on this matter can be found here:

Mayor Mahoney and former Councilmember Pinder: [Law Office of Hal Sschuhmacher](#)

Vice Mayor Horton: [Robertson & Hunter](#)

Councilmember Gillis: [Rayme L. Suarez, Esq.](#)

Village Attorneys Quick and Smith: [Gelber, Schachter & Greenberg](#)

Analysis:

The attached resolution approves the following payments for legal expenses:

1. \$2,500.00 to Sharon Mahoney in connection with the legal services provided to Mayor Mahoney by Hal Schuhmacher, P.A.;
2. \$3,570.00 to Don Horton in connection with the legal services provided to Vice Mayor Horton by Robertson & Hunter, LLP;
3. \$5,000.00 to Deb Gillis in connection with the legal services provided to Councilmember Gillis by the Law Offices of Rayme L. Suarez;

4. \$3,000.00 to Joseph B. Pinder, III in connection with the legal services provided to former Councilmember Pinder by Hal Schuhmacher, P.A.;
5. \$3,000.00 to Gelber Schachter & Greenberg, P.A. in connection with the legal services provided to Village Attorney Quick by Gelber Schachter & Greenberg, P.A.; and
6. \$3,000.00 to Gelber Schachter & Greenberg, P.A. in connection with the legal services provided to Village Attorney Smith by Gelber Schachter & Greenberg, P.A.

Budget Impact:

The payments would be expensed to the Village Council Professional Services expenditure account in the General Fund. If needed, a budget amendment would be presented to the Village Council at the end of the fiscal year to address any budget overage in this account.

Staff Impact:

The Finance Department will process the payments.

Recommendation:

Staff recommends adoption of the attached resolution, thereby approving the payments for reimbursement of legal services relating to the now closed SAO investigation.

- Attachments:**
1. 4BM712103-Resolution for reimbursement of legal fees re SAO investigation related to multiple Village Officials (Final)
 2. Invoice - Mahoney
 3. Invoice - Horton
 4. Invoice - Horton 2
 5. Invoice - Gillis
 6. Invoice - Quick and Smith
 7. Invoice - Pinder
 8. Invoice - Pinder2

RESOLUTION _____

**A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA,
VILLAGE OF ISLANDS, FLORIDA, AUTHORIZING THE PAYMENT
OF LEGAL EXPENSES RELATED TO THE REPRESENTATION OF
CERTAIN VILLAGE OFFICIALS IN THEIR OFFICIAL CAPACITIES;
PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN
EFFECTIVE DATE.**

WHEREAS, in or about January 2025, an investigation was opened by the Monroe County State Attorney's Office in relation to alleged Sunshine Law violations ("SAO Investigation"); and

WHEREAS, thereafter, certain Village Officials retained legal counsel to respond to inquiries from the Monroe County State Attorney's Office; and

WHEREAS, Section 2-33(b) of the Village Code states as follows: "Defense of Officials. The village council shall reimburse any Official for his/her Legal Expenses incurred in successfully defending any criminal, civil, ethics, and/or administrative legal action brought against the Official for any action taken by the Official while acting within the scope of his/her duties and responsibilities. This provision includes instances when such Official is charged with a violation of any provision of the Code of Ethics for Public Officers and Employees, Part III, Chapter 112, Florida Statutes, or any applicable Village ethics ordinances. The provision of Legal Defense is limited to the payment of Legal Expenses to Counsel for the purpose of defending actions or proceedings in accordance with the provisions of this section. This section shall not apply to any action brought or initiated by the Village against an Official."; and

WHEREAS, Section 2-33(a)(1) of the Village Code defines Official as follows: "The term *"Official"* shall mean solely the following: the Mayor, all members of the Village Council, the

Village Manager, the Village Clerk, the Village Attorney, the Finance Director, the Public Works Director, the Building Official, and all Village department heads.”; and

WHEREAS, Section 2-33(d) of the Village Code further states, *inter alia*, that “[s]uch reimbursement shall be authorized by the village council only at such time as it is finally determined in the litigation that the Official (if he/she is still serving as such) is not liable for his/her actions taken within the scope of his/her duties and responsibilities as an Official.”; and

WHEREAS, Section 2-33(g) of the Village Code also states, *inter alia*, that “[t]he provisions of this section shall apply to all actions and proceedings pending upon or instituted after the effective date of this section. As used herein, an action shall be construed to be pending where the action has not been tried, or if tried where the judgment has not become final by reason of the completion of any appellate proceedings.”; and

WHEREAS, in addition to the provisions of the Village Code, Florida common law allows for the reimbursement of legal expenses in connection with the defense of a matter challenging actions taken in an official capacity in certain circumstances; and

WHEREAS, on or about July 28, 2025, the Monroe County State Attorney’s Office “concluded there was no violation of Florida’s Government in the Sunshine Law (§286.011, Fla. Stat.) in connection with the January 7, 2025, resignation of Islamorada Village Manager Rob Cole. The investigation is now formally closed.”;

WHEREAS, the Monroe County State Attorney further stated that “[w]e pursued this investigation with the highest level of scrutiny and, after extensive interviews, document reviews and analysis of communication records, we found no violation of Florida’s Sunshine Law. While

the community's concerns were valid and warranted examination, the resignation process was conducted lawfully."; and

WHEREAS, in light of the foregoing, the following Village Officials seek reimbursement of their legal expenses incurred in their official capacities: Mayor Mahoney, Vice Mayor Horton, Councilmember Gillis, former Councilmember Pinder, and Village Attorneys Quick and Smith, as set forth more fully in Section 2 herein; and

WHEREAS, the Village Council finds the legal expenses to be reasonable and agrees to pay for such legal expenses and authorizes the Village Manager to take all steps necessary to effectuate the intent and purpose of this Resolution; and

WHEREAS, the Village Council finds that the SAO Investigation arises out of and/or is in connection with performance of the official duties of the Village Officials and serves a public purpose; and

WHEREAS, the Village Council finds that this Resolution is in the best interest and welfare of the residents of the Village.

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

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

Section 2. **Payment of Legal Expenses Approved.** The Village Council hereby approves the following payments for reimbursement of legal expenses in connection with the defense of Village Officials in his/her official capacity as Village officials:

1. \$2,500.00 to Sharon Mahoney in connection with the legal services provided to Mayor Mahoney by Hal Schuhmacher, P.A.;
2. \$3,570.00 to Don Horton in connection with the legal services provided to Vice Mayor Horton by Robertson & Hunter, LLP;
3. \$5,000.00 to Deb Gillis in connection with the legal services provided to Councilmember Gillis by the Law Offices of Rayme L. Suarez;
4. \$3,000.00 to Joseph B. Pinder, III in connection with the legal services provided to former Councilmember Pinder by Hal Schuhmacher, P.A.;
5. \$3,000.00 to Gelber Schachter & Greenberg, P.A. in connection with the legal services provided to Village Attorney Quick by Gelber Schachter & Greenberg, P.A.; and
6. \$3,000.00 to Gelber Schachter & Greenberg, P.A. in connection with the legal services provided to Village Attorney Smith by Gelber Schachter & Greenberg, P.A.

Section 3. **Authorization.** The Village Manager is hereby authorized to take all steps necessary to effectuate the intent and purpose of this Resolution, including any budgetary amendments which may be required.

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

Remainder of this page intentionally left blank.

Motion to adopt by _____, second by _____.

FINAL VOTE AT ADOPTION

VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS

Mayor Sharon Mahoney _____

Vice Mayor Don Horton _____

Councilman Steve Friedman _____

Councilwoman Deb Gillis _____

Councilmember Anna Richards _____

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

SHARON MAHONEY, MAYOR

ATTEST:

MARNE MCGRATH, VILLAGE CLERK

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

JOHN J. QUICK, VILLAGE ATTORNEY

Law Offices of Hal Schuhmacher
10887 Overseas Hwy
Suite 101
Marathon, FL 33050
United States
(305) 289-9397

Law Offices of Hal Schuhmacher

Sharon Mahoney

Balance \$2,500.00
Invoice # 02720
Invoice Date March 11, 2025
Payment Terms Due Date
Due Date May 01, 2025

Mahoney, Sharon 25-SAO-93-A-P (Pending Investigation)

Securely pay online

<https://law-offices-of-hal-schuhmacher.mycase.com/xnf4xm7t>



Flat Fees

Date	Item	Description	Amount
03/11/2025	Flat Fee	Retainer Fee	\$2,500.00

Flat Fee Total: **\$2,500.00**

Flat Fee Sub-Total:	\$2,500.00
Sub-Total:	\$2,500.00
Total:	\$2,500.00
Amount Paid:	\$0.00
Balance Due:	\$2,500.00

Robertson & Hunter

Attorneys at Law

Dustin Hunter, P.A.
Loriellen Robertson, P.A.
Office: (305) 735-4587

501 Whitehead Street, Suite 2
Key West, Florida 33040
Fax (888) 881-8942

August 4th, 2025

Don Horton
88888 Overseas Hwy. #9
Tavernier, FL 33070

Billing

EXPLANATION OF ACCOUNTING

<u>Dustin Hunter</u>	<u>\$350 hourly</u>	
1. 2/28/25	1.4 hours	Initial review and notes on Cole resignation and timeline. Review relevant and applicable law.
2. 2/28/25	0.4 hours	Email to attorney Quick. Discussion with client re non-disparagement. Discussion with client regarding history with assigned ASA.
3. 3/6/25	0.2 hours	Conversation with ASA Dunne regarding our representation. Discussion with client regarding subpoena.
4. 3/9/25	0.1 hours	T/C with client.
5. 3/11/25	0.70 hours	Preparation for subpoena disclosure. T/C with Quick. T/C with client.
6. 3/17/25	0.1 hours	T/C with client.
7. 4/12/25	0.1 hours	T/C with client regarding concerns related to political motivations that initiated complaint.
8. 4/16/25	0.6 hours	T/C with client on heels of RR indictment.
9. 5/20/25	2.5 hours	Client subpoena to testify. Review of FSAs re: 914.04 and t/c with client re: belief this subpoena conveys immunity. L/M for ASA to confirm they are also in agreement they are conveying immunity.
10. 5/27/25	0.3 hours	Discussion with ASA regarding zoom appearance and confirm agreement that subpoena conveys immunity. Email ASA to

ROBERTSON&HUNTER,LLP •501 Whitehead Street, Ste. 2 • Key West, FL 33040
Phone (305) 735-4587• Fax 1-888-881-8942

		confirm in writing. T/C with client to update him.
11. 5/29/25	0.4 hours	Followed up with ASA to confirm agreement that 914.04 conveys immunity by way of compelled testimony. Received confirmation via email. Forwarded to client and responded to client email.
12. 6/6/25	0.2 hours	Attempting to return client calls.
13. 6/7/25	0.1 hours	Brief call with client regarding information for upcoming meeting.
14. 6/9/25	0.1 hours	Respond to client's text.
15. 6/10/25	1.5 hours	Preparation for next day hearing and conversation with client.
16. 6/11/25	1.5 hours	Zoom testimony and conversation with client thereafter. Put objection on record re: 360 So. 2d 745 and 349 So. 2d 802.

TOTAL HOURS BILLED Dustin Hunter 10.2 HOURS, total of **\$ 3,570.00**

COSTS INCURRED

No Costs **\$0.00**

INITIAL PAYMENT

Initial Payment **(\$1,400.00)**

TOTAL BILL **\$ 2,170.00**

Please make check payable for any outstanding balance to the "Law Offices of Dustin Hunter" and mail to:

Dustin Hunter
501 Whitehead St., Ste. 2
Key West, FL 33040

Sincerely,

Dustin S. Hunter

Robertson & Hunter

Attorneys at Law

Dustin Hunter, P.A.
Loriellen Robertson, P.A.
Office (305) 735-4687

501 Whitehead Street, Suite 2
Key West, Florida 33040
Fax (888) 881-8942

August 4, 2025

Mr. Horton,

Thank you for your payment of \$2,170.00, made on August 4, 2025 towards your retainer agreement. Please allow this letter to serve as a receipt of full payment.

Payments:

February 28, 2025	\$1,400.00 payment
August 4, 2025	\$2,170.00 payment
Total Paid:	\$3,570.00
Remaining balance:	\$0.00

Very truly yours,

Dustin S. Hunter

LAW OFFICE OF RAYME L. SUAREZ

RAYME L. SUAREZ
92400 Overseas Highway, Suite 7
Tavernier, Florida 33070
raymelaw@gmail.com

IN RE GILLIS
INVOICE
JULY 31, 2025
CLIENT NO: 2400

Date	Activity	Expense	Billable Hours
03/11/25	Retainer fee (non-refundable) for representation on Sunshine Law Violation		\$5,000.00
Due			\$5,000.00
Paid 03/11/25			-5,000.00
Total Due			0.00

SUMMARY INVOICE

Date: August 4, 2025

Invoice No. 5920

Bill To:

John Quick, Esq.
Alison Smith, Esq.

For Services Rendered:

March-July 2025

**RE: Monroe County Inquiry: Representation of John Quick, Esq. & Alison Smith, Esq.
Matter No. 2025-00843**

Date	Description	Amount
Mar-Jul 2025	Fees	
	G. Greenberg 6.60 Hours @ \$950.00	\$6,270.00
	D. Gelber 4.30 Hours @ \$1,200.00	\$5,160.00
	M. Espinoza 2.50 Hours @ \$250.00	\$625.00
	Total Fees	\$12,055.00
Mar-Jul 2025	Total Expenses	\$0.00
	COURTESY DISCOUNT	(\$6,055.00)
	TOTAL FEES & EXPENSES	\$6,000.00
	50% BALANCE DUE – JOHN QUICK, ESQ.	\$3,000.00
	50% BALANCE DUE – ALISON SMITH, ESQ.	\$3,000.00

Please make all amounts payable to: Gelber Schachter & Greenberg, P.A.
Pay by check to: 1 S.E. 3rd Avenue, Suite 2600, Miami, Florida 33131
Wiring Instructions: First Horizon Bank, Memphis, TN
ABA Routing No. 084000026, Account No. 220005614168, Swift. FTBMUS44
FEIN No. 46-0838177

Law Offices of Hal Schuhmacher
10887 Overseas Hwy
Suite 101
Marathon, FL 33050
United States
(305) 289-9397

Law Offices of Hal Schuhmacher

Buddy Pinder

Balance \$0.00
Invoice # 02723
Invoice Date March 14, 2025
Payment Terms Due Date
Due Date May 01, 2025

Pinder, Joseph "Buddy" Pending Investigation 25-SAO-93-A-P

Flat Fees

Date	Item	Description	Amount
03/14/2025	Flat Fee	Retainer Fee	\$2,000.00

Flat Fee Total: \$2,000.00

Flat Fee Sub-Total:	\$2,000.00
Sub-Total:	\$2,000.00
Total:	\$2,000.00
Amount Paid:	\$2,000.00
Balance Due:	\$0.00

Payment History

Activity	Date	Payment Method	Amount	Responsible User	Deposited Into
Payment Received	May 1, 2025	Mastercard #093-C4696 entered in-office	\$2,000.00	Jackie Solano (Legal Secretary) on behalf of Buddy Pinder (Client)	Operating

Law Offices of Hal Schuhmacher
 10887 Overseas Hwy
 Suite 101
 Marathon, FL 33050
 United States
 (305) 289-9397

Law Offices of Hal Schuhmacher

Buddy Pinder

Balance \$0.00
Invoice # 02891
Invoice Date August 4, 2025
Payment Terms
Due Date

Pinder, Joseph "Buddy" Pending Investigation 25-SAO-93-A-P

Flat Fees

Date	Item	Description	Amount
08/04/2025	Flat Fee	Additional Services - Meeting at State Attorney's Office	\$1,000.00

Flat Fee Total: **\$1,000.00**

Flat Fee Sub-Total:	\$1,000.00
Sub-Total:	\$1,000.00
Total:	\$1,000.00
Amount Paid:	\$1,000.00
Balance Due:	\$0.00

Payment History

Activity	Date	Payment Method	Amount	Responsible User	Deposited Into
Payment Received	Aug 4, 2025	Mastercard #F7B-EE325 entered in-office	\$1,000.00	Diana Cantu (Legal Assistant) on behalf of Buddy Pinder (Client)	Operating



Council Communication

To: Mayor and Village Council
From: Hatti Jenkins, Finance Director
Date: September 9, 2025
SUBJECT: **Resolution Approving Renewal of Property, Casualty and Worker's Compensation Policies and Coverage and Pollution Liability TAB 11**

Background:

On August 8, 2018, the Village Council passed and adopted Resolution No. 18-08-67 approving an agreement for insurance and risk management services with Ben Few & Co., LLC ("Ben Few"). Ben Few began providing services to the Village effective October 1, 2018. As part of its services to the Village, Ben Few prepared a Request for Proposals (RFP No. 19-09) for Property and Casualty Insurance, including Workers' Compensation, for the Village effective October 1, 2019. As a result of this bid process, the Village Council approved a proposal from World Risk Management ("WRM") through the Public Risk Management of Florida ("PRM") trust on September 19, 2019, for coverage to begin October 1, 2019.

The attached Resolution would approve renewal of the coverage for Property and Casualty Insurance, including Workers' Compensation and Pollution Liability from WRM through PRM effective October 1, 2025. FY 2025-2026 would be the seventh year that the policies are being provided by WRM/PRM. Due to insurance market conditions in Florida, Ben Few Risk Managers recommended that the Village not go out to bid and renew its existing coverage at this time.

Analysis:

The attached Resolution would approve the renewal of the general liability, property, and workers' compensation insurance coverage for a total cost of \$1,030,147.00, would authorize the Village Manager to execute the proposals to bind the October 1, 2025, renew coverage, and would authorize the expenditure in the FY 2025-2026 budget. The total premium increase for coverage for FY 2025-2026 is \$11,110 or 1.09%. Increases in the value of property covered by the policy, compensation to employees and an increase in cost for general liability insurance all contributed to the rate increase.

Budget Impact:

Premium payments are reflected in the following funds and expense accounts. The premiums for FY25-26 have been included in the proposed FY25-26 tentative budget presented on 9/4/2025. The premiums are allocated to each fund based upon total covered assess and personnel costs recorded in each fund when quarterly payments are made.

FUND NAME	COVERAGE TYPE	ACCOUNT NUMBER	ALLOCATION %
-----------	---------------	----------------	--------------

General	Workers' Compensation	Acct# 001-0500-513-24	83%
General	Property & Casualty	Acct# 001-0500-513-45	56.5%
Solid Waste	Workers' Compensation	Acct# 102-1200-534-24	0.1%
Solid Waste	Property & Casualty	Acct# 102-1200-534-45	0%
Building	Workers' Compensation	Acct# 107-1000-524-24	7.8%
Building	Property & Casualty	Acct# 107-1000-524-45	0.2%
PYH Marina	Workers' Compensation	Acct# 401-1400-575-24	3.1%
PHY Marina	Property & Casualty	Acct# 401-1400-575-45	15.2%
Wastewater	Workers' Compensation	Acct# 402-1500-535-24	5.6%
Wastewater	Property & Casualty	Acct# 402-1500-535-45	28.2%
Stormwater	Workers' Compensation	Acct# 403-1600-538-24	0.1%
Stormwater	Property & Casualty	Acct#403-1600-538-45	0.0%

Staff Impact:

If approved, the Finance Department will process and issue quarterly premium payments and continue to consult with Ben Few regarding claims and coverage issues.

Recommendation:

Staff recommends approval.

- Attachments:**
1. Reso_FY25-26 PRM Renewal Rates
 2. Exhibit A

RESOLUTION NO. 25-

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA APPROVING RENEWAL OF PROPERTY, CASUALTY AND WORKER'S COMPENSATION POLICIES AND COVERAGE AND POLLUTION LIABILITY FROM WORLD RISK MANAGEMENT THROUGH PUBLIC RISK MANAGEMENT OF FLORIDA EFFECTIVE OCTOBER 1, 2025; AUTHORIZING PAYMENT OF THE ASSOCIATED RENEWAL PREMIUMS FOR FISCAL YEAR 2025-2026; AUTHORIZING VILLAGE OFFICIALS TO EXECUTE REQUIRED DOCUMENTS; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, on September 19, 2019, the Village Council of Islamorada, Village of Islands (the "Village Council") passed and adopted Resolution No. 19-09-87, thereby approving the selection of World Risk Management ("WRM") through Public Risk Management of Florida ("PRM") for provision of Property, Casualty and Workers' Compensation insurance coverage to Islamorada, Village of Islands (the "Village"); and

WHEREAS, WRM/PRM has provided a cost proposal for coverages in FY 2025-2026 attached hereto as Exhibit A; and

WHEREAS, the Village Council finds that selection and acceptance of WRM/PRM's proposal at a total cost of \$1,030,147.00 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 Proposal.** The Village Council hereby approves WRM/PRM's proposal for renewal of coverages effective October 1, 2025. Section 3. Authorization of Village Officials. The Village Manager and/or his designee and the Village Attorney are authorized to take all actions necessary to implement the terms and conditions of and to bind the coverages.

Section 3. Authorization of Fund Expenditure. Notwithstanding the limitations imposed upon the Village Manager pursuant to the Village’s Purchasing Procedures Ordinance, the Village Manager is authorized to expend budgeted funds to pay the premium for the coverage from October 1, 2025 to September 30, 2026.

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

PASSED AND ADOPTED ON THIS 9th DAY OF SEPTEMBER 2025.

Motion to adopt by _____, seconded by _____.

ISLAMORADA, VILLAGE OF ISLANDS
FINAL VOTE AT ADOPTION

Mayor Sharon Mahoney _____
Vice Mayor Don Horton _____
Councilman Steve Friedman _____
Councilwoman Deb Gillis _____
Councilwoman 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



VILLAGE OF ISLAMORADA

Renewal Proposal For
Property & Casualty Insurance Coverage



Effective: 10/01/2025

Expiration: 10/01/2026



WORLD
Risk Management
an **accretive** company

THIS DOCUMENT IN ITS ENTIRETY IS CONFIDENTIAL &
PRIVILEGED IN NATURE – NOT FOR PUBLIC RECORD

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NAMED INSURED

NAMED INSURED AND MAILING ADDRESS

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



This proposal contains most terms, conditions, limits and deductibles provided under the program. However, refer to the PRM Coverage Document for specific and complete terms and conditions.

PREPARED BY

WORLD
Risk Management

an **accretive** company

20 NORTH ORANGE AVE, SUITE 500
ORLANDO, FL 32801
PHONE: (407) 445-2414
FAX: (407) 445-2868
TOLL FREE: (888) 501-0014



EXECUTIVE SUMMARY

WHO WE ARE

The WRM management team brings over 100 combined years of insurance industry intellectual capital to our clients dedicated to Public Entity Risk Management and insurance solutions.

Knowing that broad insurance resources and strong market relationships are essential, along with industry expertise and experience, WRM tactically sought out well-respected industry talent, with solid reputations and stellar track records to join our leadership ranks.

WRM is a member of Ballator Insurance Group, an Accretive Insurance Solutions company. Ballator provides insurance program development, pool creation and underwriting, pool administration services and insurance placement to both the Public Entity and Non-Profit sectors.

WRM employs a highly professional staff that has a proven record of identifying and satisfying client's needs. WRM's team commitment is reflected in a combined risk management knowledge and experience.

WHAT WE DO

We bring fresh and innovative ideas into the insurance industry. WRM uses our ability of being a "Boutique Broker" to take advantage of the ever-changing insurance market opportunities. WRM has the expertise that most small private agents and brokers do not have, and the large publicly traded brokers cannot take advantage of due to their size and corporate structure.

WRM offers clients a thorough and meticulous insurance need analysis, plus delivers competitive cutting-edge products and services from nationally recognized insurance carriers based on realistic and reasonable fee and/or commissions. WRM's dedicated Management/Service Team is recognized throughout the industry for their commitment to providing clients with prompt responses and solutions.

OUR REPUTATION

WRM's management team has an industry wide reputation for professionalism, quality service, knowledge, and client involvement on a daily basis at all levels, plus a genuine commitment to protect and shield employees and property of public entity groups and other businesses. WRM believes in its ability to lead in the field of risk management and loss management and provide innovative solutions.

OUR CORPORATE PARTNERS

World Risk Management along with its partner companies' mission is to maintain success through commitment, honest and timely communication, vision innovation and customer satisfaction.

BALLATOR INSURANCE GROUP
WORLD RISK MANAGEMENT
FIRST FLORIDA INSURANCE BROKERS
NON-PROFIT INSURANCE SERVICES
LIBERTATE INSURANCE



PROPERTY PROPOSAL

	PROPERTY	
	EXPIRING COVERAGE 10/01/2024 TO 10/01/2025	RENEWAL 10/01/2025 TO 10/01/2026
COMPANY	PUBLIC RISK MANAGEMENT OF FLORIDA	PUBLIC RISK MANAGEMENT OF FLORIDA
TOTAL INSURED VALUES	\$56,414,666	\$58,606,596
DEDUCTIBLES		
▪ ALL OTHER PERILS, EXCEPT:	\$1,000	✓
▪ AUTO PHYSICAL DAMAGE	\$1,000	✓
▪ ALL OTHER FLOOD – PER UNIT	\$1,000	✓
▪ FLOOD – SPECIAL FLOOD HAZARD AREAS	EXCESS OF NFIP	✓
▪ NAMED WINDSTORM PER UNIT VALUES SHALL APPLY	5%	✓
VALUATION		
▪ AUTO PHYSICAL DAMAGE	ACTUAL CASH VALUE/REPLACEMENT COST	✓
	SPECIFIED VEHICLES	
▪ BUSINESS INCOME	ACTUAL LOSS SUSTAINED	✓
▪ COINSURANCE	NONE	✓
▪ INLAND MARINE	REPLACEMENT COST	✓
▪ PROPERTY	REPLACEMENT COST	✓
ASSOCIATION LIMITS		
ALL PERILS, COVERAGE'S AND INSURED'S/MEMBERS COMBINED – PER OCCURRENCE, SUBJECT TO THE FOLLOWING SUB-LIMITS:	\$250,000,000	✓
- FLOOD – PER OCCURRENCE ANNUAL AGGREGATE	\$50,000,000	✓
- FLOOD SUBLIMIT – ANNUAL AGGREGATE		
- CONTRACTORS EQUIPMENT		
- FINE ARTS	\$5,000,000	✓
- LICENSED VEHICLES		
- UNLICENSED VEHICLES		
- FLOOD SUBLIMIT		
- PER OCCURRENCE	\$10,000,000	✓
- MISCELLANEOUS UNNAMED LOCATIONS		
- EARTHQUAKE SHOCK LIMIT		
- PER OCCURRENCE & IN THE ANNUAL AGGREGATE	\$50,000,000	✓
- WIND/HAIL LIMIT PER OCCURRENCE NAMED WINDSTORM	\$100,000,000	✓
- AUTO PHYSICAL DAMAGE		
- ON AND OFF PREMISES	INCLUDED	✓
- OVER THE ROAD	\$10,000,000	

✓ PER EXPIRING

CHANGE OR IMPROVEMENT TO EXPIRING



PROPERTY PROPOSAL

	PROPERTY	
	EXPIRING COVERAGE 10/01/2024 TO 10/01/2025	RENEWAL 10/01/2025 TO 10/01/2026
ASSOCIATION SUBLIMITS [NOT ALL INCLUSIVE...]		
- ACCIDENTAL CONTAMINATION	\$250,000/\$500,000	✓
- ACCOUNT RECEIVABLES	INCLUDED	✓
- ANIMALS	\$50,000 FOR ANY ONE ANIMAL /	✓
- UNSCHEDULED ANIMALS	\$250,000 PER OCCURRENCE	
- ASBESTOS CLEAN-UP & REMOVAL (RESULTANT)	LIMITED COVERAGE	✓
- AUTOMATIC ACQUISITION LIMIT	\$25,000,000	✓
- AUTOMATIC ACQUISITION LIMIT FOR	\$10,000,000	✓
- VEHICLES		
- SPECIAL FLOOD HAZARD AREAS	\$10,000,000 ANNUAL AGGREGATE	
- BUILDING ORDINANCE	INCLUDED	✓
- UNDAMAGED PORTION OF BUILDING		
- BUSINESS INTERRUPTION	\$100,000,000	✓
- CIVIL AUTHORITY	30 DAYS	✓
- WITHIN 10 MILES OF INSURED PREMISE		
- CLAIM PREPARATION EXPENSE	\$1,000,000	✓
- CONTINGENT BUSINESS INTERRUPTION	\$5,000,000	✓
	EXCEPT TAX INTERRUPTION EXCLUDED	
- COURSE OF CONSTRUCTION & ADDITIONS	\$50,000,000	✓
	EXCLUDES FRAME BUILDERS RISK	
- DEBRIS REMOVAL	INCLUDED	✓
- DEMOLITION	INCLUDED	✓
- EARTH MOVEMENT EXCEPT	\$50,000,000 ANNUAL AGGREGATE	✓
- VEHICLES, CONTRACTORS EQUIPMENT,	\$5,000,000 COMBINED AGGREGATE	
- FINE ARTS COMBINED		
- ELECTRONIC DATA PROCESSING (EDP)	INCLUDED	✓
- ERRORS & OMISSIONS	\$25,000,000	✓
- EXPEDITING EXPENSE	\$50,000,000	✓
- EXTENDED PERIOD OF INDEMNITY	180 DAYS	✓
- EXTRA EXPENSE	\$50,000,000	✓
- FINE ARTS	INCLUDED	✓
- UNSCHEDULED FINE ARTS	\$2,500,000	✓
- FIRE FIGHTING EXPENSE	INCLUDED	✓
- FLOOD EXCEPT	\$50,000,000	✓
- SPECIAL FLOOD HAZARD AREAS	INCLUDED	
- VEHICLES, CONTRACTORS EQUIPMENT,	\$5,000,000 COMBINED AGGREGATE	
- FINE ARTS COMBINED		
- IMPROVEMENT & BETTERMENT	INCLUDED	✓
- INCREASED COST OF CONSTRUCTION	\$25,000,000	✓

✓ PER EXPIRING

CHANGE OR IMPROVEMENT TO EXPIRING



PROPERTY PROPOSAL

	PROPERTY	
	EXPIRING COVERAGE 10/01/2024 TO 10/01/2025	RENEWAL 10/01/2025 TO 10/01/2026
ASSOCIATION SUBLIMITS [NOT ALL INCLUSIVE...]		
- INGRESS & EGRESS WITHIN 10 MILES OF INSURED PREMISE	30 DAYS	✓
- JEWELRY, FURS, & PRECIOUS METALS – SEPARATELY	\$500,000	✓
- LANDSCAPING, TEES, SAND TRAPS, GREENS, ATHLETIC GREENS EXCEPT	\$5,000,000	✓
- UNSCHEDULED LANDSCAPING, TEES, SAND TRAPS, GREENS, ATHLETIC GREENS	\$1,000,000	
- LEASEHOLD INTEREST	INCLUDED	✓
- MISCELLANEOUS UNNAMED LOCATIONS EXCEPT	\$25,000,000	✓
- SPECIAL FLOOD HAZARD AREAS	\$10,000,000 ANNUAL AGGREGATE	
- MOLD (RESULTANT)	\$35,000 AGGREGATE	✓
- MONEY AND SECURITIES	\$2,500,000	✓
- OFF PREMISES SERVICE INTERRUPTION INCLUDING EXTRA EXPENSE	\$25,000,000	✓
- PERSONAL EFFECTS	INCLUDED	✓
PERSONAL PROPERTY OF OTHERS	INCLUDED	✓
- PERSONAL PROPERTY OUTSIDE THE USA	\$1,000,000	✓
- PROTECTION AND PRESERVATION OF PROPERTY	INCLUDED	✓
- PROPERTY OFF PREMISES	INCLUDED	✓
- SIGNS	INCLUDED	✓
- TRANSIT	\$25,000,000	✓
- TUNNELS, BRIDGES, DAMS, CATWALKS – UNSCHEDULED	\$500,000	✓
- VALUABLE PAPERS AND RECORDS	INCLUDED	✓
- WATERCRAFT	\$250,000 UNSCHEDULED ALL SCHEDULED INCLUDED	✓
- UP TO 27 FEET, UNSCHEDULED		
- OVER 27 FEET, SCHEDULED		
EXCLUSIONS [INCLUDING BUT NOT LIMITED TO]		
- RUST, WET/DRY ROT, LAND & LAND VALUES, COMMUNICABLE DISEASE, PROPERTY CYBER & DATA	EXCLUDED	✓

✓ PER EXPIRING

CHANGE OR IMPROVEMENT TO EXPIRING



PROPERTY PROPOSAL

RATING EXPOSURES		
PROPERTY INFORMATION		
TOTAL INSURANCE VALUES	2024 – 2025	2025 – 2026
TOTAL BUILDING VALUES	\$40,334,900	\$42,271,017
TOTAL CONTENT VALUES	\$1,314,990	\$1,341,290
DECLARED/PROP IN OPEN	\$313,221	\$328,256
EDP EQUIPMENT (HARDWARE)	\$1,213,378	\$1,237,645
BUSINESS INTERRUPTION/EXTRA EXPENSE	\$1,000,000	\$1,000,000
EQUIPMENT VALUES	\$2,693,533	\$2,724,468
AUTOMOBILE VALUES – ACTUAL CASH VALUE	\$1,044,644	\$1,081,807
AUTOMOBILE VALUES – REPLACEMENT COST	\$8,500,000	\$8,622,113
RENTAL VALUES	\$0	\$0
MISCELLANEOUS PROPERTY	\$0	\$0
,TOTAL INSURABLE VALUES	\$56,414,666	\$58,606,596
		3.89%



PROPERTY TERRORISM & SABOTAGE PROPOSAL

	PROPERTY TERRORISM & SABOTAGE	
	EXPIRING COVERAGE 10/01/2024 TO 10/01/2025	RENEWAL 10/01/2025 TO 10/01/2026
CARRIER	LLOYDS OF LONDON	LLOYDS OF LONDON
TERRORISM & SABOTAGE	\$25,000,000 PER OCCURRENCE \$25,000,000 AGGREGATE	\$25,000,000 PER OCCURRENCE \$25,000,000 AGGREGATE
DEDUCTIBLE	\$10,000	\$10,000
ASSOCIATION SUBLIMITS [NOT ALL INCLUSIVE]		
- BUSINESS INTERRUPTION SUBLIMIT	\$25,000,000	✓
- CIVIL OR MILITARY AUTHORITY SUBLIMIT	\$1,000,000, 30 DAY(s), AND 1 MILE(s)	✓
- DEBRIS REMOVAL EXPENSES SUBLIMIT	\$250,000	✓
- DECONTAMINATION COSTS EXCLUDING NCBR SUBLIMIT	\$250,000	✓
- DEMOLITION & INCREASED COST OF CONSTRUCTION SUBLIMIT	\$1,000,000	✓
- ERRORS & OMISSIONS SUBLIMIT	\$250,000	✓
- ELECTRONIC DATA PROCESSING MEDIA SUBLIMIT	\$1,000,000	✓
- EXTENDED PERIOD OF INDEMNITY SUBLIMIT	\$0 AND 180 DAY(s)	✓
- FINE ART SUBLIMIT	\$ 250,000	✓
- INGRESS/EGRESS SUBLIMIT	\$ 1,000,000, 30 DAY(s), AND 1 MILE(s)	✓
- PRESERVATION OF PROPERTY SUBLIMIT	\$ 250,000	✓
- PROFESSIONAL FEES SUBLIMIT	\$ 250,000	✓
- RELOCATION EXPENSE SUBLIMIT	\$ 250,000	✓
- SERVICE INTERRUPTION SUBLIMIT	\$ 1,000,000, 30 DAY(s), AND 1 MILE(s)	✓
- TRANSIT SUBLIMIT	\$ 250,000	✓
- VALUABLE PAPERS SUBLIMIT	\$ 250,000	✓
- ACCOUNTS RECEIVABLE SUBLIMIT	\$ 250,000	✓
- ASBESTOS SUBLIMIT	\$ 500,000	✓
- AUTOMATIC COVERAGE SUBLIMIT	\$ 1,000,000 AND 30 DAY(s)	✓
- COMMISSIONS, PROFITS, & ROYALTIES SUBLIMIT	\$ 250,000	✓
- DELAY IN STARTUP COSTS SUBLIMIT	\$ 250,000	✓
- FIRE PROTECTIVE SYSTEMS SUBLIMIT	\$ 10,000	✓
- GREEN BUILDING ADDITIONAL EXPENSE SUBLIMIT	\$ 250,000	✓
- KEY & LOCK EXPENSE SUBLIMIT	\$ 250,000	✓
- LANDSCAPING SUBLIMIT	\$ 10,000	✓
- LOSS OF ATTRACTION SUBLIMIT	\$0, 0 DAY(s), AND 0 MILE(s)	✓
- MISCELLANEOUS UNNAMED LOCATIONS SUBLIMIT	\$ 1,000,000 AND 30 DAY(s)	✓
- NEWLY ACQUIRED LOCATIONS SUBLIMIT	\$ 1,000,000 AND 90 DAY(s)	✓
- PROPERTY IN COURSE OF CONSTRUCTION SUBLIMIT	\$1,000,000	✓
- RENTAL INCOME SUBLIMIT	NOT INCLUDED	✓
- SOFT COST SUBLIMIT	\$250,000	✓

UNLESS OTHERWISE SPECIFIED, ALL SUB-LIMITS LISTED ABOVE APPLY ON A PER OCCURRENCE BASIS AND ARE A PART OF, AND NOT IN ADDITION TO, THE MUNICIPALITIES TERRORISM AND SABOTAGE LIMIT OF LIABILITY

✓ PER EXPIRING

CHANGE OR IMPROVEMENT TO EXPIRING



ACTIVE SHOOTER & MALICIOUS ATTACK PROPOSAL

	ACTIVE SHOOTER & MALICIOUS ATTACK	
	EXPIRING COVERAGE 10/01/2024 TO 10/01/2025	RENEWAL 10/01/2025 TO 10/01/2026
CARRIER	LLOYDS OF LONDON	LLOYDS OF LONDON
ACTIVE SHOOTER & MALICIOUS ATTACK	\$2,000,000 PER OCCURRENCE \$2,000,000 AGGREGATE	\$2,000,000 PER OCCURRENCE \$2,000,000 AGGREGATE
DEDUCTIBLE	\$10,000	\$10,000
ASSOCIATION SUBLIMITS [NOT ALL INCLUSIVE]		
- ADDITIONAL SECURITY MEASURES SUBLIMIT	\$250,000	✓
- COUNSELING SUBLIMIT	\$250,000	✓
- PUBLIC RELATIONS COSTS SUBLIMIT	\$250,000	✓
- MISCELLANEOUS CRISIS MANAGEMENT EXPENSES SUBLIMIT	\$250,000	✓
- WAITING PERIOD	0 HOURS	✓

UNLESS OTHERWISE SPECIFIED, ALL SUB-LIMITS LISTED ABOVE APPLY ON A PER OCCURRENCE BASIS AND ARE A
PART OF, AND NOT IN ADDITION TO, THE ACTIVE SHOOTER AND MALICIOUS ATTACK LIMIT OF LIABILITY

✓ PER EXPIRING
CHANGE OR IMPROVEMENT TO EXPIRING



ANCILLARY— EQUIPMENT BREAKDOWN PROPOSAL

	EQUIPMENT BREAKDOWN	
	EXPIRING COVERAGE 10/01/2024 TO 10/01/2025	RENEWAL 10/01/2025 TO 10/01/2026
CARRIER	TRAVELERS ENERGYMAX 21	TRAVELERS ENERGYMAX21
NAMED INSURED	PUBLIC RISK MANAGEMENT OF FLORIDA	PUBLIC RISK MANAGEMENT OF FLORIDA
DEDUCTIBLES		
▪ ALL OBJECTS	\$1,000	✓
▪ TRANSFORMERS 10,000 KVA	\$10,000	✓
VALUATION		
▪ ALL OTHER EQUIPMENT	REPAIR AND/OR REPLACEMENT	✓
▪ EQUIPMENT 25 YEARS OR OLDER	ACTUAL CASH VALUE	✓
ASSOCIATION LIMITS		
LIMIT PER ACCIDENT	\$50,000,000	✓
ASSOCIATION SUBLIMITS [NOT ALL INCLUSIVE]		
▪ BUSINESS INCOME	\$100,000	✓
▪ BUSINESS INCOME "PERIOD OF RESTORATION EXTENSION"	30 DAYS	✓
▪ CONTINGENT BUSINESS INTERRUPTION/EXTRA EXPENSE	\$250,000	✓
▪ SPOILAGE DAMAGE COVERAGE -INCL UTILITY INTERRUPTION	INCLUDED TOTAL LIMIT PER BREAKDOWN 4 HOURS	✓
▪ UTILITY INTERRUPTION SPOILAGE COVERAGE - WAITING PERIOD		✓
▪ ERRORS IN DESCRIPTION	\$5,000,000	✓
▪ EXPEDITING EXPENSE	POLICY LIMIT	✓
▪ HAZARDOUS SUBSTANCE	\$2,000,000	✓
▪ ELECTRONIC DATA OR MEDIA	\$250,000	✓
▪ NEWLY ACQUIRED LOCATION	POLICY LIMIT	✓
▪ ORDINANCE OR LAW INCL. DEMOLITION	\$1,000,000	✓
▪ REFRIGERANT CONTAMINATION	POLICY LIMIT	✓
▪ WATER DAMAGE	\$100,000	✓
MAJOR PERILS EXCLUDED		
▪ EARTHQUAKE	EXCLUDED	✓
▪ EC PERILS	EXCLUDED	✓
▪ FLOOD	EXCLUDED	✓
▪ FREEZE	EXCLUDED	✓
▪ FURNACE EXPLOSION	EXCLUDED	✓
▪ LIGHTNING	EXCLUDED	✓

✓ PER EXPIRING

CHANGE OR IMPROVEMENT TO EXPIRING



CRIME PROPOSAL

	CRIME	
	EXPIRING COVERAGE 10/01/2024 TO 10/01/2025	RENEWAL 10/01/2025 TO 10/01/2026
COMPANY	PUBLIC RISK MANAGEMENT OF FLORIDA	PUBLIC RISK MANAGEMENT OF FLORIDA
DEDUCTIBLE	\$1,000	✓
LIMITS		
▪ EMPLOYEE THEFT-PER LOSS COVERAGE	\$500,000	✓
▪ FORGERY OR ALTERATION	\$500,000	✓
▪ INSIDE PREMISES-THEFT OF MONEY & SECURITIES	\$500,000	✓
▪ INSIDE PREMISES-ROBBERY, SAFE BURGLARY-OTHER PROP	\$500,000	✓
▪ OUTSIDE THE PREMISES	\$500,000	✓
▪ COMPUTER FRAUD	\$500,000	✓
▪ FUNDS TRANSFER FRAUD	\$500,000	✓
▪ MONEY ORDERS AND COUNTERFEIT PAPER CURRENCY	\$500,000	✓
▪ IMPERSONATION FRAUD/SOCIAL ENGINEERING	\$100,000	✓
CONDITIONS [NOT ALL INCLUSIVE]		
▪ FAITHFUL PERFORMANCE OF DUTY INCLUDED	INCLUDED	✓
▪ 45 DAY NOTICE OF CANCELLATION/10 DAYS NON-PAYMENT	INCLUDED	✓
▪ 60 DAY LOSS REPORT REQUIREMENT	INCLUDED	✓
▪ NO MINIMUM EARNED PREMIUM	INCLUDED	✓

✓ PER EXPIRING

CHANGE OR IMPROVEMENT TO EXPIRING



GENERAL LIABILITY & PUBLIC OFFICIALS/EMPLOYMENT PRACTICES LIABILITY

	GENERAL LIABILITY	
	EXPIRING COVERAGE 10/01/2024 TO 10/01/2025	RENEWAL 10/01/2025 TO 10/01/2026
COMPANY	PUBLIC RISK MANAGEMENT OF FLORIDA	PUBLIC RISK MANAGEMENT OF FLORIDA
COVERAGE FORM	OCCURRENCE	OCCURRENCE
DEDUCTIBLE	\$25,000	✓
LIMITS		
LIMIT OF LIABILITY	\$2,000,000	✓
COVERAGE [INCLUDING BUT NOT LIMITED TO]		
▪ EMPLOYEE BENEFIT LIABILITY	INCLUDED	✓
▪ LAW ENFORCEMENT LIABILITY	INCLUDED	✓
TERMS [INCLUDING BUT NOT LIMITED TO]		
▪ COMMUNICABLE DISEASE*	\$200,000 PER CLAIMANT/\$300,000 PER occ/\$300,000 MEMBER Agg/\$3,000,000 POOL AGG	✓

	PUBLIC OFFICIALS/EMPLOYMENT PRACTICES LIABILITY	
COVERAGE FORM	EACH CLAIM	EACH CLAIM
RETROACTIVE DATE	10/01/2019	✓
LIMITS		
LIMIT OF LIABILITY	\$2,000,000 / \$6,000,000	✓
SUBLIMITS [INCLUDING BUT NOT LIMITED TO]		
▪ BERT HARRIS	\$300,000	✓
RETROACTIVE DATE: 10/01/2019		
▪ INVERSE CONDEMNATION	\$100,000/\$100,000	✓
RETROACTIVE DATE: 10/01/2019		
▪ NON-MONETARY DAMAGES	\$100,000/\$100,000	✓
RETROACTIVE DATE: 10/01/2019		
▪ SEXUAL MISCONDUCT	EXCLUDED	✓
RETROACTIVE DATE: N/A		
TERMS [INCLUDING BUT NOT LIMITED TO]		
▪ COMMUNICABLE DISEASE*	\$200,000 PER CLAIMANT/\$300,000 PER OCC/\$300,000 MEMBER AGG/\$3,000,000 POOL AGG	✓
▪ ETHICS VIOLATIONS REIMBURSEMENT	\$5,000 PER COMMISSIONER/\$15,000 MEMBER AGGREGATE/\$500,000 ANNUAL POOL AGGREGATE	✓
▪ SEXUAL HARASSMENT	INCLUDED	✓
▪ ERRORS & OMISSIONS & WRONGFUL ACTS	INCLUDED	✓

✓ PER EXPIRING

CHANGE OR IMPROVEMENT TO EXPIRING

ASSOCIATION AGGREGATE \$100,000,000 FOR ALL LIABILITY COVERAGES *COMMUNICABLE DISEASE SUB-LIMIT &
AGGREGATES APPLIES TO ALL LIABILITY COVERAGES COMBINED



AUTO LIABILITY PROPOSAL

	AUTO LIABILITY	
	EXPIRING COVERAGE 10/01/2024 TO 10/01/2025	RENEWAL 10/01/2025 TO 10/01/2026
COMPANY	PUBLIC RISK MANAGEMENT OF FLORIDA	PUBLIC RISK MANAGEMENT OF FLORIDA
COVERAGE FORM	OCCURRENCE	OCCURRENCE
DEDUCTIBLE	\$5,000	✓
LIMITS		
LIABILITY COMBINED SINGLE LIMIT	\$2,000,000	✓
COVERAGE [INCLUDING BUT NOT LIMITED TO]		
- PERSONAL INJURY PROTECTION	STATUTORY	✓
- PHYSICAL DAMAGE - COLLISION - COMPREHENSIVE	EXCLUDED - COVERED UNDER PROPERTY EXCLUDED - COVERED UNDER PROPERTY	✓
- HIRED/BORROWED LIABILITY	INCLUDED	✓
- HIRED/BORROWED PHYSICAL DAMAGE	INCLUDED	✓
- NON-OWNED LIABILITY	INCLUDED	✓
- NON-OWNED PHYSICAL DAMAGE	INCLUDED	✓
SUBLIMIT		
- TAKE HOME VEHICLE SUBLIMIT	INCLUDED	\$200,000 PER PERSON/\$300,000 PER OCCURRENCE
EXCLUSIONS [INCLUDING BUT NOT LIMITED TO]		
- AUTO PHYSICAL DAMAGE	EXCLUDED – COVERED UNDER PROPERTY	✓
- MEDICAL PAYMENTS	EXCLUDED	✓
- UNINSURED/UNDERINSURED MOTORIST	EXCLUDED	✓

✓ PER EXPIRING

CHANGE OR IMPROVEMENT TO EXPIRING

ASSOCIATION AGGREGATE \$100,000,000 FOR ALL LIABILITY COVERAGES



ANCILLARY – EXCESS LIABILITY PROPOSAL

	EXCESS LIABILITY		
	RENEWAL		
	10/01/2025 TO 10/01/2026		
COMPANY	PUBLIC RISK MANAGEMENT OF FLORIDA		
COVERAGES INCLUDED			
▪ AUTO LIABILITY	▪ EMPLOYMENT PRACTICES LIABILITY	▪ GENERAL LIABILITY	
▪ EMPLOYEE BENEFITS LIABILITY	▪ ERRORS & OMISSIONS LIABILITY	▪ LAW ENFORCEMENT LIABILITY	
EXCLUSIONS [INCLUDING BUT NOT LIMITED TO]			
▪ ABUSE OR MOLESTATION	▪ EMPLOYERS' LIABILITY/WORKERS' COMPENSATION	▪ POLLUTION LIABILITY EXCLUSION-HOSTILE FIRE COVERAGE	
▪ AIRPORT LIABILITY	▪ FAILURE TO SUPPLY EXCLUSION-UTILITIES	▪ SILICA OR DUST	
▪ ASBESTOS	▪ FUNGI OR BACTERIA	▪ WAR	
▪ AUTOMOBILE FIRST PARTY COVERAGE	▪ NURSING HOME	▪ WHARFINGERS' LIABILITY	
▪ DAMS, LEVEES, DIKES OR RESERVOIRS	▪ PROPERTY DAMAGE EXCLUSION-REAL AND/OR PERSONAL PROPERTY		
LINE OF COVERAGE	LIMIT	EXCESS OF LIMITS	COVERAGE TRIGGER
▪ AUTO LIABILITY	\$3,000,000	\$2,000,000	PER ACCIDENT
▪ EMPLOYEE BENEFIT LIABILITY	\$3,000,000	\$2,000,000	PER CLAIM
▪ EMPLOYMENT PRACTICES LIABILITY	\$3,000,000	\$2,000,000	PER CLAIM
▪ GENERAL LIABILITY INCL. LAW ENFORCEMENT	\$3,000,000	\$2,000,000	PER OCCURRENCE
▪ MISCELLANEOUS PROFESSIONAL	\$3,000,000	\$2,000,000	PER CLAIM
\$3,000,000 COMBINED EXCESS LIABILITY AGGREGATE APPLIES PER MEMBER FOR EMPLOYEE BENEFITS LIABILITY, PUBLIC OFFICIALS ERRORS & OMISSIONS AND EMPLOYMENT PRACTICES LIABILITY ONLY			
▪ PUBLIC OFFICIALS ERRORS & OMISSIONS RETRO DATE:		10/01/2019	
▪ SEXUAL HARASSMENT RETRO DATE:		10/01/2019	

ASSOCIATION AGGREGATE \$100,000,000 FOR ALL LIABILITY COVERAGES

✓ PER EXPIRING

CHANGE OR IMPROVEMENT TO EXPIRING



WORKERS' COMPENSATION PROPOSAL

	WORKERS' COMPENSATION	
	EXPIRING COVERAGE 10/01/2024 TO 10/01/2025	RENEWAL 10/01/2025 TO 10/01/2026
COMPANY	PUBLIC RISK MANAGEMENT OF FLORIDA	PUBLIC RISK MANAGEMENT OF FLORIDA
DEDUCTIBLE	NIL	NIL
LIMITS		
- WORKERS' COMPENSATION - MEDICAL - DISABILITY - DEATH	STATUTORY	✓
- EMPLOYERS' LIABILITY - EACH ACCIDENT - EACH EMPLOYEE FOR DISEASE	\$2,000,000 \$2,000,000	✓ ✓
TERMS & CONDITIONS [NOT ALL INCLUSIVE]		
BROAD FORM ALL STATES	INCLUDED	✓
MARITIME COVERAGE ENDORSEMENT	INCLUDED	✓
VOLUNTARY COMPENSATION ENDORSEMENT	INCLUDED	✓
ANNUAL POLICY AUDIT		
COMPOSITE RATE*	0.014314409	0.0143144

✓ PER EXPIRING

CHANGE OR IMPROVEMENT TO EXPIRING

*PLEASE NOTE THE WC COVERAGE PERIOD WILL BE AUDITED PER THE COMPOSITE RATE SHOWN ABOVE
PER DOLLAR OF PAYROLL ON THE TOTAL WC PREMIUM, BEFORE ANY PARTICIPATION CREDITS



WORKERS' COMPENSATION PROPOSAL

CLASS CODE	DESCRIPTION	2024 – 2025 ESTIMATED PAYROLL	2025 – 2026 ESTIMATED PAYROLL
5509	STREET OR ROAD PAVING	\$ 975,000	\$1,023,750
6836	MARINA & DRIVERS	\$ 263,000	276,150
7580	SEWAGE DISPOSAL PLANT OPERATION & DRIVERS	\$ 574,000	602,700
7704	FIREFIGHTERS & DRIVERS	\$3,940,000	4,137,000
8810	CLERICAL OFFICE EMPLOYEES	\$3,412,000	3,582,600
8820	ATTORNEY - ALL EMPLOYEES & CLERICAL, MESSENGERS, DRIVERS	\$0	-
9015	BUILDINGS OPERATIONS BY OWNER - ALL OTHER EMPLOYEES	\$0	-
9102	PARK NOC - ALL EMPLOYEES & DRIVERS	\$1,260,000	1,323,000
9410	MUNICIPAL, TOWNSHIP, COUNTY OR STATE EMPLOYEE NOC	\$ 60,000	63,000
TOTAL PAYROLL		\$8,930,071	\$11,008,200
			5%

Estimated Payroll Was not provided for 2025-2026



ANCILLARY – CYBER LIABILITY PROPOSAL

	CYBER LIABILITY	
	EXPIRING COVERAGE 10/01/2024 TO 10/01/2025	RENEWAL 10/01/2025 TO 10/01/2026
CARRIER	GREAT AMERICAN INSURANCE	GREAT AMERICAN INSURANCE
NAMED INSURED	PUBLIC RISK MANAGEMENT OF FLORIDA	PUBLIC RISK MANAGEMENT OF FLORIDA
COVERAGE FORM	CLAIMS MADE	CLAIMS MADE
RETROACTIVE DATE	10/01/2018	10/01/2018
DEDUCTIBLE	\$20,000	✓
LIMITS		
LIMIT OF LIABILITY	\$1,000,000	✓
ANNUAL AGGREGATE	\$10,000,000 POOL AGGREGATE	✓
COVERAGE (INCLUDING BUT NOT LIMITED TO)		
▪ BUSINESS INCOME/EXTRA EXPENSE	INCLUDED	✓
▪ CYBER EXTORTION THREATS	INCLUDED	✓
▪ MEDIA LIABILITY	INCLUDED	✓
▪ PUBLIC RELATIONS EXPENSE	INCLUDED	✓
▪ REPLACEMENT/RESTORATION OF ELECTRONIC DATA	INCLUDED	✓
▪ SECURITY BREACH EXPENSE	INCLUDED	✓
▪ SECURITY BREACH LIABILITY [INCLUDES REGULATORY FINES/PENALTIES AND PCI FINES]	INCLUDED	✓

✓ PER EXPIRING

CHANGE OR IMPROVEMENT TO EXPIRING



ANCILLARY— POLLUTION & REMEDIATION LIABILITY PROPOSAL

	POLLUTION AND REMEDIATION LEGAL LIABILITY	
	EXPIRING COVERAGE 10/01/2024 TO 10/01/2025	RENEWAL 10/01/2025 TO 10/01/2026
CARRIER	INDIAN HARBOR INSURANCE CO.	INDIAN HARBOR INSURANCE CO.
NAMED INSURED	PUBLIC RISK MANAGEMENT OF FLORIDA	PUBLIC RISK MANAGEMENT OF FLORIDA
COVERAGE FORM	CLAIMS MADE	CLAIMS MADE
RETROACTIVE DATE	10/01/1998	10/01/1998
SELF-INSURED RETENTION	\$25,000	\$25,000
LIMITS		
LIMIT OF LIABILITY EACH POLLUTION CONDITION	\$1,000,000	✓
TOTAL LIMIT OF LIABILITY ANNUAL AGGREGATE	\$2,000,000	✓
▪ EMERGENCY REMEDIATION EXPENSE	\$250,000	✓
▪ EMERGENCY REMEDIATION EXPENSE AGGREGATE	\$1,000,000	✓
COVERAGE (INCLUDING BUT NOT LIMITED TO)		
▪ CONTINGENT TRANSPORTATION COVERAGE	INCLUDED	✓
▪ LEGAL DEFENSE EXPENSE	INCLUDED	✓
▪ ON PREMISES & OFF PREMISES REMEDIATION LEGAL LIABILITY	INCLUDED	✓
▪ POLLUTION LEGAL LIABILITY	INCLUDED	✓
▪ STORAGE TANKS	INCLUDED	✓

✓ PER EXPIRING

CHANGE OR IMPROVEMENT TO EXPIRING



OPTIONAL – AIRPORT OWNERS & OPERATORS LIABILITY PROPOSAL

	AIRPORT OWNERS AND OPERATORS LIABILITY	
	EXPIRING COVERAGE 10/01/2024 TO 10/01/2025	RENEWAL 10/01/2025 TO 10/01/2026
CARRIER	ACE PROPERTY & CASUALTY INSURANCE CO	ACE PROPERTY & CASUALTY INSURANCE CO
NAMED INSURED	PUBLIC RISK MANAGEMENT OF FLORIDA	PUBLIC RISK MANAGEMENT OF FLORIDA
FAA ID STATE NAME		
COVERAGE FORM	OCCURRENCE	OCCURRENCE
DEDUCTIBLE	NIL	NIL
LIMITS		
LIMIT OF LIABILITY	\$2,000,000	✓
▪ EXTENDED COVERAGE-WAR, HI-JACKING & OTHER PERILS ANNUAL AGGREGATE	\$2,000,000	✓
▪ FIRE DAMAGE LIMIT ANY ONE FIRE	\$100,000	✓
▪ HANGARKEEPERS NOT "IN FLIGHT" LIMIT ANY ONE OCCURRENCE	\$1,000,000	✓
▪ HANGARKEEPERS NOT "IN FLIGHT" LIMIT ANY ONE AIRCRAFT	\$1,000,000	✓
▪ MALPRACTICE ANNUAL AGGREGATE	\$2,000,000	✓
▪ MEDICAL EXPENSE LIMIT ANY ONE PERSON	\$1,000	✓
▪ NON-OWNED AIRCRAFT LIABILITY	\$2,000,000	✓
▪ PERSONAL INJURY AND ADVERTISING INJURY ANNUAL AGGREGATE	\$2,000,000	✓
▪ PRODUCTS-COMPLETED OPERATIONS ANNUAL AGGREGATE	\$2,000,000	✓
CONDITIONS [NOT ALL INCLUSIVE]		
▪ 60 DAYS NOTICE OF CANCELLATION, NON- RENEWAL OR REDUCTION IN COVERAGE BY INSURER, BUT 10 DAYS NOTICE FOR NON- PAYMENT OF PREMIUM	✓	✓

✓ PER EXPIRING

CHANGE OR IMPROVEMENT TO EXPIRING



EXPOSURE CHANGE

EXPOSURE CHANGE			
EXPOSURE	2024 – 2025	2025 – 2026	% CHANGE
PROPERTY TIV	\$56,414,666	\$58,606,596	3.89%
TOTAL PAYROLL	\$10,484,000	\$11,008,200	5%



PROPOSAL PRICING & BINDING AUTHORITY

AFTER CAREFUL CONSIDERATION OF THE REFERENCED PROPOSAL, WE ACCEPT YOUR INSURANCE PROGRAM AS
INDICATED WITH AN "X" BELOW:

PROPERTY & CASUALTY COVERAGES	PREMIUM BREAKDOWN			BIND	
	2024 – 2025	2025 – 2026	% CHANGE	YES	NO
\$1,000 PROPERTY/APD-\$5,000 AUTO LIABILITY/\$25,000 GL, LEL, E&O *\$140,000 STOP LOSS APPLIES TO ALL GL/AL/LEL/E&O					
PRM PROPERTY & CRIME	\$713,470	\$704,131			
PRM EQUIPMENT BREAKDOWN	\$3,933	\$4,118			
PRM GL/LEL/AL/E&O	\$169,963	\$182,922			
PRM WORKERS' COMPENSATION	\$150,072	\$157,576			
PREFERRED MEMBER PARTICIPATION CREDIT	-\$18,400	-\$18,600			
GRAND TOTAL	\$1,019,037	\$1,030,147	1.09%		
OPTIONAL/ANCILLARY COVERAGES					
CYBER LIABILITY	INCLUDED	INCLUDED			
POLLUTION LIABILITY (PURCHASES SEPARATE POLICY INVOICED BY WRM)	N/A	N/A			
AVIATION LIABILITY	N/A	N/A			

PAYMENT PLAN: PRM ALLOWS THEIR MEMBERS TO PAY THEIR TOTAL COSTS IN FOUR (4) QUARTERLY INSTALLMENTS. THE FIRST INSTALLMENT IS DUE AT INCEPTION AND IS EQUAL TO 25% OF ALL COSTS. THE REMAINING COSTS WILL BE PAID OVER THE NEXT THREE (3) QUARTERS.

THIS WARRANTS THAT YOU HAVE NO KNOWLEDGE OF ANY CLAIM, OR INCIDENT THAT MAY RESULT IN A CLAIM, THAT HAS NOT BEEN REPORTED TO THE INSURANCE CARRIER.

IT IS UNDERSTOOD AND AGREED THAT REFERENCED PROPOSAL PROVIDES ONLY A SUMMARY OF THE INSURANCE PROGRAM OPTIONS OFFERED. THE ACTUAL POLICIES WILL CONTAIN THE COMPLETE TERMS, CONDITIONS, DEDUCTIBLES, EXCLUSIONS, ETCETERA. PLEASE REVIEW POLICY LANGUAGE FOR A FULL UNDERSTANDING OF PURCHASED PROGRAM.

Member Signature

Date

Print Member Name

SIGNED BINDING AUTHORITY TO BE RETURNED BY 09/15/2025

THIS DOCUMENT IN ITS ENTIRETY IS CONFIDENTIAL & PROPRIETARY IN NATURE - NOT FOR PUBLIC RECORD.



Council Communication

To: Mayor and Village Council
From: A.J. Engelmeyer, Public Works Director
Date: September 9, 2025
SUBJECT: **Resolution Ratifying FY 24-25 Purchases from KB Vacuum Solutions, LLC for the Wastewater Department TAB 12**

Background:

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

KB Vacuum Solutions, LLC ("KB Vacuum") is the sole source vendor for vacuum pump repair and maintenance services and materials for the Village's wastewater pumps. It is imperative that we have funding for repair and maintenance to quickly assist any misfires that may occur in the future.

At the September 10, 2024, Regular Village Council Meeting, the Village Council passed and adopted Resolution No. 24-09-92 authorizing \$100,000.00 in purchases from KB Vacuum for FY 2024-2025

Analysis:

From the beginning of Fiscal Year 2024-2025, through June 28, 2025, the Village has paid KB Vacuum \$105,874.40 for repair and maintenance. Most of the costs were incurred for emergency pump replacements for the Wastewater Pump Stations.

The attached Resolution would ratify the additional purchases in the amount of \$5,874.50 from KB vacuum through the remainder of FY 2024-2025.

Budget Impact:

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

Staff Impact:

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

Recommendation:

Staff recommends approval and adoption of the attached Resolution thereby ratifying the purchase of wastewater parts from KB Vacuum.

Attachments: 1. Resolution

RESOLUTION NO. 25-

**A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA,
VILLAGE OF ISLANDS, FLORIDA, RATIFYING PURCHASES FROM
KB VACUUM SOLUTIONS, LLC. THROUGH THE END OF FY 2024-
2025; AUTHORIZING THE VILLAGE MANAGER TO EXPEND
BUDGETED FUNDS; AND PROVIDING FOR AN EFFECTIVE DATE**

WHEREAS, as part of development and maintenance of its central wastewater collection and transmission system, Islamorada, Village of Islands (the "Village"), utilizes KB Vacuum as a sole source provider for repair and maintenance of its pumps on a project-by-project or as-needed basis; and

WHEREAS, on September 10, 2024, the Village Council adopted Resolution 24-09-92 approving \$100,000.00 in purchases from KB Vacuum in FY 2024-2025; and

WHEREAS, from the beginning of FY 2024-2025 through June 28, 2025, the Village has paid KB Vacuum \$105,874.50 for repair and maintenance, primarily for pump replacements for the wastewater pump station, in; and

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

WHEREAS, the Village Council of Islamorada, Village of Islands (the "Village Council") finds that ratification of purchases from KB Vacuum in the amount of \$5,874.50 through fiscal year ending September 30, 2025, 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 Expenses. The Village Council hereby approves and ratifies the purchases in FY 2024-2025 through June 28, 2025 from KB Vacuum at a total cost of One Hundred and Five Thousand, Eight Hundred and Seventy Four and 50/100 (\$105,874.50) in repair and maintenance through September 30, 2025.

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

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

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

{Remainder of this page intentionally left blank}

Motion to adopt by _____, second by _____.

FINAL VOTE AT ADOPTION

VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS

Mayor Sharon Mahoney _____

Vice Mayor Don Horton _____

Councilman Steve Friedman _____

Councilwoman Deb Gillis _____

Councilmember _____

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

SHARON MAHONEY, MAYOR

ATTEST:

MARNE MCGRATH, VILLAGE CLERK

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

JOHN J. QUICK, INTERIM VILLAGE ATTORNEY



Council Communication

To: Mayor and Village Council
From: John Quick, Interim Village Attorney
Date: September 9, 2025
SUBJECT: **Ordinance Amending Section 2-118 Related to Affirmative Defenses and Finding of Responsibility in Code Compliance Hearings - Second Reading TAB 13**

Background:

A recent Circuit Court ruling determined that a special magistrate in code compliance hearings must specifically address affirmative defenses raised in such proceedings. The same opinion also indicated that a special magistrate should include in his/her findings the basis upon which the alleged violator is responsible for the violation.

Analysis:

The proposed revisions in this ordinance establish a timeframe for when affirmative defenses must be raised by an alleged violator and the consequences should the alleged violator fail to timely raise these defenses. In addition, the proposed revisions set forth a requirement for the special magistrate to make a finding of responsibility and the bases upon which responsibility may be attributed.

A Business Impact Estimate was prepared and posted in accordance with prevailing law.

Budget Impact:

No known budget impacts.

Staff Impact:

N/A.

Recommendation:

Staff recommends approval of the proposed Ordinance.

Attachments:

1. 4AX652402-Ordinance re Affirmative Defenses Amendment - Islamorada (6-10-25)
2. 4BB8105-Business Impact Estimate - code compliance defenses and findings (for July 22, 2025 meeting)

ORDINANCE NO. 25- ____

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

WHEREAS, pursuant to section 162.03, Florida Statutes, a local governing body such as the Village of Islamorada (the "Village") may adopt by ordinance a code enforcement system to hold hearings and assess fines against violators of municipal codes and ordinances; and

WHEREAS, the Village has adopted a code enforcement system under Article 2-III of Chapter 2 of the Village Code of Ordinances, including procedures for hearings to adjudicate alleged violations of the Village Code of Ordinances; and

WHEREAS, the Village desires to improve its code compliance hearing procedures by amending section 2-118 of the Code to require the submittal of affirmative defenses to the Village and hearing officer prior to the hearing on the case at issue; and

WHEREAS, the Village Council finds that the amendment as proposed herein is in the best interest of the Village and its residents.

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

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

Section 2. Amendment to the Code. Section 2-118, entitled "Scheduling and Conduct of Hearing," is hereby amended to read as follows: ¹

**CHAPTER 2 ADMINISTRATION
ARTICLE 2-III CODE COMPLIANCE
DIVISION 2-III-2 ADMINISTRATION AND ENFORCEMENT**

Sec 2-118 Scheduling And Conduct Of Hearing

- (a) Upon receipt of a written hearing request from the code compliance officer as provided for in section 2-115, the manager or his designee shall set the matter down for hearing on the next regularly scheduled hearing date or as soon thereafter as practicable.
- (b) The manager or his designee shall send a notice of hearing by first class mail to the named violator at his last known address. The notice of hearing shall include, but not be limited to, the following:
 - (1) Name of the code compliance officer who issued the notice.
 - (2) Factual description of the alleged violation.
 - (3) Date of the alleged violation.
 - (4) Section of the Code allegedly violated.
 - (5) Place, date and time of the hearing.
 - (6) Notice of the right of the violator to be represented by an attorney.
 - (7) Right of the violator to present evidence and witnesses and to cross examine witnesses.

¹ Coding: ~~Strikethrough words~~ are deletions to the existing words. Underlined words are additions to the existing words. Changes between first and second reading are indicated with **highlighted** ~~double-strikethrough~~ and double underline.

- (8) Notice that failure of the violator to attend the hearing may result in fines and administrative hearing costs being assessed.
- (9) Notice that requests for continuances will not be considered if not received by the code compliance hearing officer at least ten calendar days prior to the date set for the hearing.
- (10) Notice that any affirmative defenses to be raised at the hearing must be presented to the code compliance hearing officer and the code compliance officer no later than 5 days before the hearing. The alleged violator's failure to timely submit any affirmative defense shall constitute a waiver and preclude it from being raised at the hearing and considered by the hearing officer.
- (c) The manager or his designee shall call hearings on a monthly basis or upon the request of the code compliance officer.
- (d) A hearing date shall not be postponed or continued unless a request for continuance, showing good cause for such continuance, is received in writing by the code compliance hearing officer at least ten calendar days prior to the date set for the hearing. A hearing may only be continued once. Provided, however, that the code compliance hearing officer shall have the discretion to continue or reschedule any hearing if the code compliance hearing officer determines that good cause exists and that doing so will further the interests of justice. In arriving at such a determination, the code compliance hearing officer may consider the timeliness of the request for continuance, whether the party requesting the continuance acted diligently in doing so, the unavailability of a necessary witness or other evidence without inexcusable neglect on the part of the party wishing to call such witness or present such evidence, and any other exigent circumstances, including a medical emergency, an act of God or other unforeseen event, and whether a prior continuance has been granted. Inexcusable neglect, on the part of the party requesting it, shall not constitute good cause for a continuance. If a continuance is granted, the code compliance clerk shall notify the code compliance officer and the violator cited of the date and time of the rescheduled hearing.
- (e) All hearings of the code compliance hearing officer shall be open to the public. All testimony shall be under oath. Upon proper notice, a hearing may proceed in the absence of the named violator.
- (f) The proceedings at the hearing shall be recorded and may be transcribed at the expense of the party requesting the transcript.
- (g) The village clerk shall provide clerical and administrative personnel as may be reasonably required by each code compliance hearing officer for the proper performance of their duties.

- (h) Each case before a code compliance hearing officer shall be presented by the manager, his designee or the code compliance officer.
- (i) The hearing need not be conducted in accordance with the formal rules relating to evidence and witnesses, but fundamental due process shall be observed and shall govern the proceedings. Any relevant evidence shall be admitted if the code compliance hearing officer finds it competent and reliable, regardless of the existence of any common law or statutory rule to the contrary.
- (j) Each party shall have the right to call and examine witnesses, to introduce exhibits, to cross examine opposing witnesses on any matter relevant to the issues even though that matter was not covered in the direct examination, to impeach any witness regardless of which party first called that witness to testify, and to offer rebuttal of the evidence.
- (k) The code compliance hearing officer shall make findings of fact and conclusions of law based on evidence of record.
- (l) The fact-finding determination of the code compliance hearing officer shall be limited to whether the alleged violation occurred, and, if so, whether the person named in the notice may be held responsible for that violation. If the alleged violation is found to have occurred, the code compliance hearing officer must determine whether the person named in the notice may be held responsible because the person named in the notice is either (1) the property owner or a user of the property who is responsible for the violation; or (2) the party who committed the acts upon which the violation was found. Based upon this factfinding determination, the code compliance hearing officer shall either affirm or reverse the decision of the code compliance officer. If the code compliance hearing officer reverses the decision of the code compliance officer and finds the named violator not responsible for the code violation alleged in the notice, the named violator shall not be liable for the payment of any fine or costs, absent reversal of the code compliance hearing officer's findings on appeal pursuant to section 2-121.
- (m) If the named violator is found to have violated the Code, he shall be held liable for the reasonable costs of prosecution in the amount of \$125.00.
- (n) The decision of the code compliance hearing officer affirming the decision of the code compliance officer shall include the following elements:
 - (1) Amount of fine per day.
 - (2) Administrative costs of hearing.
 - (3) Date by which the violation must be corrected, not to exceed 45 days from the date of the order, to prevent resumption of continuing violation fines, if

applicable. For the purposes of this subsection, "correction" shall mean obtaining all required village permits and approvals and completing the corrective action within 45 days of the issuance of code compliance hearing officer's order. Alternatively, "correction" shall mean the removal, demolition or abatement of the violation within 45 days of the issuance of the code compliance hearing officer's order.

- (o) A code compliance hearing officer shall not postpone a hearing because the named violator, prior to the scheduled hearing date, files with the duly authorized village board of appropriate jurisdiction, if any, an administrative appeal concerning the interpretation or application of the Code provisions upon which the alleged violation was based. Rather the hearing shall take place as provided in this article and an order shall be issued subject to a determination in favor of the violator by such duly authorized board. If the appeal is unsuccessful the fine assessed by the code compliance hearing officer will be retroactively imposed. However, once an issue has been determined by a code compliance hearing officer in a specific case, that issue may not be further reviewed by a village board in that specific case unless an appeal was filed with the board prior to the code compliance hearing.
- (p) The code compliance hearing officer shall be bound by the interpretations and decisions of duly authorized village boards concerning the provisions of the Code within their respective jurisdictions. In the event such a board decides that an alleged violation of the Code is not in accordance with such board's interpretation of the Code provision on which the violation is based, the code compliance hearing officer shall not be empowered to proceed with the enforcement of the violation and he shall vacate any order entered.

Section 3. Repeal of Conflicting Provisions. The provisions of the Code and all ordinances or parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed.

Section 4. Severability. The provisions of this Ordinance are declared to be severable and if any section, sentence, clause or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity

of the remaining sections, sentences, clauses, and phrases of this Ordinance but they shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

Section 5. Inclusion in the Code. It is the intention of the Village Council and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the Code, that the sections of the Ordinance may be renumbered or relettered to accomplish such intentions, and that the word "Ordinance" shall be changed to "Section" or other appropriate word where applicable.

Section 6. Effective Date. This Ordinance be effective immediately upon adoption on second reading.

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

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

PASSED on first reading this ____ day of June, 2025.

[Remainder of the page intentionally left blank.]

The foregoing Ordinance was offered by _____, who moved its adoption on second reading. This motion was seconded by _____, and upon being put to a vote, the vote was as follows:

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

PASSED AND ADOPTED on the second reading this ____ day of _____, 2025.

SHARON MAHONEY, MAYOR

ATTEST:

MARNE MCGRATH, VILLAGE CLERK

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

JOHN J. QUICK, VILLAGE ATTORNEY



Meeting Date: July 22, 2025

Business Impact Estimate Form

This Business Impact Estimate Form is provided to document compliance with and exemption from the requirements of section 166.041(4), Fla. Stat. If one or more boxes are checked below under "Applicable Exemptions", this indicates that the Village has determined that section 166.041(4), Fla. Stat., does not apply to the proposed ordinance and that a business impact estimate is not required by law. If no exemption is identified, a business impact estimate required by section 166.041(4), Fla. Stat. will be provided in the "Business Impact Estimate" section below. In addition, even if one or more exemptions are identified, the Village may nevertheless choose to provide information concerning the proposed ordinance in the "Business Impact Estimate" section below. This Business Impact Estimate Form may be revised following its initial posting.

Proposed ordinance's title/reference:

AN ORDINANCE OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, AMENDING 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

Applicable Exemptions:

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;

- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant, or other financial assistance accepted by the municipal government;
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☐ The proposed ordinance is enacted to implement the following:
 - ☐ Development orders and development permits, as those terms are defined in s. 163.3164, and development agreements, as authorized by the Florida Local Government Development Agreement Act under ss. 163.3220-163.3243;
 - ☐ Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
 - ☐ Section 553.73, Florida Statutes, relating to the Florida Building Code; or
 - ☐ Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

Business Impact Estimate:

The Village hereby publishes the following information:

1. A summary of the proposed ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals and welfare):

The proposed ordinance would amend the Village Code to clarify findings necessary for the code compliance hearing officer as well as a timeframe for asserting affirmative defenses.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the municipality, including the following, if any:
 - (a) An estimate of direct compliance costs that businesses may reasonably incur if the ordinance is enacted:

Clarifying necessary findings and deadlines is not intended to impact any business in the Village.

- (b) Identification of any new charge or fee on businesses subject to the proposed ordinance, or for which businesses will be financially responsible:

Clarifying necessary findings and deadlines is not intended to impact any charges/fees on businesses in the Village.

- (c) An estimate of the municipality's regulatory costs, including an estimate of revenues from any new charges or fees that will be imposed on businesses to cover such costs:

None.

3. A good faith estimate of the number of businesses likely to be impacted by the ordinance:

Clarifying necessary findings and deadlines is not intended to impact any business in the Village.

4. Additional information the governing body determines may be useful (if any):

N/A.

Note: The Village's provision of information in the Business Impact Estimate section above, notwithstanding an applicable exemption, shall not constitute a waiver of the exemption or an admission that a business impact estimate is required by law for the proposed ordinance. The Village's failure to check one or more exemptions above shall not constitute a waiver of the omitted exemption or an admission that the omitted exemption does not apply to the proposed ordinance under section 166.041(4), Fla. Stat., section 166.0411, Fla. Stat., or any other relevant provision of law.



Council Communication

To: Mayor and Village Council
From: A.J. Engelmeyer, Public Works Director
Date: September 9, 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" - Second Reading TAB 14**

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.

A Business Impact Estimate was prepared and posted in accordance with prevailing law.

Budget Impact:

None

Staff Impact:

None

Recommendation:

It is recommended that the Village Council adopt the attached Ordinance.

- Attachments:**
1. Ordinance
 2. 4BM0775-Business Impact Estimate - wastewater utility policy (for September 9, 2025 meeting)

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

¹Coding: 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



Meeting Date: September 9, 2025

Business Impact Estimate Form

This Business Impact Estimate Form is provided to document compliance with and exemption from the requirements of section 166.041(4), Fla. Stat. If one or more boxes are checked below under "Applicable Exemptions", this indicates that the Village has determined that section 166.041(4), Fla. Stat., does not apply to the proposed ordinance and that a business impact estimate is not required by law. If no exemption is identified, a business impact estimate required by section 166.041(4), Fla. Stat. will be provided in the "Business Impact Estimate" section below. In addition, even if one or more exemptions are identified, the Village may nevertheless choose to provide information concerning the proposed ordinance in the "Business Impact Estimate" section below. This Business Impact Estimate Form may be revised following its initial posting.

Proposed ordinance's title/reference:

AN ORDINANCE OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, AMENDING CHAPTER 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

Applicable Exemptions:

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;

- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant, or other financial assistance accepted by the municipal government;
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☐ The proposed ordinance is enacted to implement the following:
 - ☐ Development orders and development permits, as those terms are defined in s. 163.3164, and development agreements, as authorized by the Florida Local Government Development Agreement Act under ss. 163.3220-163.3243;
 - ☐ Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
 - ☐ Section 553.73, Florida Statutes, relating to the Florida Building Code; or
 - ☐ Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

Business Impact Estimate:

The Village hereby publishes the following information:

1. A summary of the proposed ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals and welfare):

The proposed ordinance would amend the Village Code to create a wastewater backup policy, including mitigation measure, responsibility, and reporting.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the municipality, including the following, if any:
 - (a) An estimate of direct compliance costs that businesses may reasonably incur if the ordinance is enacted:

Establishing a policy for managing and preventing wastewater and sewage backups is intended to maintain public health and safety; it is not intended to impact any business in the Village.

- (b) Identification of any new charge or fee on businesses subject to the proposed ordinance, or for which businesses will be financially responsible:

Establishing a policy for managing and preventing wastewater and sewage backups is intended to maintain public health and safety; it is not intended to impact any business in the Village.

- (c) An estimate of the municipality's regulatory costs, including an estimate of revenues from any new charges or fees that will be imposed on businesses to cover such costs:

None beyond what is currently in place.

3. A good faith estimate of the number of businesses likely to be impacted by the ordinance:

Establishing a policy for managing and preventing wastewater and sewage backups is intended to maintain public health and safety; it is not intended to impact any business in the Village.

4. Additional information the governing body determines may be useful (if any):

N/A.

Note: The Village's provision of information in the Business Impact Estimate section above, notwithstanding an applicable exemption, shall not constitute a waiver of the exemption or an admission that a business impact estimate is required by law for the proposed ordinance. The Village's failure to check one or more exemptions above shall not constitute a waiver of the omitted exemption or an admission that the omitted exemption does not apply to the proposed ordinance under section 166.041(4), Fla. Stat., section 166.0411, Fla. Stat., or any other relevant provision of law.



Council Communication

To: Mayor and Village Council
From: Peter Frezza, Environmental Resources Manager
Date: September 9, 2025
SUBJECT: **Ordinance Creating a Slow Speed/Minimum Wake Zone for Starcks Wheel Ditch - First Reading TAB 15**

Background:

Starck's Wheel Ditch is a high traffic channel adjacent to the bayside of Lower Matecumbe Key, averaging less than 100-feet in width with several small tributary creeks popular for recreation. These conditions often lead to conflicts between swimmers, kayakers, and motorized vessels traveling at high speeds. The Islamorada Village Council along with the Village's Nearshore Water Regulations Citizens Advisory Committee have been discussing the idea of establishing a slow speed / minimum wake zone through this wheel ditch. The new regulatory zone has been proposed to address the danger that the narrow channel creates due to the high recreational use, poor visibility and speed of vessels through the channel. After discussions on the subject at its regularly scheduled meeting on April 8, 2025, the Village Council gave direction to staff to establish an Ordinance that would create a new slow speed zone through the channel. The proposed ordinance has the support of the Florida Department of Environmental Protection who manages the adjacent Lignumvitae Key Aquatic Preserve.

Analysis:

In accordance with section 327.46, Florida Statutes, the Village is granted the authority to implement slow speed / minimum wake boating safety zones on a creek, stream, canal, or similar linear waterway if the waterway is less than 75 feet in width. For the protection of the public, boaters and recreational paddlers, the proposed Ordinance would create an approximately 3,870-foot-long slow speed/minimum wake zone through the Starcks Wheel Ditch, incorporating all areas 75 feet in width or less from shoreline to shoreline, as depicted in Exhibit "B". The zone would be marked by a pair of regulatory buoys on each side of the channel, denoting the boundaries of the zone. Permitting of the buoys with the jurisdictional regulatory agencies is underway, in concurrence with the adoption of this Ordinance.

A violation of this Ordinance may be enforced by issuance of a uniform boating citation by a duly authorized law enforcement officer pursuant to the procedures set forth in section 327.73, Florida Statutes and section 327.74, Florida Statutes. The penalty for a violation would be up to \$250.00 as provided for by section 327.73, Florida Statutes, or such other amount as may be authorized by the state legislature should the statute be amended.

Budget Impact:

Through adoption of Resolution No. 25-06-44, the Village Council approved a work authorization with WSP USA Inc. for the design and permitting of the regulatory zone and

buoy system at a cost of \$10,732. The proposed FY 2025-26 budget includes \$20,000 for the purchase and installation of the buoys which will mark the zone. This expenditure would be accounted for in the General Fund/Village Manager/Professional Services account. Village staff expect repair and maintenance costs to be minimal and would incorporate the replacement of lost or damaged buoys. Costs associated with additional enforcement personnel by the Monroe County Sheriff's Office are not anticipated at this time.

Staff Impact:

Staff impact associated with the adoption of this Ordinance are for staffing and resources necessary for the completion of the permitting for the project and for coordination during installation of the buoys. A need for additional staffing or resources from the Sheriff's office for enforcement have not been determined necessary at this time.

Recommendation:

Staff recommends that the Village Council pass and adopt the proposed Ordinance on first reading.

- Attachments:**
1. Resolution_4AY755202-Ordinance creating slow speed minimum wake zone for Starcks Wheel Ditch
 2. Exhibit B_Buoy Location Map

ORDINANCE NO. ____

AN ORDINANCE OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, AMENDING CHAPTER 66 "WATERWAYS", ARTICLE I "IN GENERAL", SECTION 66-2 "OPERATION OF VESSELS IN RESTRICTED AREAS" OF THE VILLAGE CODE TO CREATE A SLOW SPEED MINIMUM WAKE ZONE GENERALLY LOCATED NORTH-WEST OF LIGNUMVITAE CHANNEL BRIDGE OFF LOWER MATECUMBE KEY, IN THE AREA GENERALLY KNOWN AS STARCKS WHEEL DITCH; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, pursuant to Section 327.46, Florida Statutes, Islamorada, Village of Islands (the "Village") has the authority to adopt slow speed / minimum wake boating restricted areas within the Village; and

WHEREAS, Florida Statutes § 327.46 (1)(b) grants the Village Council of Islamorada, Village of Islands (the "Village Council") the authority to implement slow speed / minimum wake boating safety zones on a creek, stream, canal, or similar linear waterway if the waterway is less than 75 feet in width from shoreline to shoreline; and

WHEREAS, the Village Council has identified that the area known as the "Starcks Wheel Ditch" located just northwest of the Lignumvitae Channel Bridge off Lower Matecumbe Key as further described in Exhibit "B"¹ hereto requires such regulation in

¹ / There is no Exhibit A to this Resolution. The attached Exhibit is designated as Exhibit B to avoid any confusion with the terms already existing in section 66-2(c)(2)a. of the Village Code.

order to protect the boating public; and

WHEREAS, allowing boaters to operate at speeds greater than slow speed/minimum wake within the "Starcks Wheel Ditch" has and would continue to create dangerous navigational hazards; and

WHEREAS, the Village has experienced complaints about dangerous and unsafe boating within "Starcks Wheel Ditch" as a result of the current speeds allowed therein; and

WHEREAS, the Village Council desires to establish slow speed/minimum wake boating safety zone for the "Starcks Wheel Ditch" area pursuant to section 327.46 (1)(b), Florida Statutes; and

WHEREAS, nothing in this ordinance shall limit or nullify any no wake zones, slow speed minimum wake zones, and/or idle speed no wake zones already existing within the waterways and boundaries of the Village; and

WHEREAS, the Village Council hereby finds and declares that the adoption of this Ordinance is necessary, appropriate and in the best interests of the Village and its residents.

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

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

Section 2. Amendments to Chapter 66 the Village Code. Chapter 66

entitled "Waterways", Article I "In General", Section 66-2 is hereby amended as set forth herein:

Additional text is shown as <u>underlined</u> ;	deleted text is shown as strikethrough
---	---

Article I. In General

Sec. 66-2 Operation of vessels in restricted areas

* * *

(c) *Slow Speed Minimum Wake Zones.*

(1) Pursuant to Florida Administrative Code Chapter 68D-23.103, "Slow Speed Minimum Wake" and "Slow Speed" may be used interchangeably and mean that all vessels must be fully off plane and completely settled into the water. The vessel must then proceed at a speed which is reasonable and prudent under the prevailing circumstances so as to avoid the creation of an excessive wake or other hazardous condition which endangers or is likely to endanger other vessels or other persons using the waterway. At no time is any vessel required to proceed so slowly that the operator is unable to maintain control over the vessel or any other vessel or object that it has under tow. A vessel that is:

- a. Operating on plane is not proceeding at this speed,
- b. In the process of coming off plane and settling into the water or coming up onto plane is not proceeding at this speed,
- c. Operating at a speed that creates a wake which unreasonably or unnecessarily endangers other vessels or other persons using the waterway, or is likely to do so, is not proceeding at this speed,
- d. Completely off plane and which has fully settled into the water and is proceeding at a reasonable and prudent speed with

little or no wake is proceeding at this speed.

(2) The following described waterways or portions of waterways is hereby established as Slow Speed Minimum Wake zones on a creek, stream, canal, or similar linear waterway if the waterway is less than 75 feet in width from shoreline to shoreline:

a. A boating safety zone from approximately mangrove fringe to mangrove fringe, within the Whale Harbor Wheel Ditch, which encompasses the area of a line drawn perpendicular to the waterway, that passes through a westerly point (24°56'43.76" N 80°37'24.82" W) to a line that passes through an eastern point (24°56'44.14" N 80°37'08.16" W) as depicted in the attached Exhibit "A".

[Map]

b. A boating safety zone from approximately mangrove fringe to mangrove fringe, within the Starcks Wheel Ditch, which encompasses the area of a line drawn perpendicular to the waterway, that passes through a western point (24°52'46.34" N 80°42'18.67" W) to a line that passes through an eastern point (24°53'07.22" N 80°41'43.80" W) as depicted in the attached Exhibit "B".

[Add Map]

* * *

Section 3. Repeal of Conflicting Provisions. The provisions of the Village of Islamorada Code and all Ordinances or parts of Ordinances in conflict with the provisions of this Ordinance are hereby repealed.

Section 4. Severability. The provisions of this Ordinance are declared to be severable and if any sentence, section, clause or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the

validity of the remaining sentences, sections, clauses or phrases of the Ordinance but they shall remain in effect it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

Section 5. Inclusion in the Code. It is the intention of the Village Council and it is hereby ordained the provisions of this Ordinance shall become and be made part of the Village of Islamorada Code, that sections of this Ordinance may be renumbered or re-lettered to accomplish such intentions, and that the word "Ordinance" shall be changed to "Section" or other appropriate word.

Section 6. Effective Date. This Ordinance shall become effective immediately upon adoption.

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

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

PASSED on first reading this ____ day of _____, 2025.

[Remainder of the page intentionally left blank.]

The foregoing Ordinance was offered by _____, who moved its adoption on second reading. This motion was seconded by _____, and upon being put to a vote, the vote was as follows:

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

PASSED AND ADOPTED on the second reading this ____ day of _____, 2025.

SHARON MAHONEY, MAYOR

ATTEST:

MARNE MCGRATH, VILLAGE CLERK

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

JOHN J. QUICK, VILLAGE ATTORNEY

Exhibit "B"



Sources: ESRI 2021, WSP 2025



0 500 1,000 US Feet

Starck's Wheel Ditch Slow Speed/Minimum Wake Zone

Created 7/7/2025

WSP US0041689.9896





Council Communication

To: Mayor and Village Council
From: John Quick, Interim Village Attorney
Date: September 9, 2025
SUBJECT: **Ordinance Creating No Swimming and Human-Powered Vessel Zones in Marinas - First Reading TAB 16**

Background:

Recently, marinas in the Village have seen an increase in non-vessel activity within their marinas, such as swimming, wading, and diving within the marina waters. Accordingly, some marina owners have asked the Village to codify no swimming restrictions within marinas in the Village Code.

To that end, at the July regular Village Council meeting, Council directed staff to prepare an ordinance designed to curb this issue.

Analysis:

The attached resolution would create prohibitions in marinas for swimming, wading, diving, and the use of human-powered vessels.

Budget Impact:

Since these regulations would be enforced through means currently available to the Village, it is not anticipated that additional budgeted funds would be required.

Staff Impact:

The proposed ordinance would create an additional regulation which may require enforcement through staff.

Recommendation:

Staff recommends adoption of the attached resolution.

Attachments: 1. 4BN480103-Ordinance creating no swimming zones in marinas

ORDINANCE NO. 25-__

AN ORDINANCE OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, CREATING CHAPTER 66 "WATERWAYS", ARTICLE I "IN GENERAL", SECTION 66-4 "RESTRICTED ACTIVITIES IN PUBLIC AND PRIVATE MARINAS" OF THE VILLAGE CODE TO CREATE A HUMAN-POWERED VESSEL AND NON-VESSEL ACTIVITY EXCLUSION ZONE IN PUBLIC AND PRIVATE MARINAS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, pursuant to section 166.021, Florida Statutes, and section 66-3 of the Village Code, the Village of Islamorada, Village of Islands (the "Village") has the authority to adopt restrictions to activities that pose a threat to public safety within the Village; and

WHEREAS, recently, marinas in the Village have seen an increase in non-vessel activity within their marinas, such as swimming, wading, and diving within the marina waters; and

WHEREAS, some marina owners have petitioned the Village to codify no swimming restrictions within marinas in the Village Code; and

WHEREAS, swimming, wading, diving, and human-powered vessels in public and private marinas threaten the safety and welfare of the public; and

WHEREAS, any additional, non-vessel activity in public and private marinas threatens the safety and welfare of the public; and

WHEREAS, section 327.32, Florida Statutes, declares Vessels to be "dangerous instrumentalities"; and

WHEREAS, section 327.33, Florida Statutes, requires any person operating a vessel to do so in a "reasonably prudent manner"; and

WHEREAS, swimming, wading, diving, and human-powered vessels in public and private

marinas heightens the risk of operating a Vessel in a marina; and

WHEREAS, for the protection of the public, the Village Council of Islamorada, Village of Islands (the "Village Council") desires to create non-vessel activity (e.g., swimming, wading, diving, etc.) exclusion zones in all public and private marinas within the Village; and

WHEREAS, the Village Council hereby finds and declares that the adoption of this Ordinance is necessary, appropriate and in the best interests of the Village and its residents.

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

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

Section 2. **Amendments to the Code.** Section 66-4, titled "Restricted activities in public and private marinas" is hereby created as part of Chapter 66, titled "Waterways", Article I, "In General", is hereby created as follows:¹

Article I. In General

*

*

Sec. 66-4 Restricted activities in public and private marinas.

(a) Definitions. The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them in this subsection, except where the context clearly indicates a different meaning. If any definition is inconsistent with the definitions in F.S. § 327.02, the definition in F.S. § 327.02 shall take precedence.

Diving shall mean both (i) the sport or activity of swimming or exploring underwater; and (ii) the sport or activity of diving into water from a dock, diving

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.

board, vessel, land, or land-based structure or vessel.

Human-powered vessel shall mean a vessel powered only by its occupant or occupants, including, but not limited to, a vessel powered only by the occupants' hands or feet, oars, or paddles.

Idle speed - no wake means that a vessel must proceed at a speed no greater than that which will maintain steerageway and headway. At no time is any vessel required to proceed so slowly that the operator is unable to maintain control over the vessel or any other vessel or object that it has under tow.

Marina shall mean any public or privately owned harbor, or designated area, within the Village of Islamorada where boats are moored or docked. If the subject property is only partially within Islamorada, Village of Islands, then this section shall apply to the property in its entirety.

Marker means any channel mark or other aid to navigation, information or regulatory mark, isolated danger mark, safe water mark, special mark, inland waters obstruction mark, or mooring buoy in, on, or over the Village-controlled waters or the shores thereof.

Motorized vessel means any vessel equipped with machinery for propulsion, irrespective of whether the propulsion is in actual operation.

Non-vessel activity means any activity on or below the water surface that does not primarily involve a motorized vessel or sailboat, including but not limited to swimming, diving, and wading.

Operate means to be in charge of or in command of or in actual physical control of a vessel upon the Village-controlled waters, or to exercise control over or to have responsibility for a vessel's navigation or safety while the vessel is underway upon Village -controlled waters, or to control or steer a vessel being towed by a vessel upon Village -controlled waters.

Person means an individual, partnership, firm, corporation, association or other entity.

Sailboat means a vessel whose sole source of propulsion is the wind.

Slow Speed Minimum Wake and *Slow Speed* may be used interchangeably and means that a vessel must be fully off plane and completely settled into the water. The vessel must then proceed at a speed which is reasonable and prudent under the prevailing circumstances so as to avoid the creation of an excessive wake or other hazardous condition which endangers or is likely to endanger other vessels or other persons using the waterway. At no time is any vessel required to proceed

so slowly that the operator is unable to maintain control over the vessel or any other vessel or object that it has under tow.

Steerageway means the minimum rate of motion required for the helm of the vessel to have effect.

Swim Area means a designated area wherein all vessels of any type are prohibited from entering the marked area.

Swimming shall mean the act of propelling oneself through the water using one's limbs and body, either for recreational, exercise, sport, or a similar purpose.

Vessel means every description of watercraft, barge, and air boat, other than a sea plane on water, used or capable of being used as a means of transportation on water, including human powered craft.

Vessel-exclusion zone means an area from which all vessels or certain classes of vessels are excluded.

Wading means the act of walking or standing in shallow water.

- (b) It shall be prohibited for any individual to swim, dive, or wade in any public or private marina.
- (c) No individual may enter a marina and engage in any non-vessel activity. In addition, no individual may utilize a human-powered vessel in a marina. If any owner, operator or Person in command of any vessel ("Responsible Party") engages in, or permits any passenger(s) of the vessel to engage in a non-vessel activity, then the Responsible Party may be subject to section 66-4(e) of this Ordinance.
- (d) *Exemptions.* The following acts shall be exempt from the regulations contained in this section:
 - (1) A human-powered vessel operating under emergency conditions during an emergency; or
 - (2) Any other prohibited activity solely for sea rescue/emergency or for ensuring compliance with local, state or federal law.
- (e) *Penalties.* A violation of this section may be enforced by issuance of a citation, summons, or notice to appear in county court, or arrest as provided in F.S. ch. 901, or in accordance with chapter 2, article 2-III of this Code, and is punishable by a fine not to exceed \$500.00. Nothing contained in this section, however, shall prohibit the

village from enforcing this section by any other lawful means.

Section 3. **Repeal of Conflicting Provisions.** The provisions of the Village Code of Ordinances and all Ordinances or parts of Ordinances in conflict with the provisions of this Ordinance are hereby repealed.

Section 4. **Severability.** The provisions of this Ordinance are declared to be severable and if any sentence, section, clause or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sentences, sections, clauses or phrases of the Ordinance but they shall remain in effect it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

Section 5. **Inclusion in the Code.** It is the intention of the Village Council and it is hereby ordained the provisions of this Ordinance shall become and be made part of the Village of Islamorada Code, that sections of this Ordinance may be renumbered or re-lettered to accomplish such intentions, and that the word "Ordinance" shall be changed to "Section" or other appropriate word.

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

The remainder of this page intentionally left blank.

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

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

PASSED on first reading this ____ day of _____, 2025.

The remainder of this page intentionally left blank.

The foregoing Ordinance was offered by _____, who moved its adoption on second reading. This motion was seconded by _____, and upon being put to a vote, the vote was as follows:

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

PASSED AND ADOPTED on the second reading this ____ day of _____, 2025.

SHARON MAHONEY, MAYOR

ATTEST:

MARNE MCGRATH, VILLAGE CLERK

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

JOHN J. QUICK, VILLAGE ATTORNEY



Council Communication

To: Mayor and Village Council
From: John Quick, Interim Village Attorney
Date: September 9, 2025
SUBJECT: **Ordinance Amending Animal Control Regulations Related to Peafowl - First Reading TAB 17**

Background:

During the July regular Village Council meeting, Council gave direction to staff to prepare specific animal control regulations related to peafowl.

Analysis:

The proposed ordinance would prohibit both the removal of peafowl and their eggs and the feeding of peafowl. There are two exceptions to these limitations: (1) for property zoned agricultural and being used for a bona fide agricultural use; and (2) for removal of peafowl from one's own property, so long as it does not physically injure the peafowl or peafowl eggs.

Budget Impact:

N/A.

Staff Impact:

N/A.

Recommendation:

Attachments: 1. 4BO5936-Ordinance prohibiting taking and feeding of peafowl

ORDINANCE NO. 25-__

**AN ORDINANCE OF ISLAMORADA, VILLAGE OF ISLANDS,
FLORIDA, AMENDING CHAPTER 4 "ANIMALS", ARTICLE I
"IN GENERAL", OF THE VILLAGE CODE TO CREATE A
SECTION 4-101 "TAKING AND FEEDING PEAFOWL
PROHIBITED" PROVIDING FOR SEVERABILITY;
PROVIDING FOR INCLUSION IN THE CODE; AND
PROVIDING FOR AN EFFECTIVE DATE**

WHEREAS, Article VIII, Section 2 of the Florida Constitution and Chapter 166 of the Florida Statutes provide that municipalities shall have the governmental, corporate, and proprietary powers to enable them to conduct municipal government, perform municipal functions, render municipal services, and exercise any power for municipal purposes except when expressly prohibited by law; and

WHEREAS, Section 4 of the Charter of Islamorada, Village of Islands ("Village") provides that "[t]he [V]illage shall have all governmental, corporate, and proprietary powers necessary to enable it to conduct municipal government, perform municipal functions, and render municipal services, and may exercise any power for municipal services unless expressly prohibited by law"; and

WHEREAS, Chapter 4 of the Village Code (entitled the "Animals") includes an animal control ordinance applicable and enforced within the Village; and

WHEREAS, the Village has established a code of ordinances to properly guide development and protect the health, safety, and welfare of the public; and

WHEREAS, the Village Council finds that there is a continued public need affecting life, health, property or the public peace of persons with regard to establishing procedures for control of animals with the Village municipal limits; and

WHEREAS, the Village Council desires to create Section 4-101 "Taking and Feeding of Peafowl Prohibited" of Chapter 4 "Animals" of the Village Code of Ordinances; and

WHEREAS, the Village Council finds that the provisions of this Ordinance are intended to advance the public health, safety, and welfare of the citizens of the Village.

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

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

Section 2. Amendment to the Code. Section 4-101 of the Village Code is hereby created to read as follows:¹

Article I. In General

* * *

Sec. 4-101. Taking and Feeding of Peafowl Prohibited.

- (a) It shall be unlawful for any person to take any peafowl.
- (b) As used in this section, "take" means taking, attempting to take, hunting, molesting, capturing, or killing any peafowl, their nests or eggs, by any means, whether or not such actions result in obtaining possession of peafowl or their nests or eggs.

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.

(c) Exceptions.

(1) The prohibitions of this section shall not apply on property zoned for agricultural use and used for a bona fide agricultural purpose.

(2) Nothing in this section shall prevent a property owner from removing peafowl from his or her own property in a manner that does not physically injure the peafowl or peafowl eggs.

(d) It shall be unlawful for any person to feed any peafowl, either directly or by making food freely available for the purpose of consumption by peafowl. Notwithstanding the foregoing, a person may maintain vegetation they know, or have reason to know, peafowl eat so long as the vegetation's primary purpose is not to attract peafowl to their property.

(e) As used in this section, "food" means anything favorable to an omnivore's diet, including but not limited to insects, seeds, grains, flower, fruits and berries.

Section 3. Repeal of Conflicting Provisions. The provisions of the Code and all ordinances or parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed.

Section 4. Severability. The provisions of this Ordinance are declared to be severable and if any section, sentence, clause or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but they shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

Section 5. Inclusion in the Code. It is the intention of the Village Council, and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the Code, that the sections of the Ordinance may be renumbered or relettered to

accomplish such intentions, and that the word "Ordinance" shall be changed to "Section" or other appropriate word where applicable.

Section 6. **Effective Date.** This Ordinance be effective immediately upon adoption on second reading.

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

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

PASSED on first reading this ____ day of _____, 2025.

The foregoing Ordinance was offered by _____, who moved its adoption on second reading. This motion was seconded by _____, and upon being put to a vote, the vote was as follows:

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

PASSED AND ADOPTED on the second reading this ____ day of _____, 2025.

SHARON MAHONEY, MAYOR

ATTEST:

MARNE MCGRATH, VILLAGE CLERK

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

JOHN J. QUICK, VILLAGE ATTORNEY



Council Communication

To: Mayor and Village Council
From:
Date: September 9, 2025
SUBJECT: **Ordinance Establishing 20 miles per Hour Speed Zone on Cortez Drive - First Reading TAB 18**

Background:

In 2005, the Village Council of Islamorada, Village of Islands (the "Village") adopted Ordinance No. 05-10, which approved and established the individual streets within the Village on which maximum speed zones were established. Based on investigation and analysis, the Village established reasonable speed limits of twenty (20) or twenty-five (25) miles per hour on specific streets in residential districts as set forth in Section 50-53 of the Village Code of Ordinances. In the subsequent years, the Village has amended section 50-53 to include additional streets with a maximum speed limit of twenty (20) miles per hour.

Analysis:

Earlier this year, various residents approached the Village about lowering the speed limit on Cortez Drive on Lower Matecumbe Key from 25 miles per hour. Village staff determined that the maximum speed zone of twenty (20) miles per hour is also a reasonable speed for Cortez Drive. The attached Ordinance would amend section 50-53 of the Village Code to include Cortez Drive among the streets with a maximum speed limit of twenty (20) miles per hour.

Budget Impact:

No financial or budget impact to the Village are expected as a result of approval or denial of this Ordinance amendment.

Staff Impact:

Current Staffing levels are not expected to be impacted by either decision made by the Village Council.

Recommendation:

Village staff recommends the Village Council adopt the proposed ordinance, thereby amending section 50-53 to include Cortez Drive in the list of twenty (20) miles per hour vehicle speed zones within the Village.

Attachments: 1. 4BR074502-Ordinance creating 20 miles per hour speed zone on Cortez Drive

ORDINANCE NO. 25-__

AN ORDINANCE OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, AMENDING CHAPTER 50, ARTICLE III OF THE VILLAGE CODE TITLED "TRAFFIC AND VEHICLE SPEED ZONES", SECTION 50-53 "SPEED ZONES; ESTABLISHED", TO CREATE A MAXIMUM SPEED ZONE OF TWENTY MILES PER HOUR FOR VEHICLES OPERATED ON CORTEZ DRIVE; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, Section 316.189, Florida Statutes, permits municipalities to establish reasonable speed limits of twenty (20) or twenty-five (25) miles per hour in residential zoning districts after an investigation determines that such speed limit is reasonable and in conformity with criteria promulgated by the Department of Transportation ("FDOT");

WHEREAS, in 2005, the Monroe County Engineer on behalf of Islamorada, Village of Islands ("Village") conducted an investigation in accordance with, and utilizing the procedures set out by, applicable law and the promulgated rules of the Florida Department of Transportation;

WHEREAS, this investigation demonstrated that maximum speed zones of twenty (20) miles per hour and twenty-five (25) miles per hour are reasonable speeds for certain local streets within the residential districts of the Village, excluding any County or State roads within the Village;

WHEREAS, Ordinance 05-10 established maximum speed zones in selected residential district streets; and

WHEREAS, in the intervening years, additional residential streets have been added to the twenty (20) miles per hour speed zones; and

WHEREAS, in 2018, the Village commissioned an Islamorada Traffic and Safety Study;
and

WHEREAS, the 2018 study makes note of the increase in automobile accidents from the
years 2011-2015; and

WHEREAS, various residents in and around Cortez Drive have approached the Village
about creating a safer environment as a result of numerous speed-related incidents; and

WHEREAS, the Village believes that the reduction in speed on Cortez Drive will likely
lead to a corresponding reduction in speed-related incidents – thereby creating a safer
environment for those traveling on and living near Cortez Drive; and

WHEREAS, the Village now desires to include Cortez Drive in the list of residential
district streets previously established in section 50-53 of the Village Code; and

WHEREAS, the Village Council finds that reducing the speed limit on Cortez Drive from
25 miles per hour to 20 miles per hour is in the best interest of the Village.

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

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

Section 2. Amendments to the Village Code. Chapter 50 of the Village Code titled
"Streets, Sidewalks and Other Public Places" is hereby amended by specifically revising Article III,
"Traffic and Vehicle Speed Zones", Section 50-53 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.

ARTICLE III "Traffic and Vehicle Speed Zones."

Section 50-53. Speed Zones; Established.

(a) As authorized by F.S. § 316.189(1), there is hereby established a maximum speed limit of 25 miles per hour for all streets in residence districts of Islamorada, Village of Islands except for the following streets where the maximum speed limit shall be 20 mph:

- (1) Bayview Drive, Lower Matecumbe Key
- (2) Buttonwood Lane, Lower Matecumbe Key
- (3) Willow Lane, Lower Matecumbe Key
- (4) Sapodilla Drive, Lower Matecumbe Key
- (5) Columbus Drive, Lower Matecumbe Key
- (6) Cortez Drive, Lower Matecumbe Key
- (7) Jerome Avenue, Upper Matecumbe Key
- (8) Atlantic Street, Upper Matecumbe Key
- (9) Matecumbe Avenue, Upper Matecumbe Key
- (10) Gulf Street, Upper Matecumbe Key
- (11) Bay Street, Upper Matecumbe Key
- (12) Palm Avenue, Upper Matecumbe Key
- (13) Industrial Drive, Upper Matecumbe Key
- (14) Johnson Road, Upper Matecumbe Key
- (15) Beach Road, Upper Matecumbe Key
- (16) Preston Street, Upper Matecumbe Key
- (17) North Carroll Street, Upper Matecumbe Key

(b) Speed zones shall be posted in accordance with F.S. § 316.189(3).

Section 3. Repeal of Conflicting Provisions. The provisions of the Village Code of Ordinances and all Ordinances or parts of Ordinances in conflict with the provisions of this Ordinance are hereby repealed.

Section 4. Inclusion in the Code. It is the intention of the Village Council, and it is hereby ordained the provisions of this Ordinance shall become and be made part of the Village of Islamorada Code, that sections of this Ordinance may be renumbered or re-lettered to accomplish such intentions, and that the word "Ordinance" shall be changed to "Section" or other appropriate word.

Section 5. Severability. The provisions of this Ordinance are declared to be severable and if any sentence, section, clause or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sentences, sections, clauses or phrases of the Ordinance but they shall remain in effect it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

Section 5. Effective Date. This Ordinance shall become effective immediately upon adoption.

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

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

PASSED on first reading this ____ day of _____, 2025.

The remainder of this page intentionally left blank.

The foregoing Ordinance was offered by _____, who moved its adoption on second reading. This motion was seconded by _____, and upon being put to a vote, the vote was as follows:

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

PASSED AND ADOPTED on the second reading this ____ day of _____, 2025.

SHARON MAHONEY, MAYOR

ATTEST:

MARNE MCGRATH, VILLAGE CLERK

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

JOHN J. QUICK, VILLAGE ATTORNEY