



Islamorada, Village of Islands

REGULAR VILLAGE COUNCIL MEETING

October 7, 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. Founders Park Master Plan (Final) — Project Manager Liudmila Fuentes, Miller Legg
 - B. FCAA Update on the Plantation Key Transmission Main Replacement Project - Project Manager Aaron Cutler
 - C. Plantation Key Colony Halloween Night - MCSO Captain Lissette Quintero
- V. **CITIZENS' ADVISORY COMMITTEE REPORTS & APPOINTMENTS**
 - A. Parks & Recreation Citizens' Advisory Committee Chair Report - Carolyn Wightman
- VI. **MAYOR / COUNCIL COMMUNICATIONS**
- VII. **VILLAGE ATTORNEY / VILLAGE MANAGER COMMUNICATIONS**
 - A. Wastewater System Improvement Discussion **TAB 1**
- 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**
 - September 4, 2025 Budget Hearing #1
 - September 9, 2025 Regular Village Council
 - September 11, 2025 Land Use Village Council
 - September 16, 2025 Budget Hearing #2

Workshop Summaries:

July 29, 2025 Citizens Budget Task Force Public Information Session
August 18, 2025 Baseball Field Citizens Task Force Public Information Session
August 27, 2025 Village Owned Properties Workshop

- B. Approval of Appointments to the Islamorada Youth Council **TAB 3**
Anne Onsgard

APPROVAL OF APPOINTMENTS TO THE ISLAMORADA YOUTH COUNCIL

- C. Resolution Approving FY25-26 Expenditures to All Aspects Inspection Services LLC through a Cooperative Professional Services Agreement **TAB 4** Sheila Denoncourt, Building Services Director

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING FISCAL YEAR 2025-2026 EXPENDITURES THROUGH A COOPERATIVE PROFESSIONAL SERVICES AGREEMENT BETWEEN ALL ASPECTS INSPECTION SERVICES, LLC, AND ISLAMORADA, VILLAGE OF ISLANDS, TO PROVIDE BUILDING PERMIT PLANS REVIEW AND INSPECTION SERVICES TO THE BUILDING SERVICES DEPARTMENT; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; AND PROVIDING FOR AN EFFECTIVE DATE

- D. Resolution Approving Work Authorization No. 6 with MT Causley LLC and the Village of Islamorada **TAB 5** Sheila Denoncourt, Building Services Director

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING WORK AUTHORIZATION NO. 6 BETWEEN M. T. CAUSLEY, LLC, AND ISLAMORADA, VILLAGE OF ISLANDS, TO PROVIDE GENERAL SUPPORT SERVICES TO THE BUILDING SERVICES DEPARTMENT; 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 WORK AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE

- E. Resolution Approving Fiscal Year 2025-2026 Purchases from Wastewater Vendors for the Wastewater Department **TAB 6** A.J. Engelmeyer, Public Works Director

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING FISCAL YEAR 2025-2026 EXPENDITURES FROM AIRVAC INC., DONERITE

PUMPS, INC., FORTILINE WATERWORKS, KB VACUUM PUMP SOLUTIONS, LLC., FERGUSON WATERWORKS, WASCON INC., AND SUNBELT RENTALS FOR THE OPERATION AND MAINTENANCE OF THE VILLAGE'S WASTEWATER COLLECTION AND TRANSMISSION SYSTEM; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING A WAIVER OF COMPETITIVE BIDDING; AND PROVIDING FOR AN EFFECTIVE DATE

- F. Resolution Approving Work Authorization No. 3 Between Page Excavating, Inc., and Islamorada, Village Of Islands, to Provide General Wastewater Support Services as Needed for FY 2024-2025
TAB 7 A.J. Engelmeyer, Public Works Director

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, RATIFYING AND APPROVING WORK AUTHORIZATION NO. 3 BETWEEN PAGE EXCAVATING, INC. AND ISLAMORADA, VILLAGE OF ISLANDS, TO PROVIDE WASTEWATER SUPPORT SERVICES AS NEEDED; AUTHORIZING VILLAGE OFFICIALS TO IMPLEMENT THE TERMS AND CONDITIONS OF WORK AUTHORIZATION NO. 2; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE WORK AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE

- G. Resolution Approving Memorandum Of Agreement (MOA) Between The Florida Department Of Transportation (FDOT) and the Village for the Keys Connecting Overseas To Advance Safe Travel (Keys Coast) Connected Vehicle Pilot Program **TAB 8** A.J. Engelmeyer, Public Works Director

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING A MEMORANDUM OF AGREEMENT BETWEEN THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) AND ISLAMORADA, VILLAGE OF ISLANDS, FOR THE KEYS CONNECTING OVERSEAS TO ADVANCE SAFE TRAVEL (KEYS COAST) CONNECTED VEHICLE PILOT PROJECT; AUTHORIZING VILLAGE OFFICIALS TO IMPLEMENT THE TERMS AND CONDITIONS OF THE MOA; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE MOA; AND PROVIDING FOR AN EFFECTIVE DATE

- H. Resolution Accepting State Funding Grant Agreement with FDOT for Elevating a 2,500 ft Section of the Overseas Heritage Trail on Lower Matecumbe **TAB 9** Alyssa Panzer, Grants and Environmental Coordinator

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA ACCEPTING THE GRANT AWARD FROM THE FLORIDA DEPARTMENT OF

TRANSPORTATION FOR THE ELEVATION OF THE FLORIDA KEYS OVERSEAS HERITAGE TRAIL IN LOWER MATECUMBE - FM 456893-1-54-01; APPROVING THE STATE FUNDED GRANT AGREEMENT BETWEEN THE FLORIDA DEPARTMENT OF TRANSPORTATION AND ISLAMORADA, VILLAGE OF ISLANDS TO PROVIDE REIMBURSEMENT FUNDING FOR THE PROJECT OF UP TO \$200,000; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE AGREEMENT; AUTHORIZING VILLAGE OFFICIALS TO IMPLEMENT THE TERMS AND CONDITIONS OF THE AGREEMENT; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; AND PROVIDING AN EFFECTIVE DATE

- I. Resolution Accepting the TDC Grant Award for Founders Park Pool Resurfacing and Facilities Improvement Project **TAB 10** Alyssa Panzer, Grants and Environmental Coordinator

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, ACCEPTING THE GRANT AWARD FROM THE MONROE COUNTY TOURIST DEVELOPMENT COUNCIL FOR FOUNDERS PARK POOL RESURFACING; APPROVING THE GRANT AGREEMENT #3506 TO PROVIDE REIMBURSEMENT FUNDING FOR THE PROJECT; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE AGREEMENT; AUTHORIZING VILLAGE OFFICIALS TO IMPLEMENT THE TERMS AND CONDITIONS OF THE AGREEMENT; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; AND PROVIDING FOR AN EFFECTIVE DATE

- J. Resolution Approving Work Authorization No. 1 with RES Florida Consulting, LLC. for Design and Permitting Breakwater at Sea Oats Beach **TAB 11** Alyssa Panzer, Grants and Environmental Coordinator

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING WORK AUTHORIZATION NO. 1 WITH RES FLORIDA CONSULTING LLC FOR DESIGN AND PERMITTING BREAKWATER AT SEA OATS BEACH; AUTHORIZING VILLAGE OFFICIALS TO IMPLEMENT THE TERMS AND CONDITIONS OF THE PROJECT AGREEMENT; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE WORK AUTHORIZATION NO 1; AND PROVIDING FOR AN EFFECTIVE DATE

- K. Resolution Ratification of Remote Monitoring and Management (RMM) and T&M Expenditures **TAB 12** Vince Tarves, IT Director

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, RATIFYING REMOTE MONITORING AND MANAGEMENT (RMM) AND TIME-AND-

MATERIALS (T&M) EXPENDITURES FOR FISCAL YEAR 2024–25; AUTHORIZING A TOTAL NOT-TO-EXCEED AMOUNT OF \$40,800; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

- L. Resolution Approving Change Order to United Data Technologies Contract for Fiscal Year 2025-2026 **TAB 13** Vince Tarves, IT Director

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING A CHANGE ORDER TO THE EXISTING REMOTE MONITORING AND MANAGEMENT CONTRACT WITH UNITED DATA TECHNOLOGIES TO COVER ALL VILLAGE FACILITIES; AUTHORIZING AN ANNUAL CONTRACT AUTHORIZING AN ADDITIONAL NOT-TO-EXCEED FOR FISCAL YEAR 2025–26; PROVIDING FOR AUTHORIZATION OF VILLAGE OFFICIALS; AND PROVIDING FOR AN EFFECTIVE DATE

- M. Resolution Approving Fiscal Year 2025-2026 Purchases from Fire Rescue Vendors for the Fire, Rescue, and Emergency Management **TAB 14** Terry Abel, Fire Chief

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING FISCAL YEAR 2025-2026 EXPENDITURES FROM MUNICIPAL EMERGENCY SERVICES INC., TGM MEDICAL CORPORATION, BOUNDTREE MEDICAL, FLORIDA KEYS EMERGENCY VEHICLE REPAIR LLC., ISLAMORADA POWER, LIFE SCAN WELLNESS CENTERS, STRYKER FLEX FINANCIAL, ISLAND AIR, AND EARLY ALERT FOR THE OPERATION AND MAINTENANCE OF THE VILLAGE'S FIRE RESCUE AND EMERGENCY MANAGEMENT SERVICES; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING A WAIVER OF COMPETITIVE BIDDING; AND PROVIDING FOR AN EFFECTIVE DATE

- N. Resolution Approving Purchase of Six (6) Motorola APX 8000 Radios Utilizing National Association of State Procurement Officials Pricing for Fire Rescue Services **TAB 15** Terry Abel, Fire Chief

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING THE PURCHASE OF SIX (6) APX MOTOROLA RADIOS FROM MOTOROLA 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

- O. Resolution Approving Purchase of a 2026 Ford F-250 XLT from Duval Ford **TAB 16** Terry Abel, Fire Chief

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING THE PURCHASE OF A 2026 FORD F-250 XLT FROM DUVAL FORD FLEET SALES FOR THE VILLAGE FIRE RESCUE DEPARTMENT; DECLARING 2011 FORD AND 2016 CHEVROLET AS SURPLUS PROPERTY; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE NECESSARY DOCUMENTS; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; AND PROVIDING FOR AN EFFECTIVE DATE

- P.** Resolution Approving Purchase of a 2026 Ford F-550 XL from Duval Ford as a Heavy Tow Vehicle for Fire Rescue Services **TAB 17** Terry Abel, Fire Chief

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING THE PURCHASE OF A 2026 FORD F-550 XL FROM DUVAL FORD FLEET SALES 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 One Year Extension to GrayRobinson Agreement for State Lobbying Services **TAB 18** (John Quick, Interim Village Attorney)

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

- B.** Resolution Approving the Final Rankings and Recommendations of the RFP 25-06 Evaluation Committee for Selection of a Contractor for the Pool Resurfacing and Facility Improvements Project **TAB 19** Maria Bagiotti, Founders Park Director

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING THE FINAL

**RANKINGS AND RECOMMENDATIONS OF THE RFP 25-06
EVALUATION COMMITTEE FOR SELECTION OF A
CONTRACTOR FOR THE POOL RESURFACING AND FACILITY
IMPROVEMENTS PROJECT; AUTHORIZING THE VILLAGE
MANAGER AND VILLAGE ATTORNEY TO NEGOTIATE AND
EXECUTE AN AGREEMENT FOR THE REQUESTED SERVICES;
AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE
AGREEMENT; AUTHORIZING THE VILLAGE MANAGER TO
EXPEND BUDGETED FUNDS; AND PROVIDING AN EFFECTIVE
DATE**

- C. Resolution Approving Work Authorization No. 1 with WSP USA Inc. for Canal #148 Lower Matecumbe Key Backfilling Restoration Project **TAB 20** Peter Frezza, Environmental Resources Manager

**A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA,
VILLAGE OF ISLANDS, FLORIDA, APPROVING WORK
AUTHORIZATION NO. 1 WITH WSP USA INC. FOR
PROFESSIONAL SERVICES FOR CANAL #148 LOWER
MATECUMBE KEY BACKFILLING RESTORATION PROJECT;
AUTHORIZING VILLAGE OFFICIALS TO IMPLEMENT THE
TERMS AND CONDITIONS OF WORK AUTHORIZATION NO. 1;
AUTHORIZING THE VILLAGE MANAGER TO EXPEND
BUDGETED FUNDS; AUTHORIZING THE VILLAGE MANAGER
TO EXECUTE THE PROJECT AGREEMENT FOR WORK
AUTHORIZATION NO. 1; AND PROVIDING FOR AN EFFECTIVE
DATE**

XII. ORDINANCES

- A. Ordinance Creating a Slow Speed/Minimum Wake Zone for Starcks Wheel Ditch - **Second Reading TAB 21** 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**

- B. Ordinance Amending Animal Control Regulations Related to Peafowl - **Second Reading TAB 22** 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**

- C. Ordinance Establishing 20 Miles per Hour Speed Zone on Cortez Drive - **Second Reading TAB 23** John Quick, Interim Village Attorney

**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**

- D. Ordinance Amending Section 30-103 - Eliminating LPA Term Limits - **First Reading TAB 24** Jennifer DeBoisbriand , Planning Director, John Quick, Interim Village Attorney

**AN ORDINANCE OF ISLAMORADA, VILLAGE OF ISLANDS,
FLORIDA, AMENDING CHAPTER 30 "LAND DEVELOPMENT
REGULATIONS", ARTICLE III "DECISION MAKING AND OTHER
ADMINISTRATIVE BODIES", DIVISION 3 "LOCAL PLANNING
AGENCY", SECTION 30-103 OF THE VILLAGE CODE
RELATING TO APPOINTMENT, REMOVAL, TERMS, AND
VACANCIES; PROVIDING FOR SEVERABILITY; PROVIDING
FOR INCLUSION IN THE CODE; AND PROVIDING FOR AN
EFFECTIVE DATE**

- E. Ordinance Amending 30-851 Relating to Backing Movements or Other Manuvering Within a Street Right of Way - **First Reading TAB 25** Jennifer DeBoisbriand , Planning Director

**AN ORDINANCE OF ISLAMORADA, VILLAGE OF ISLANDS,
FLORIDA, AMENDING CHAPTER 30 "LAND DEVELOPMENT
REGULATIONS", ARTICLE V "SCHEDULE OF DISTRICT USE
AND DEVELOPMENT STANDARDS", DIVISION 7 "OFF-STREET
PARKING, LOADING AND DRIVEWAY STANDARDS", SECTION
30-851 OF THE VILLAGE CODE RELATING TO BACKING
MOVEMENTS OR OTHER MANEUVERING WITHIN A STREET
RIGHT-OF-WAY; PROVIDING FOR SEVERABILITY; PROVIDING
FOR INCLUSION IN THE CODE; AND PROVIDING FOR AN
EFFECTIVE DATE**

XIII. QUASI-JUDICIAL

- A. Administrative Appeal of Dwelling Unit Determination for 82935, 82925 and 82929 Overseas Hwy **TAB 26** 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 82935 OVERSEAS HWY, 82925 OVERSEAS HWY AND 82929 OVERSEAS HWY, HAVING REAL ESTATE NUMBERS 00403650-000000, 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

- B.** Administrative Appeal of Dwelling Unit Determination for 107 Carroll St **TAB 27** Robert Mather, Review Engineer, Jennifer DeBoisbriand , Planning Director

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, CONSIDERING ADMINISTRATIVE APPEAL OF NO. PLPRE20250068 FILED BY TY HARRIS, PA, AGENT FOR BRIAN MAGRANE (APPELLANT) RELATING TO A DWELLING UNIT DETERMINATION BY THE DIRECTOR OF PLANNING FOR PROPERTY LOCATED AT 107 CARROLL STREET, HAVING REAL ESTATE NUMBER 00400690-000000, 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

XIV. MOTIONS

XV. 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: October 7, 2025
SUBJECT: Founders Park Master Plan (Final) — Project Manager Liudmila Fuentes, Miller Legg

Background:

Analysis:

Budget Impact:

Staff Impact:

Recommendation:

Attachments: None



Council Communication

To: Mayor and Village Council
From:
Date: October 7, 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



Council Communication

To: Mayor and Village Council
From:
Date: October 7, 2025
SUBJECT: Plantation Key Colony Halloween Night - MCSO Captain Lissette Quintero

Background:

Analysis:

Budget Impact:

Staff Impact:

Recommendation:

Attachments: None



MEMORANDUM

To: Peter Rosasco
From: Ed Castle, P.E.
Date: September 16, 2025
Re: Recommendations for Immediate Islamorada Wastewater Improvements

Executive Summary

WEC has prepared this recommendation for immediate wastewater improvements that will help prevent recurring problems and will extend the useful life of the existing equalization tank long enough to allow construction of the proposed new EQ tank and pumping system. The proposed improvements include two major components.

1. Recommended immediate improvements to the existing NPK re-pump facility. This includes repair and coating of the existing EQ tank and reduction of the transient pressure waves during pump shut-down (water hammer). The estimated cost is \$3,072,625.
2. Replacement of 18" PVC in the force main from NPK to the KLWTD WWTP in the area where breaks have been occurring. WEC has not tracked the locations of each break, so we don't have an estimated total cost. The estimated cost for parallel replacement with HDPE is \$2,223,234 per mile of pipe to be replaced.

More details of the recommended near-term improvements is presented in the following sections.

Statement of Proposed Scope

According to Islamorada staff and according to their engineering consultant, CHA, the existing NPK pumping station is in poor shape and has a number of other problems. These include the following:

- The existing sewage pumps plug with rags, causing the pumps to stop moving adequate water, causing the existing EQ tank to overflow.
- The existing EQ tank, which is a re-purposed concrete wastewater treatment plant, is in poor structural condition and will likely fail sometime in the future.
- The existing EQ tank is difficult to operate, clean and maintain due to multiple chambers and the need to pump wastewater from secondary holding tank sections back to the primary holding tank area which the pumps draw from.



We also note that in addition to the above matters raised by the Islamorada staff and consultant, the repeated failures of the force main between NPK and the KLWTD WWTP should be addressed. This should include two factors:

1. Modify the exiting pumping control system to eliminate the severe transient surges that occur when the existing pump station shuts down.
2. Replace as much of the PVC portions of the existing 18" force main as can be funded at this point. Based on our analysis, the useful life of the PVC portions of this force main have been exceeded due to the cyclical loading of the pipe, with the extreme highs and lows of the pressure in the force main due to the transient surges.

We believe that the best long-term solution to this is to build a new, properly designed EQ tank. However, the design and construction of the new tank will take 3 years or more to complete. To that end, we recommend performing some upgrades to the exiting NPK EQ tank and pumping system. When these immediate needs are being designed, the future EQ tank should be considered, and the design should provide for retaining use of as many of the improvements as possible to reduce the cost of the future EQ tank and pumping systems.

Modifications to the Existing NPK Facilities

1. We suggest that automatic screening of the influent should be installed. In order to avoid having to demolish this improvement and construct a new system for the proposed future EQ tank, an influent headworks platform should be constructed at this time in a location that can be piped to both the existing EQ tank and the proposed future EQ tank. The elevation of the headworks platform should be adequate to flow into the future EQ tank by gravity. The future EQ tank will be taller than the existing EQ tank, so piping the influent by gravity into the existing EQ tank is feasible.
2. The existing tank should be evaluated for structural sufficiency to last for another 5 years. Spalling repairs should be performed and a chemically-resistant coating system should be applied. For this report, we are assuming that the existing tank can be repaired sufficiently to last for 5 years.
3. For better flow control and to reduce the transient surges, we recommend replacing the float level control system with an analog level transmitter so the existing VFDs can be used effectively to maintain more steady-state flow and reduce the number of shut-downs per day. We also recommend modifying the PLC controls to wind down the pump speeds slowly over several minutes when shutting down. We further recommend replacing the CAVs on the discharge lines of the pumps with ARVs to avoid pulling air into the force main every time the pumps shut down. We recommend installing slow-close discharge valves to help reduce transient surges.
4. It is our understanding that the 120 HP sewage pumps were recently replaced so replacement cost is not included in our cost estimate for this project.

Our conceptual level cost estimate for these suggested improvements is provided below.

Immediate Improvement for NPK Repump Facility

Description	Units	Quantity	Unit Cost	Extended Cost
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Part 1 - Headworks and Screening				
Site Clearing & Grading	LS	1	\$50,000	\$50,000
Construct Headworks Structure	LS	1	\$350,000	\$350,000
Headworks Handrails & Stairs	LS	1	\$90,000	\$90,000
18" Ductile Iron Influent Pipe	LF	100	\$400	\$40,000
18" Ductile Iron Effluent Pipe	LF	150	\$400	\$60,000
2 mm Static Screens w Conveyor	EA	3	\$125,000	\$375,000
Yard Piping	LS	1	\$75,000	\$75,000
Electrical	LS	1	\$50,000	\$50,000
Headworks & Screening Subtotal				\$1,090,000
Part 2 - Existing Concrete Tank Interim Repairs				
Emptying and Cleaning	LS	1	\$60,000	\$60,000
Perform Spalling Repairs	LS	1	\$250,000	\$250,000
Apply Chemical Resistant Coating	LS	1	\$650,000	\$650,000
Existing Tank Interim Repairs Subtotal				\$960,000
Part 3 - Transient Surge Reduction				
Remove CAVs and Replace with ARVs	EA	2	\$15,000	\$30,000
Install 12" Magnetic Flow Meter	LS	2	\$25,000	\$50,000
Install Tank Level Transducer	LS	1	\$15,000	\$15,000
Install Slow-Close Discharge Valves	EA	2	\$65,000	\$130,000
Surge Reduction Equipment	LS	1	\$150,000	\$150,000
Discharge Piping Modifications	LS	1	\$75,000	\$75,000
Electrical	LS	1	\$50,000	\$50,000
PLC Programming	LS	1	\$40,000	\$40,000
Integration into SCADA	LS	1	\$25,000	\$25,000
Transient Surge Reduction Subtotal				\$565,000
Construction Subtotal				\$2,615,000
Engineering (10% construction)				\$261,500
CEI & Project Management (7.5% Construction)				\$196,125
TOTAL ESTIMATED COST				\$3,072,625

Replacement of 18" PVC Piping in Force Main



The above work to reduce the transient surges in the force main reduce the frequency of pressure waves in the force main, these surges will still occur when power is lost and will occur again when the generator stops and transfers back to utility power. Our evaluation indicates that the severe pressures waves induced by the transient surges in the force main when the sewage pumps at the NPK Repump Station shut down, our estimates indicate that the useful life of the PVC portions of the force main have been exceeded. We recommend replacing as much of the PVC pipe as is feasible with the available funding at this time. The replacement of the remainder of the PVC piping should be planned for the near future.

Our understanding is that Islamorada currently has grant funding of approximately \$4.5 M that can be used for improvements of the wastewater system. After performing the improvements above, there should be approximately \$1.4 M of grant funding available. We recommend that all of the PVC force main in the area where breakages have occurred be replaced as soon as possible. If it is possible to install a parallel HDPE force main, the estimated cost per mile is \$ The \$1.4 M should allow for replacement of approximately 0.6 mile of pipe. If the area where breaks have been occurring is greater than that distance, we suggest that the entire area be replaced, including about 500 feet on each end of the area to ensure that the most severely exhausted pipe is replaced. Accrued R&R funds could be used for this work.

Our longer-term recommendation remains to replace all of the PVC in the force main with HDPE pipe as stated our other memo of recommendations.



Wade Trim, Inc.

9100 S. Dadeland Boulevard, Suite 1500 • Miami, FL 33156
786.361.1645 • www.wadetrim.com

October 5, 2025

Village of Islamorada
86800 Overseas Highway
Islamorada, FL 33036

Attention: AJ Engelmeyer
Public Works Director

Re: KLWTD Request to Return to Previous Design

Dear AJ:

As requested by the Village Manager, Wade Trim has reviewed the attached letter dated September 24, 2025 from KLWTD regarding the Village of Islamorada's decision to proceed with construction of the North Plantation Key (NPK) Booster Pump Station in lieu of returning to the prior re-pump station (RPS) improvement design. Prior to providing technical considerations and responses to the concerns discussed in the letter, we thought it prudent to provide some background on the importance of the NPK RPS and its history as many of the Village's current leadership was not involved in the development of the project.

History of NPK WWTF conversion to RPS

Under a 2000 Consent Decree with the Florida Department of Environmental Protection (FDEP), Islamorada designed and constructed a central wastewater collection and conveyance system to serve all existing customers on the Village's four islands. The system collects wastewater through vacuum and low-pressure sewers and pumps it through a conveyance force main (CFM) to NPK where it is re-pumped to the Key Largo Wastewater Treatment District (KLWTD) for treatment and disposal pursuant to the 2012 Interlocal Agreement between Islamorada and the KLWTD. The vacuum pump stations (VPS), low pressure sewers (LPS), CFM, and NPK RPS were sized based on projected average daily flows (ADFs) and peak hourly flows (PHFs) for each wastewater service area from the flow projections provided in the Reynolds Water Islamorada (RWI) & Arcadis, Hydraulic Basis of Design Report (January 30, 2014).

The original membrane biological reactor (MBR) treatment facility at NPK, constructed in 2005, was converted in 2015 to serve as the NPK RPS. This conversion, completed as part of the Village's Design/Build/Operate contract, provided wet well storage and installed submersible pumps in a phased approach to meet projected wastewater flows. During the initial connection phase, the RPS utilized two larger pumps (1,287 gpm each) along with a smaller jockey pump (775 gpm) to handle the low flow and transition to full capacity as residents and businesses connected to the system. Once the total connections provided flows that exceeded the usefulness of the smaller pump, the jockey pump would be replaced with a matching larger pump providing 2,575 gpm pumping capacity as a 3rd back-up pump.

The NPK WWTF conversion to RPS did not include any pretreatment facilities (i.e. bar racks to remove solids and rags) other than an influent chamber to remove grit where the connection with the wastewater transfer piping from Upper Matecumbe Key is located, and no odor control facilities. The NPK RPS accommodates estimated fluctuations in peak flows associated with

times of peak usage, such as the morning and evening, through approximately 85,000 gallons, or approximately 30 minutes, of wet well storage.

Initial Rehabilitation Design

In 2018, the Village decided to terminate the operations contract with RWI and bring the wastewater operations in-house. In 2019, the Village experienced two breaks of the CFM between the NPK RPS and KLWTD which prompted the Village to retain Eckler Engineering (now CHA Consulting, Inc.) to evaluate the CFM and operations at the NPK RPS. The evaluation recommended improvements to the NPK re-pump station which included:

- Increasing available wet well storage at NPK RPS,
- Replacing the jockey pump with a third full-size pump,
- Updating instrumentation and controls, and
- Providing emergency storage through use of the existing 0.24 MG ground storage tank and construction of a second tank.

During the evaluation, the Village Manager (Seth Lawless) resigned and Maria Bassett replaced him as Interim Village Manager. The recommendations were then discussed between CHA, the Public Works Director, and the Interim Village Manager. During the discussion, Village staff expressed concerns with structural deterioration of the NPK RPS structure as concrete spalling and cracking was observed during routine maintenance activities of the now 20-year structure. Odor impacts on nearby schools and residences, limited equipment redundancy, and increasing operations and maintenance challenges were also discussed as project challenges. The result of the discussion was the decision to evaluate the replacement of the RPS with a new in-line booster pump station (BPS).

Transition to an In-Line Booster Pump Station

Both re-pump and in-line booster facilities are considered industry-standard solutions for long-distance conveyance. Repump facilities are more common in wastewater as the open to the atmosphere wet well can accommodate local gravity flow combining with upstream pumped flow before being conveyed to the final treatment location. After careful consideration, the Village determined that an in-line booster pump station offered greater near-term and long-term benefits to the Village Residents compared to continued reliance on the existing RPS structure. The decision was based on:

- **Odor Control:** The booster station design eliminates an open wet well and associated odor impacts to nearby schools, residences, and the Habitat for Humanity development.
- **Operations & Maintenance:** In-line Booster facilities have a smaller footprint with less equipment reducing spare parts procurement challenges and O&M costs.
- **Cost and Reliability:** Rehabilitation of the deteriorating RPS structure would have required significant immediate investment without resolving current concerns and providing a long-term solution. The booster station provides a closed, reliable system with lower long-term operational risk.

In May 2021, the Village authorized design of the in-line booster facility. Construction drawings and a permit modification were submitted to FDEP in August 2022.

Response to KLWTD Concerns

We understand the concerns discussed in KLWTD's letter dated September 24, 2025, however we are not in full agreement with them. Below provides a brief response to each of their concerns.

1. Shifting Problems to KLWTD

The booster station does not eliminate variability of control. It is designed to provide stable upstream pressure, enabling upstream systems to operate efficiently while supplying the energy necessary to convey flows 18 miles to the KLWTD WWTF. This solution does not shift operational issues to KLWTD; rather, it eliminates local odor and overflow risks and provides consistent conveyance conditions.

2. Water Hammer and Line Breaks

The Village has authorized a conveyance system evaluation to analyze prior force main breaks,

transient conditions, and surge control. The study will identify corrective measures to reduce water hammer potential and provide recommendations for future improvements.

3. Odors

Unlike the existing repump facility, the booster pump station is fully sealed. This eliminates the odor emissions associated with open wet wells or equalization basins. Odor control equipment and devices are very costly and the booster station eliminates these costs.

4. Solids and Screening

Design revisions already addressed solids management concerns by removing grinders from the booster station. The characteristics of the effluent from the in-line booster pump station will be in-line with standard domestic wastewater and in compliance with the ILA.

5. Overflows and Backups

The sealed booster facility eliminates the potential for wet well overflows at the site. Emergency storage provisions remain available through the existing 0.24 MG ground storage tank, and additional system-wide storage exists within grinder pump basins, vacuum pits, gravity laterals, and collection tanks.

Conclusion

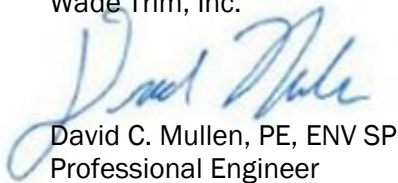
While both repump and booster facilities are accepted industry approaches, the Village's decision to proceed with the booster pump station reflects a balance of technical, operational, and community considerations, and budget. The booster station eliminates odor impacts, improves operational reliability, and reduces long-term capital and O&M costs while continuing to meet the Village's obligations under the Consent Decree and Interlocal Agreement. However, should the Village decide to reconsider the rehabilitation of the existing repump station, we recommend performing a structural condition assessment on the facility to confirm the structural integrity and life expectancy of the tanks. Replacement of RPS structure will cost several millions of dollars.

We appreciate KLWTD's review of this matter and remain committed to coordination as we move forward with project implementation. Please feel free to contact our office with any questions or requests for further technical information.

Should you have any questions, please feel free to contact me.

Very truly yours,

Wade Trim, Inc.



David C. Mullen, PE, ENV SP
Professional Engineer

DCM:dcm

ISL2009-01K

[WTVI-0500 - Grinder Pump Alternative - Barnes Pump Review.docx](#)

Attachment

cc: Sheila Denoncourt, Chief Building Official
Kristiana Patience, Village Public Works Coordinator
Daniel G. Burden, Ph.D., PE, Wade Trim
Thomas S. Brzezinski, PE, Wade Trim



Key Largo Wastewater Treatment District

103355 Overseas Highway, Key Largo, FL 33037

Post Office Box 491, Key Largo, FL 33037

Phone (305) 451-4019 • www.klwtd.com

To: Ron Saunders, Village Manager,
Islamorada, Village of Islands

From: Peter Rosasco, General Manager
Key Largo Wastewater Treatment District

Date: September 24th, 2025

Re: Concerns Regarding North Plantation Key Pump Station – Request to Return to Previous Design

KLWTD values our partnership with the Village of Islamorada. However, after thorough review, we must formally request that the Village return to the originally permitted design for the North Plantation Key (NPK) Pump Station: a repump station with an equalization (EQ) tank and screening. Based on all available information we do not believe that our concerns have been satisfactorily addressed to give the District reasonable assurance that the In-line Booster Pump System will not adversely impact our operations. The District has significant concerns that the proposed in-line booster pump system will create new problems for both Islamorada and KLWTD, while failing to resolve the existing issues.

Industry Standards Favor Repump with EQ:

In wastewater conveyance, repump stations with equalization tanks are the standard approach when multiple upstream systems converge. Equalization tanks protect both the upstream and downstream facilities by:

- Buffering peak flows and inflow/infiltration (I&I) surges.
- Decoupling variable upstream pumping from downstream hydraulics.
- Allowing pumps to operate at stable, efficient conditions.

By contrast, in-line booster stations are more appropriate on long transmission mains with steady, predictable inflows, not at complex regional collection points like NPK which has multiple flow inputs that dynamically adjust. Removing the EQ at NPK eliminates the buffer and shifts variability and peak surges directly into KLWTD's treatment plant.

KLWTD's Concerns with the In-Line Booster Plan:

1. Shifts Problems to KLWTD.

The booster plan does not remove variability or control flows, it transfers those problems downstream to KLWTD's headworks and treatment systems. This increases our risk of hydraulic overloads, equipment wear and potential for permit violations.

2. Water Hammer and Line Breaks.

Islamorada's main has already broken multiple times near Tavernier Creek. Higher booster pressures and velocities will increase the risk of hammer and future breaks. Proper surge controls, not eliminating EQ, are the proven industry solution.

3. Odors

Odors at EQ tanks are a common issue in wastewater systems nationwide, including here in the Keys. The industry standard solution is properly designed and maintained odor control units, which reliably address odors without eliminating equalization capacity.

4. Solids and Screening.

Without EQ and screening at NPK, finely shredded solids will be sent directly to KLWTD, where our systems are not designed to handle them. This could force costly upgrades at KLWTD to deal with a problem that originates upstream.

5. Overflows & Backups

Without EQ the risk of overflows increases as you lose the buffer capacity the volume of the tank provides. With an in-line system you do not have this insurance and instead rely solely on the booster pump system functioning. If the booster pump system does not function due to mechanical failure, electrical fault, or some other factor, the only path for the water to go is to backup at the residents homes as the collection system fills up which in the opinion of the District is the worst possible outcome for our customers. Additionally when you have a line break of the transmission main which will likely occur, you will not have holding capacity to be able to haul the sewage via pump trucks to the KLWTD WWTP. This exact scenario has occurred during almost every main break and is the only reason the system did not backup into customer's homes.

Addressing the Village's Reasons for the Booster:

- **Odor Control:** EQ tanks with odor control units are standard industry practice. Odor is a maintenance issue, not a reason to remove equalization. Cost related to this system are minimal especially if a biological unit is used.
- **Overflows:** EQ tanks are specifically designed to absorb surges and prevent overflows. Eliminating EQ removes this safeguard as discussed above.
- **Hammer Issues:** Surge and hammer are best managed through proper valve maintenance, VFD ramping, and check-valve design, not by pushing higher pressures into an already vulnerable and compromised line.
- **"In = Out" Assumption:** The idea that booster flow out will always equal flow in does not hold up under storm and I&I conditions which we have historical data to show the Village sending double their ADF during these events. With no EQ, upstream surges will come straight to KLWTD potentially overwhelming our system and resulting in violations.

KLWTD's Recommendation & Request:

The KLWTD requests that the Village:

1. **Return to the repump with EQ design**—rehab the existing tank, upgrade pumps, and add screening.
2. **Install and maintain odor control units** to manage odors, consistent with industry practice.
3. **Use standard surge controls** (VFD ramping, slow-close valves, ARV maintenance) to address hammer issues responsibly.

Closing:

KLWTD's role is to protect our treatment facility and ensure reliable service for both our customers and the Village. The proposed in-line booster design shifts problems downstream, increases risks to the transmission main, and places new burdens on KLWTD. We strongly recommend that Islamorada move forward with the original repump and EQ design. This approach is consistent with sound engineering practice, addresses odors and hammer responsibly, and ensures that both systems can operate reliably and cost-effectively. We stand ready to work with your team to rehabilitate and upgrade the repump station in a way that benefits both Islamorada and KLWTD.

Sincerely,

Peter Rosasco
General Manager
Key Largo Wastewater Treatment District



Islamorada, Village of Islands

SPECIAL CALL VILLAGE COUNCIL MEETING

BUDGET HEARING # 1

September 4, 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

Ken Phillipson led the Pledge of Allegiance.

III. PUBLIC COMMENT

Mayor Sharon Mahoney opened public comment.

Speakers included:

Joe Wischmeier

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

IV. RESOLUTIONS

- A.** Resolution Adopting a Tentative Budget for Fiscal Year 2025-2026
Hatti Jenkins, Finance Director

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, PROVIDING FOR ADOPTION OF THE TENTATIVE BUDGET OF THE VILLAGE FOR THE FISCAL YEAR 2025-2026, COMMENCING ON OCTOBER 1, 2025, AND ENDING ON SEPTEMBER 30, 2026; AUTHORIZING EXPENDITURE OF FUNDS ESTABLISHED BY THE BUDGET; PROVIDING FOR BUDGETARY CONTROL; PROVIDING FOR PERSONNEL AUTHORIZATION; PROVIDING FOR GIFTS AND GRANTS; PROVIDING FOR AMENDMENTS; PROVIDING FOR ENCUMBRANCES; PROVIDING FOR ISSUANCE OF CHECKS; PROVIDING FOR POST AUDIT; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE

Finance Director Hatti Jenkins introduced the budget, noting legal requirements. Non-discretionary and public safety costs.

The tentative millage rate of 2.65 cannot exceed the 3.0 rate adopted for the TRIM notice sent to residents in July.

The final budget resolution cannot adopt a rate higher than what is adopted tonight.

Mayor Sharon Mahoney opened public comment.

Speakers included:

Sue Miller, representing the Islamorada Community Alliance

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

Vice Mayor Don Horton asked for an explanation regarding the Stewardship Funding.

Environmental Resources Manager Pete Frezza noted the Village had a \$4.2m grant for NPK upgrades. It was approved by the DEP and intended for a wastewater project. He stated that the reason it was in the budget now is that we were ready to begin the construction phase. Mr. Frezza indicated that the Village 4 other stewardship grants, all for canal restoration projects.

Discussion was held about the likelihood of raising some rates in the future.

B. Resolution Adopting a Tentative Millage Rate for Fiscal Year 2025-2026
Hatti Jenkins, Finance Director

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, AMENDING RESOLUTION NO. 25-07-58; ADOPTING A TENTATIVE MILLAGE RATE FOR THE FISCAL YEAR COMMENCING OCTOBER 1, 2025 THROUGH SEPTEMBER 30, 2026, PURSUANT TO SECTION 200.065, FLORIDA STATUTES; AND PROVIDING FOR AN EFFECTIVE DATE

Mayor Sharon Mahoney opened public comment.

Speakers included:

Sue Miller

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

Village Manager Ron Saunders noted that restructuring has reduced dependent

coverage to 80%. Some affected employees have had their salaries adjusted to align with market rates. He indicated that staff has made significant efforts, and it was hoped that over the next year we should continue to show improvement.

Mr. Saunders stated the millage rate remains the same as the prior year, despite increased costs. Council expressed confidence that services will not suffer and pride in the budget that has been developed.

Village Manager Ron Saunders confirmed that Fire was covered by the CBA as non-discretionary funds. He said that much of the overtime is governed under the Fire CBA. Mr. Saunders indicated his personal approval was required for any overtime.

V. COUNCIL DISCUSSION

Vice Mayor Don Horton stated that protecting staff was a priority as the Village works to correct past financial issues. He noted that with continued care and improvements, he viewed this as a “reset year” that will allow staff protection and progress based on the recent Salary Study.

Council Member Anna Richards noted the seriousness and effort given to reviewing the budget.

Council Member Steve Freidman thanked staff and the budget task force, noting that the budget was an ongoing process that must be monitored throughout the year. He suggested that rate studies for wastewater services should be continued during the fiscal year.

VI. ADJOURNMENT

There being no further business, Mayor Sharon Mahoney adjourned the meeting at 6:02 p.m.



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

September 9, 2025 - 5:30 PM
Founders Park Community Center
87000 Overseas Highway
Islamorada, FL 33036

MINUTES

I. CALL TO ORDER / ROLL CALL

Mayor Sharon Mahoney called the meeting to order at 05:30 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

Dianne Harbaugh led the Pledge of Allegiance.

III. AGENDA: Requests for Deletion / Emergency Additions

Vice Mayor Don Horton added a request to represent Council to Mayor/Council Communications

Council Member Deb Gillis pulled Tab 4 from the Consent Agenda

Public comment was added for Tab 1

IV. REPORTS, PRESENTATIONS AND ANNOUNCEMENTS

- A.** FCAA Update on the Plantation Key Transmission Main Replacement Project - Project Manager Aaron Cutler
FCAA Project Manager Aaron Cutler provided an update on the status and progress of the project.
- B.** Proclamation Declaring September 15th to 21st, 2025 Diaper Need Awareness Week
Upper Keys Alana Dixon shared information about the issue and accepted the Proclamation.

V. CITIZENS' ADVISORY COMMITTEE REPORTS & APPOINTMENTS

- A.** Parks & Recreation Citizens' Advisory Committee Report - Chair Carolyn Wightman

Chair Wightman provided an update on the Committee's activities and priorities.

- B.** Land Acquisition Advisory Committee Report - Chair Greg Dully
Chair Greg Dully provided an update on the Committee's latest meeting and shared three properties for Council's consideration.
- C.** Near Shore Water Regulations Citizen Advisory Committee Report- Chair Dianne Harbough
Chair Dianne Harbaugh provided an update on committee initiatives.

VI. MAYOR / COUNCIL COMMUNICATIONS

- A.** Discussion of Anglers Reef Draft ROW & Use Agreement **TAB 1**
Mayor Sharon Mahoney opened public comment.

Speakers included:

Ty Harris, representing the Anglers Way HOA
Dr. Ken Thomas
Alan Zatik
Scott Ofstein
Jose Barros
Joe Wischmeier
Lisa Barr

Discussion ensued, and Manager Saunders confirmed he had sufficient direction to return with a draft for a short-term, non-exclusive agreement at \$1,000 per month for Council review at the October 7 meeting.

- B.** Discussion regarding Vice Mayor Horton represent the Council
Vice Mayor Don Horton asked for permission to represent the Village at the upcoming County Commission meeting to share the Village's thoughts on making US-1 four lanes.

The Council agreed to have Vice Mayor Horton represent the Village.

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
Village Manager Ron Saunders asked for Council direction. He noted we would use the property for Village storage and parking while the roof is being repaired.

Council discussed options for the property, including potentially listing it, and suggested considerations regarding building repairs, equipment relocation, and future use.

VIII. PUBLIC COMMENT

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

Mayor Sharon Mahoney opened public comment.

Speakers included:

Sue Miller

Joe Wischmeier

Joe Ziomek

Alina Davis

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

IX. CONSENT AGENDA

Village Attorney John Quick noted that Tab 4 had been moved from the Consent Agenda to the Resolutions section.

Mayor Sharon Mahoney opened public comment.

Speakers included:

Sue Miller

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

ACTION: Motion to Approve Consent Agenda Tabs 2,3, 5, 6, 7, and 8 item IX.
by Deb Gillis second by Steve Friedman;

Motion Passed with a 5:0 vote

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

NAYS: None

ABSTAIN: None

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 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
- D. 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
- E. 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
- F. 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 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

Council Member Deb Gillis wanted to pull the item from the Consent Agenda to share that the Village had been granted around \$497,000 by the TDC for this project.

Mayor Sharon Mahoney opened public comment.

Speakers included:
Sue Miller

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

ACTION: Motion to Approve item XI.A. by Don Horton second by Deb Gillis;
Motion Passed with a 5:0 vote

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

NAYS: None

ABSTAIN: None

- B.** 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

Mayor Sharon Mahoney opened public comment.

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

ACTION: Motion to Approve item XI.A. by Don Horton second by Steve Friedman;

Motion Passed with a 5:0 vote

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

NAYS: None

ABSTAIN: None

- C. 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

Mayor Sharon Mahoney opened public comment.

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

ACTION: Motion to Approve item XI.B. by Deb Gillis second by Don Horton;

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

NAYS: None

ABSTAIN: None

- D. 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

Mayor Sharon Mahoney opened public comment.

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

ACTION: Motion to Approve item XI.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

- E. 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

Mayor Sharon Mahoney opened public comment.

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

ACTION: Motion to Approve item XI.D. by Deb Gillis second by Anna Richards;

Motion Passed with a 5:0 vote

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

NAYS: None

ABSTAIN: None

XII. 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

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

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

- 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.
It was noted that the first reading passed in July with a 4-1 vote, with Council Member Deb Gillis dissenting.

Mayor Sharon Mahoney opened public comment.

Speakers included:
Sue Miller
Joe Wischmeier
Alina Davis
There being no one else wishing to speak, Mayor Mahoney closed public comment.

Council Member Steve Freidman proposed an amendment for Council's consideration.

In subsection C2, where it says the owners or customers shall be responsible for repairs, corrective action, cleanup and damages resulting from a wastewater backup occurring on private property - adding new language - "for which the owners or customers' acts or omissions are the approximate cause of the backup."

Next, a few sentences down, where it says damages caused by a wastewater backup occurring on private property - adding new language -- "resulting from an act and/or omission by the owner and/or customer."

In Subsection 2, 4 - in the last sentence adding "and inform the owner and/or customer of the Village's determination."

ACTION: Motion to Approve as amended as read by the Village Attorney item XII.B. by Steve Friedman 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 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

Mayor Sharon Mahoney opened public comment.

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

ACTION: Motion to Approve item XII.C. by Steve Friedman second by Anna Richards;
Motion Passed with a 5:0 vote

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

NAYS: None

ABSTAIN: None

- 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

Mayor Sharon Mahoney opened public comment.

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

Council Member Steve Freidman expressed concern about businesses that rent paddleboards and kayaks in that area. He indicated he would prefer to defer until the attorney can talk to private marina owners.

Council Member Deb Gillis noted this was a new concept and if something had been overlooked, we should speak to all affected parties before moving forward.

Village Attorney John Quick indicated the Council could remove it from the table and continue discussions with marinas and bring it back if necessary.

- 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

Mayor Sharon Mahoney opened public comment.

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

ACTION: Motion to Approve item XII.E. 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

- 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

Mayor Sharon Mahoney opened public comment.

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

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

XIII. ADJOURNMENT

There being no further business, Mayor Sharon Mahoney adjourned the meeting at 8:14 p.m.



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

September 11, 2025 - 5:30 PM
Founders Park Community Center
87000 Overseas Highway
Islamorada, FL 33036

MINUTES

I. CALL TO ORDER / ROLL CALL

Mayor Sharon Mahoney called the meeting to order at 05:30 PM

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

ABSENT:

PLEDGE OF ALLEGIANCE

Ty Harris led the Pledge of Allegiance.

AGENDA: Requests for Deletion / Emergency Additions

There were no emergency additions or deletions to the agenda.

Tony Hammon and Scott Goss commemorated 9/11 during a brief observance.

MAYOR / COUNCIL COMMUNICATIONS

There were none.

VILLAGE ATTORNEY / VILLAGE MANAGER COMMUNICATIONS

There were none.

PUBLIC COMMENT

Mayor Sharon Mahoney opened public comment.

Speakers included:

Joe Wischmeier

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

RESOLUTIONS

- A.** Resolution to Amend the Schedule of Fees and Deposits for Planning and Development Services Applications **TAB A** Jennifer DeBoisbriand, Planning Director

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA; AMENDING THE SCHEDULE OF FEES AND DEPOSITS FOR PLANNING AND DEVELOPMENT SERVICES APPLICATIONS; AND PROVIDING FOR AN EFFECTIVE DATE

Planning Director Jennifer DeBoisbriand introduced the item, noting that the item concerned cost recovery efforts discussed at the budget workshops earlier in the year.

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 Don Horton second by Anna Richards;
Motion Passed with a 5:0 vote
AYES: Sharon Mahoney, Don Horton, Steve Friedman, Deb Gillis, Anna Richards
NAYS: None
ABSTAIN: None

- B.** Resolution Approving Professional Services Agreement with John J. Hearn to Provide Code Compliance Hearing Officer Services **TAB B**
Jennifer DeBoisbriand , Planning Director

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

Mayor Sharon Mahoney opened public comment.

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

ACTION: Motion to Approve item VII.B. by Steve Friedman 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

- A. Administrative Appeal of Dwelling Unit Determination for 82925 and 82929 Overseas Hwy **TAB C** 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.

Council was asked to disclose any ex parte communications:

Council Member Steve Friedman - Gino Bologna , Elizabeth Jolin

Council Member Deb Gillis - Gino Bologna, Elizabeth Jolin

Council Member Anna Richards - Gino Bologna, Elizabeth Jolin

Vice Mayor Don Horton - Ty Harris, Elizabeth Jolin, Tony Hammon, Gino Bologna

Mayor Sharon Mahoney - Gino Bologna, Elizabeth Jolin

Planning Director Jennifer DeBoisbriand introduced the item, noting that staff recommended denial based on the 1963 and 1986 Village codes.

Joanne Pereira, representing the applicant, Gino Bologna, raised concerns regarding the public notice, stating that the advertisement did not include all three property addresses.

Village Attorney John Quick advised the Council that the appeal, as submitted by Mr. Yagel, pertained only to two of the three properties. He cautioned that if the third property were to be considered, the item should be continued to the October meeting to ensure proper advertisement. He confirmed that the original appeal letter dated June 2024 referenced only two addresses and that advertising requirements were met for those.

Ms. Pereira requested that an official objection be entered into the record at 6:02 p.m.

ACTION: Motion to continue to a time certain at the October meeting item VIII.A. by Don Horton second by Deb Gillis; Motion Passed with a 5:0 vote

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

NAYS: None

ABSTAIN: None

- B. Administrative Relief for 172 Iroquois Drive **TAB D** Jennifer DeBoisbriand, Planning Director

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAM ORADA, VILLAGE OF ISLANDS, FLORIDA, CONSIDERING THE REQUEST BY JOSE A. DOCAMPO AND VIVIAN A. FERNANDEZ FOR ADMINISTRATIVE RELIEF FROM THE VILLAGE BUILDING PERMIT ALLOCATION SYSTEM (BPAS) FOR PROPERTY LOCATED AT 172 IROQUOIS DRIVE, LOWER MATECUMBE, AS LEGALLY DESCRIBED IN EXHIBIT "A"; PROVIDING FOR TRANSMITTAL TO THE DEPARTMENT OF COMMERCE; AND PROVIDING FOR 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 - none

Mayor Sharon Mahoney - none

Planning Director Jennifer DeBoisbriand introduced the request, noting staff's recommendation was to award the administrative relief allocation.

There was no one wishing to provide testimony, either in support or opposition.

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

Motion Passed with a 5:0 vote

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

NAYS: None

ABSTAIN: None

- C. Reconsideration of Administrative Appeal - Transfer of Development Rights **TAB E**

Jennifer DeBoisbriand, Planning Director

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, RECONSIDERING ADMINISTRATIVE APPEAL NO. PLADA20230026 FILED BY SMITH HAWKS, PL (AGENT) ON BEHALF OF WHAT A GOOD CATCH LLC (APPELLANT) RELATING TO AN ADMINISTRATIVE DECISION AND INTERPRETATION BY THE DIRECTOR OF PLANNING (DENIAL OF A TRANSFERABLE DEVELOPMENT RIGHT) FOR PROPERTY LOCATED AT 81912 OVERSEAS HWY (REAL ESTATE NUMBER 00399300-00000) AND 82601 OLD HIGHWAY (REAL ESTATE NUMBER 00401260-000000), ON UPPER MATECUMBE KEY, ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, AS LEGALLY DESCRIBED HEREIN; PROVIDING FOR THE TRANSMITTAL OF THIS RESOLUTION TO THE OF THIS RESOLUTION TO THE FLORIDA DEPARTMENT OF COMMERCE; AND PROVIDING AN EFFECTIVE DATE.

Council was asked to disclose any ex parte communications:

Council Member Steve Friedman - none

Council Member Deb Gillis — Brett Ekblom, Bart Smith, Mark Gregg, Elizabeth Jolin

Council Member Anna Richards — Brett Ekblom and Ty Harris

Vice Mayor Don Horton — Brett Ekblom, Bart Smith, Elizabeth Jolin

Mayor Sharon Mahoney — Brett Ekblom, Bart Smith, Elizabeth Jolin

Planning Director Jennifer DeBoisbriand recommended upholding the original conditions, noting no new plans had been submitted. Attorney Bart Smith, representing the applicant, requested reconsideration to allow development within the scarified area under the current code, contending the project would be compliant if submitted today.

Council discussed whether a development plan was required for TDRs and acknowledged prior confusion regarding the original vote. Mr. Smith confirmed the appeal was filed promptly upon receipt of the resolution.

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

In favor: Ty Harris

Opposed: None

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

ACTION: Motion to Grant the appeal to remove Condition 4 item VIII.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. Major Conditional Use - Transfer of Development Rights - LAH
Islander LLC **TAB F** Jennifer DeBoisbriand, Planning Director

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, CONSIDERING THE REQUEST OF LAH ISLANDER LLC FOR A TRANSFER OF DEVELOPMENT RIGHTS OF FIVE OR MORE HOTEL/ MOTEL UNITS FROM THE PROPERTY LOCATED AT 81450 OVERSEAS HIGHWAY ON UPPER MATECUMBE KEY WITH REAL ESTATE NUMBER 00404630-000000 AS LEGALLY DESCRIBED HEREIN TO PROPERTY LOCATED AT 82100 OVERSEAS HIGHWAY ON UPPER MATECUMBE KEY, WITH REAL ESTATE NUMBERS 00400810-000000 AS LEGALLY DESCRIBED HEREIN; PROVIDING FOR THE TRANSMITTAL OF THIS RESOLUTION TO THE FLORIDA DEPARTMENT OF COMMERCE; AND PROVIDING AN EFFECTIVE DATE.

Council was asked to disclose any ex parte communications:

Council Member Steve Friedman - none

Council Member Deb Gillis - Bart Smith

Council Member Anna Richards - none

Vice Mayor Don Horton - Bart Smith

Mayor Sharon Mahoney - none

Planning Director Jennifer DeBoisbriand introduced the request, noting staff recommended approval.

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

In favor:

None

Opposed:

Sue Miller

Joe Wischmeier

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

ACTION: Motion to Approve item VIII.D. by Anna Richards 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

E. Amendment to Major Conditional Use PLCUP20210151 - 90184

Overseas Highway - Crooked Palm Distillery **TAB G** Jennifer

DeBoisbriand , Planning Director

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, CONSIDERING THE REQUEST OF 90184 OVERSEAS HWY, LLC. FOR AN AMENDMENT TO THE MAJOR CONDITIONAL USE APPROVAL PLCUP20210151 TO ALLOW FOR THE REMOVAL OF SIX CONDITIONS OF APPROVAL UNDER RESOLUTION 22-12-138 FOR PROPERTY LOCATED AT 90184 OVERSEAS HIGHWAY ON PLANTATION KEY, WITH REAL ESTATE NUMBER 00431870-000000, AS LEGALLY DESCRIBED HEREIN; PROVIDING FOR THE TRANSMITTAL OF THIS RESOLUTION TO THE FLORIDA DEPARTMENT OF COMMERCE; AND PROVIDING AN EFFECTIVE DATE.

Council was asked to disclose any ex parte communications:

Council Member Steve Friedman - none

Council Member Deb Gillis - Elizabeth Jolin, Chris Trentine, Joe Wischmeier, and

Sue Miller

Council Member Anna Richards - Chris Trentine, Whitney Trentine, Ty Harris, Brett Ekblom, Roger Young, Jason Richards, and Kaitlin Dooley

Vice Mayor Don Horton - Chris Trentine, Brett Ekblom, Dickie Lynn, Joe Wischmeier, Roger Young, Ty Harris, and five emails.

Mayor Sharon Mahoney - disclosed she had spoken to everyone previously stated

Planning Director Jennifer DeBoisbriand introduced the request to remove six conditions under Resolution 22-12-138 and noted staff recommended approval of the request.

Applicants, Chris Trentine and Nic Schroder, stated they had shown good faith since opening and asked to operate the same hours as other businesses.

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

In favor:

Ty Harris

Scott Goss

Jason Richards

Opposed:

Dianne Wischmeier

Sue Miller

Timothy Morley

Rick Perrin

Joe Wischmeier

Colin DeVerna

Jim Quigley

Eleanor Quigley

Michael Carney

Pascale Schlegel

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

Council discussed whether to lift business-specific conditions on hours, outdoor music, and food truck requirements, with differing views on fairness and neighborhood impacts.

ACTION: Motion to approve as written to remove six conditions, item VIII.E. 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

IX. ADJOURNMENT

There being no further business, Mayor Sharon Mahoney adjourned the meeting at 8:13 p.m.



Islamorada, Village of Islands **BUDGET HEARING #2**

September 16, 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, Council Member Steve Friedman, Council Member Deb Gillis, Council Member Anna Richards

ABSENT: Vice Mayor Don Horton

II. PLEDGE OF ALLEGIANCE

Jerry O'Cathey 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. RESOLUTIONS

A. Resolution Adopting a Final Millage Rate for Fiscal Year 2025-2026 -

TAB 1

Mayor Sharon Mahoney opened public comment.

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

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

Motion Passed with a 4:0 vote

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

NAYS: None

ABSTAIN: None

B. Resolution Adopting the Final Budget for Fiscal Year 2025-2026 - TAB 2

Mayor Sharon Mahoney opened public comment.

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

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

Motion Passed with a 4:0 vote

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

V. COUNCIL DISCUSSION

Council Member Deb Gillis stated she would like to see more reserve funds and asked staff to seek options.

Council Member Steve Freidman thanked staff for their efforts to cut the budget.

VI. ADJOURNMENT

There being no further business, Mayor Sharon Mahoney adjourned the meeting at 5:35 p.m.



Islamorada, Village of Islands

CITIZENS BUDGET TASK FORCE PUBLIC INFORMATION SESSION

July 29, 2025 - 5:30 PM
Founders Park Community Center
87000 Overseas Highway
Islamorada, FL 33036

WORKSHOP SUMMARY

CALL TO ORDER

Village Manager Ron Saunders called the meeting to order at 5:30 p.m.

VILLAGE MANAGER COMMUNICATIONS

A. Update on Budget Process

Village Manager Ron Saunders welcomed the task force members and thanked them for their service. He noted that the task force was assembled to review the Village's budget and make suggestions for staff to consider as they crafted next year's budget.

DISCUSSION ITEMS

A. Fire Rescue

Fire Chief Terry Abel provided an overview of his department's services and needs.

B. Legal Fees

Village Attorney John Quick spoke about the Village using Weiss Serota as its legal team, noting the expertise that he and his colleagues provide.

C. Benefits and Personnel

Staffing levels and benefits were discussed. Human Resources Director Jamie Terry reminded the task force that the Fire Department has a collective bargaining agreement and certain provisions are non-negotiable.

PUBLIC COMMENT

Village Manager Ron Saunders opened public comment.

Speakers included:

John Fernandez

Capt. Richard Black

Cheryl Culberson

Planning Director Jennifer DeBoisbriand

Joe Wischmeier

ADJOURNMENT

The session was adjourned at 7:58 p.m.



Islamorada, Village of Islands

BASEBALL FIELD CITIZENS TASK FORCE

PUBLIC INFORMATION SESSION

August 18, 2025 - 5:00 PM
Founders Park Community Center
87000 Overseas Highway
Islamorada, FL 33036

WORKSHOP SUMMARY

CALL TO ORDER

Village Manager Ron Saunders called the workshop to order.

INTRODUCTION

Manager Saunders noted that pertinent documents concerning the ball field were included in the Meeting Files on the Village's Meeting Portal: [Baseball Field Citizens Task Force Public Information Session • Islamorada Public Meeting Portal • CivicClerk](#). He emphasized that the ball field was owned by the Village, and nothing would happen without the permission of both the Village and the School Board. Manager Saunders clarified that all current and future renovation costs for the ball field were the responsibility of the school district, with no planned Village expenditures.

The district would have primary use during the baseball season, and the Village would have primary use the rest of the year. Each entity would be responsible for electricity and water costs during their primary use period.

Manager Saunders remarked that maintenance costs would depend on whether the surface was grass or artificial turf. The proposal from the school district was for turf and the Village's Park and Recreation Citizens Advisory Committee recommended artificial turf in a 7-1 vote. He emphasized that no trees would be removed.

He noted that if the proposal was approved, the Village wanted the district to be responsible for one hundred percent of the maintenance costs. Any other costs to the Village had to be requested by the district in advance.

Manager Saunders noted the most recent plan from the district proposed two buildings: one as a press box and the other for locker rooms. The Village may want to have some use of those buildings, and would share the use and cost.

COMMENTS FROM THE SCHOOL DISTRICT AND MEMBERS OF THE TASK FORCE

Monroe School District Executive Director of Operations Pat LaFere spoke about the proposal and answered questions from the task force and the public.

Tyler Kersch, an architect from MSA Sports, summarized the site plan, noting that all construction would occur within the footprint of the existing field by moving back the current ball diamond. He confirmed that no trees were slated for removal.

Task Force Members shared their perspectives.

PUBLIC COMMENT

Manager Saunders opened public comment.

Speakers included:

Cheryl Culberson

Ed Davidson

Ted Benbow

Sandi Bisciglia

Carolyn Wightman

ITEMS FOR DISCUSSION

A. Discussion Items

Village Manager Ron Saunders thanked the community for their input and reaffirmed the Village's commitment to keeping the public informed throughout the process.

ADJOURNMENT

There being no further business, Manager Saunders adjourned the meeting at 8:02 PM.



Islamorada, Village of Islands

VILLAGE OWNED PROPERTIES WORKSHOP

August 27, 2025 - 5:30 PM
Founders Park Community Center
87000 Overseas Highway
Islamorada, FL 33036

WORKSHOP SUMMARY

I. CALL TO ORDER

Village Manager Ron Saunders called the workshop to order at 5:30 pm.

II. ITEMS FOR DISCUSSION

A. Village Owned Properties

Village Manager Ron Saunders stated the workshop was being held to gather public input on three Village-owned properties: the Machado property, Island Silver & Spice, and the former Island Community Church, which he noted was in dire need of repairs. He indicated that the appraisal of the church would be posted on the Village website.

Planning Director Jennifer DeBoisbriand was on hand to address any planning-related questions.

Ideas discussed included:

- Selling the properties

- Conservation

- Workforce or affordable housing (Machado)

- Paid parking (Island Silver & Spice)

- Use for community purpose (Church)

- Property swap or lot exchange with Monroe County

III. PUBLIC COMMENT

Village Manager Ron Saunders opened the floor to comments from the public throughout the workshop.

Speakers included:

- Joe Wischmeier

- Ed Davidson

- Elizabeth Jolin

- Sue Miller

- Deb Gillis

- Beth Kaminstein

- Mrs. Friedman

Steve Friedman
Alina Davis
Jamie Engel
Trent Claybaugh
Matt Turk

IV. ADJOURNMENT

Village Manager Ron Saunders adjourned the workshop at 7:07 pm.



Council Communication

To: Mayor and Village Council
From: Anne Onsgard
Date: October 7, 2025
SUBJECT: **Approval of Appointments to the Islamorada Youth Council TAB 3**

Background:

At its regular meeting on October 23, 2013, the Village Council of Islamorada, Village of Islands (the "Village") adopted Resolution No. 13-10-81, thereby establishing the Islamorada Youth Council. The Islamorada Youth Council has experienced several changes since its establishment in 2013, reflecting the evolving needs of the community and its youth. Originally, the youth council consisted of students from Island Christian School and Coral Shores High School. However, due to the closure of Island Christian School in 2019, the youth council membership was amended by Village Council Resolution No. 14-07-47 to include only students from Coral Shores High School. Along with this change, the youth council's membership was expanded from 8 to 10 students, and the residency requirement was revised to accept applications from all Upper Keys students, increasing opportunities for youth participation and leadership in the community.

The Youth Council is intended to act as an advisory board to the Village Council and to provide the youth of Islamorada an opportunity to participate in the Village's decision-making process through recommendations pertaining to youth issues and youth community initiatives. Through this involvement, the youth council aims to foster leadership and civic engagement among youth, empowering them to contribute to shaping the future of Islamorada.

As set forth in the resolution, the Islamorada Youth Council consists of ten (10) students in grades nine through twelve, who are residents of the Upper Keys. Youth council members are to be appointed by the school and subsequently approved by the Village Council annually in the Fall (September/October) and serve a one-year term. Youth council meetings are to be held monthly or as frequently as needed to fulfill its duties and responsibilities.

At each meeting, the students discuss youth community initiatives, plan youth programs, community service projects, and participate in leadership and skill-building activities. The group will also consider participating in the Florida League of Cities' sponsored youth council contests and plans to attend the annual conference.

Analysis:

Staff worked with Coral Shores High School to solicit the ten (10) students to be appointed to the Islamorada Youth Council. The following ten (10) students completed the application, met the requirements of membership to the youth council, and were appointed by their school. Approval of the appointments listed below is requested of the Village Council.

Dax Collins	Grade 11
Parks Dunn	Grade 10
Allegra Fucaraccio	Grade 12
Kassandra German	Grade 10
Natalie Goodwin	Grade 11
Jaida Greenwald Brown	Grade 11
Tess Hill	Grade 10
Tristan Rios	Grade 12
Julia Rusch	Grade 11
Nathaniel Shugarman	Grade 12

Upon approval of the ten members by the Village Council, staff would schedule the first official monthly meeting of the 2025-2026 Islamorada Youth Council to be held early October.

Budget Impact:

The budget impact associated with the activities of the youth council would continue to include any costs for materials that may be needed for its members, projects, and events; and possibly a small amount of staff overtime to provide administrative support at meetings of the youth council. Youth council attendance at the 2026 Florida League of Cities Annual Youth Council Summit and associated expenses may be considered this Fall.

Staff Impact:

The Founders Park Assistant Director would continue to act as staff liaison to the Islamorada Youth Council and would continue to ensure that meetings are properly noticed and that record minutes of the meetings are kept.

Recommendation:

It is recommended that the Village Council, by motion and vote, approve the appointments to the Islamorada Youth Council.

Attachments: None



Council Communication

To: Mayor and Village Council
From: Sheila Denoncourt, Building Services Director
Date: October 7, 2025
SUBJECT: **Resolution Approving FY25-26 Expenditures to All Aspects Inspection Services LLC through a Cooperative Professional Services Agreement TAB 4**

Background:

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

Analysis:

All Aspects has reliably and professionally provided building department support services through the Cooperative Professional Services Agreement. The attached Resolution would approve FY 2025-2026 expenditures from All Aspects at a not to exceed cost of \$260,000.00 through the existing Cooperative Professional Services Agreement.

Budget Impact:

Payments to All Aspects Inspection Services, LLC, would be reflected in the Professional Services account in the Building Fund with a primary revenue source of Building Permit Fees. The FY 2025-2026 approved budget for Professional Services in the Building Services Fund is \$665,000.00 and includes \$260,000.00 for the services of All Aspects Inspection Services, LLC.

Staff Impact:

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

Recommendation:

Staff recommends that the Village Council adopt the attached Resolution, thereby approving FY 2025-2026 expenditures for services from All Aspects Inspection Services, LLC., for Building Department Support services.

Attachments: 1. 2_Reso_All Aspects_FY25-26_RVCM
 2. Exhibit A

RESOLUTION NO. 25-

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING FISCAL YEAR 2025-2026 EXPENDITURES THROUGH A COOPERATIVE PROFESSIONAL SERVICES AGREEMENT BETWEEN ALL ASPECTS INSPECTION SERVICES, LLC, AND ISLAMORADA, VILLAGE OF ISLANDS, TO PROVIDE BUILDING PERMIT PLANS REVIEW AND INSPECTION SERVICES TO THE BUILDING SERVICES DEPARTMENT; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; AND PROVIDING FOR AN EFFECTIVE DATE

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

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

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

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

WHEREAS, the Village desires to continue the Services through the Agreement during FY

2025-2026 for an amount not to exceed Two Hundred Sixty Thousand Dollars (\$260,000.00); and

WHEREAS, the Village Council finds that approval of the FY 2025-2026 expenditures for All Aspects Inspection Services, LLC., and the waiver of competitive bidding is in the best interest of the Village.

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

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

Section 2. Approval of Fiscal Year Expenditures. The Village Council hereby approves expenditures from All Aspects at an amount not to exceed Two hundred Sixty Thousand Dollars (\$260,000.00).

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

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

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

Motion to adopt by _____, second by _____.

FINAL VOTE AT ADOPTION

VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS

Mayor Sharon Mahoney _____

Vice Mayor Don Horton _____

Councilwoman Deb Gillis _____

Councilwoman Anna Richards _____

Councilman Steve Friedman _____

PASSED AND ADOPTED THIS ____ DAY OF _____, 2025.

SHARON MAHONEY, MAYOR

ATTEST:

MARNE MCGRATH, VILLAGE CLERK

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

JOHN J. QUICK, INTERIM VILLAGE ATTORNEY

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

THIS FIRST AMENDMENT TO AGREEMENT (this "First Amendment") is made effective as of the 1st day of October 2024 (the "Effective Date"), by and between **ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA**, a Florida municipal corporation, (the "Village") and **ALL ASPECTS INSPECTION SERVICES, LLC**, a Florida limited liability company (hereinafter, the "Contractor"). Collectively, the Village and the Contractor are referred to as "Parties."

WITNESSETH:

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

ARTICLE 1
PREAMBLE

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

- 1.1 The VILLAGE requires the services of experienced independent CONTRACTORs, to provide certain Building Permit Plan Review and Inspection Services (the "Services").
- 1.2 The Village procured the Services of All Aspects Inspection Services, LLC ("All Aspects") through the use of contract between All Aspects and the City of Key West that was awarded by a competitive bidding process.
- 1.3 The Village entered into an Agreement with All Aspects on the 4th day of May 2023, attached hereto as Exhibit "1".
- 1.4 The Village desires to amend the Agreement to update the rate for inspection and to incorporate the required Affidavit Attesting to Noncoercive Conduct for Labor or Services.

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

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

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

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

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

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

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

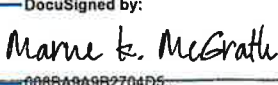
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year as first stated above.

ISLAMORADA, VILLAGE OF ISLANDS

CONTRACTOR

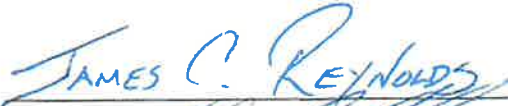
By:  DocuSigned by:
70D66F73F08C460...
Robert Cole
Village Manager

Attest:

By:  DocuSigned by:
008BA9A9B2704D5...
Marne McGrath
Village Clerk

Approved as to form and legal sufficiency:

By:  Signed by:
3628FAA7FDD417...
Weiss Serota Helfman Cole & Bierman, P.L.
Village Attorney

By: 
Name: 
Title: 
Entity:  ALL ASPECTS INSPECTION
SERVICES, INC.

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

THIS AGREEMENT (this "Agreement") is made effective as of the 4th day of May, 2023 (the "Effective Date"), by and between **ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA**, a Florida municipal corporation, (the "Village") and **ALL ASPECTS INSPECTION SERVICES, LLC**, a Florida limited liability company (hereinafter, the "Contractor"). Collectively, the Village and the Contractor are referred to as "Parties."

WHEREAS, the Village desires certain Building Permit Plan Review and Inspection Services; and

WHEREAS, the City of Key West, Florida, issued RFP No. 001-21 on November 21, 2020, (the "Services") and competitively awarded a contract to Contractor pursuant to the RFP, which contract is attached hereto as Exhibit "A" (the "Key West Contract"); and

WHEREAS, the Parties wish to incorporate the terms and conditions of the Key West Contract in this Agreement, except as otherwise modified or amended herein; and

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the Village and the Contractor agree as follows:

1. **Incorporation of Contract.** The terms and conditions of the Key West Contract attached hereto and made a part hereof as Exhibit "A" and is incorporated as though fully set forth herein. Except as otherwise specifically set forth or modified herein, all terms in the Key West Contract are hereby ratified and affirmed and shall remain unmodified and in full force and effect in accordance with its terms.
2. **Conflicts.** In the event of any conflict or ambiguity between the terms and provisions of this Agreement and the terms and provisions of the Key West Contract, the terms and provisions of this Agreement shall control.
3. **Defined Terms.** All initial capitalized terms used in this Agreement shall have the same meaning as set forth in the Key West Contract unless otherwise provided in this Agreement. All references to the City of Key West shall be replaced with Islamorada, Village of Islands where applicable, and all references to the City ETrakit system shall be replaced with Village CityView system.
4. **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be deemed an original and such counterparts shall constitute one and the same instrument.

5. **Amending Page 8 of City of Key West Contract.** Page 8, under the heading "Rates" of the Key West Contract is hereby amended as follows:

2nd Paragraph: Inspections will be billed at \$80.00 per inspection.

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

6. **Amending Page 9 of City of Key West Contract.** The language on Page 9 under the heading Term of the City of Key West Contract regarding the Term of the Agreement is hereby deleted in its entirety and replaced as follows:

Term

This Agreement shall commence on the date this instrument is fully executed by all parties and shall continue in full force and effect unless terminated by either party for cause, or terminated by either party for convenience, upon thirty (30) days written notice 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. 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.

7. **Additional Provisions.** In addition to the provisions set forth in the City of Key West Contract the following provisions shall apply:

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

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

7.3. **E-Verify Affidavit.** In accordance with Section 448.095, Florida Statutes, the Village requires all contractors doing business with the Village to register with and use the E-Verify system to verify the work authorization status of all newly hired employees. The Village will not enter into a contract unless each party to the contract registers with and uses the E-Verify system. The contracting entity must provide of its proof of enrollment in E-Verify. For instructions on how to provide proof of the contracting entity's participation/enrollment in E-Verify, please visit: <https://www.e-verify.gov/faq/how-do-i-provide-proof-of-my-participationenrollment-in-e-verify>. By entering into this

Agreement, the Contractor acknowledges that it has read Section 448.095, Florida Statutes; will comply with the E-Verify requirements imposed by Section 448.095, Florida Statutes, including but not limited to obtaining E-Verify affidavits from subcontractors; and has executed the required affidavit attached hereto and incorporated herein.

7.4. Public Records. Village is a public agency subject to Chapter 119, Florida Statutes. To the extent that Village is acting on behalf of Village pursuant to Section 119.0701, Florida Statutes, Village 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 Village 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.

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

Village: Village Manager
Attn: Ted Yates
Islamorada, Village of Islands
86800 Overseas Highway
Islamorada, Florida 33036
villagemanager@islamorada.fl.us

Copy To: Village Attorney
Attn: John J. Quick
Islamorada, Village of Islands
86800 Overseas Highway
Islamorada, Florida 33036
jquick@wsh-law.com

Contractor: All Aspects Inspection Services, LLC
Attn: James C. Reynolds, Managing Partner
24478 Overseas Highway
Summerland Key, FL 33042

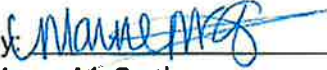
[Remainder of page intentionally left blank. Signature pages follow.]

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

ISLAMORADA, VILLAGE OF ISLANDS

By: 
Ted Yates
Village Manager

Attest:

By: 
Marne McGrath
Village Clerk

Approved as to form and legal sufficiency:

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

CONTRACTOR

By: 
Name: James C. Reynolds

Title: Managing Partner

Entity: All Aspects Inspection Services



Council Communication

To: Mayor and Village Council
From: Sheila Denoncourt, Building Services Director
Date: October 7, 2025
SUBJECT: **Resolution Approving Work Authorization No. 6 with MT Causley LLC and the Village of Islamorada TAB 5**

Background:

At its regular meeting on June 14, 2018, the Village Council passed and adopted Resolution No. 18-06-47, thereby approving non-exclusive continuing services agreements (CSAs) for general support services for the Building Services Department with two (2) firms that provided proposals in response to Request for Proposals (RFP 18-12) which the Village published on March 16, 2018. M. T. Causley, Inc. ("MTC"), was one of the two firms that responded, and the Village has been actively utilizing MTC's services under the CSA to supplement permanent staff positions and perform inspections and provide plans examiner services. The CSA was effective on June 19, 2018 to remain in effect for five (5) years through June 18, 2023. On October 25, 2022, the Village Council adopted Resolution No. 22-10-113 changing the termination of the CSA so that services continue unless either party provides 30 days' written notice to terminate. By resolution, the Village has continued services with MT Causley LLC on an annual basis.

Analysis:

Work Authorization No. 6 between the Village and M.T. Causley, LLC, attached as Exhibit A, and the attached Resolution establishes a not-to-exceed contract amount for the services from M.T. Causley, LLC during fiscal year 2025-2026 of \$400,000.00. Exhibit "A" to Work Authorization No. 6 provides M.T. Causley, LLC's hourly rates for services effective October 1, 2025 through the termination date of the Work Authorization No. 6, of September 30, 2026.

Budget Impact:

Fiscal Year 2025-2026 payments to M.T. Causley, LLC would continue to be reflected in the Professional Services account in the Building Fund with a primary revenue source of Building Permit Fees. The FY 2025-2026 approved budget for Professional Services in the Building Services Fund is \$660,000.00 and includes \$400,000.00 for the services of M.T. Causley, LLC.

Staff Impact:

The Village's Building Services Director would be responsible for scheduling M.T. Causley, LLC inspectors and plans examiners each week and monitoring costs incurred against the not-to-exceed limit.

Recommendation:

Staff recommends that the Village Council adopt the attached Resolution, thereby approving Work Authorization No. 6 under the CSA with M.T. Causley, LLC.

Attachments: 1. Reso_M T Causley WA#6
 2. EXHIBIT WA#6

RESOLUTION NO. 25-

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING WORK AUTHORIZATION NO. 6 BETWEEN M. T. CAUSLEY, LLC, AND ISLAMORADA, VILLAGE OF ISLANDS, TO PROVIDE GENERAL SUPPORT SERVICES TO THE BUILDING SERVICES DEPARTMENT; 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 WORK AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, on March 18, 2018, Islamorada, Village of Islands (the "Village"), published a Request for Proposals for General Support Services for the Building Services and Code Compliance Departments (RFP 18-12); and

WHEREAS, on June 14, 2018, the Village Council of Islamorada, Village of Islands (the "Village Council") adopted Resolution No. 18-06-47, thereby approving the final rankings and recommendations of the RFP 18-12 Selection Committee whereby M. T. Causley, LLC ("MTC"), was selected to provide building support services to the Village; and

WHEREAS, the Village subsequently entered into a Continuing Services Agreement (the "Agreement") with MTC for building support services effective June 19, 2018, for a five (5) year period, which has been extended multiple times by resolution according to the terms of the Agreement; and

WHEREAS, on October 25, 2022, the Village Council adopted Resolution No. 22-10-113, thereby approving a First Amendment to the Agreement thereby changing the term of the agreement to remain effective unless either party provides thirty (30) days written notice to terminate; and

WHEREAS, the Village and MTC desire to enter into Work Authorization No. 6 under the

Agreement to provide building support services for fiscal year 2025-2026 in an amount not to exceed Four Hundred Thousand Dollars (\$400,000.00); and

WHEREAS, the Village Council finds that approval of Work Authorization No.6 with MTC 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 Work Authorization.** The Village Council hereby approves Work Authorization No. 6 between MTC and the Village, a copy of which is attached as Exhibit "A," together with such non-material changes as may be acceptable to the Village Manager and approved as to form and legality by the Village Attorney.

Section 3. **Authorization of Village Officials.** The Village Manager and/or his designee and the Village Attorney are authorized to take all actions necessary to implement the terms and conditions of Work Authorization No. 6.

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. **Execution of Work Authorization.** The Village Manager is authorized to execute Work Authorization No. 6 on behalf of the Village, to execute any required agreements and/or documents to implement the terms and conditions of Work Authorization No. 6 and to

execute any extensions and/or amendments to to Work Authorization No. 6, subject to the approval as to form and legality by the Village Attorney.

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

Motion to adopt by _____, second by _____.

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

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

PASSED AND ADOPTED THIS ____ DAY OF _____, 2025.

JOSEPH B. PINDER, III, MAYOR

ATTEST:

MARNE MCGRATH, VILLAGE CLERK

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

JOHN J. QUICK, INTERIM VILLAGE ATTORNEY



September 24, 2025

Sheila Denoncourt
Building Official
Islamorada, Village of Islands
86800 Overseas Highway
Islamorada, FL 33036

Re: Revision to Rate Sheet

Dear Ms. Denoncourt,

M.T. Causley has enjoyed providing services to the Village based on the Non-Exclusive Continuing Services Agreement (Agreement). Pursuant to Section 21 of the Agreement, we hereby wish to communicate our intent to revise the current building department services hourly rates pursuant to Exhibit A hereby incorporated. Please indicate your agreement to the foregoing terms by signing and dating this letter in the space indicated below. We look forward to a continued working relationship with the Village.

Sincerely,

Matthew K. Causley
President

Islamorada, Village of Islands agrees to revise the current rate effective October 1, 2025.

	 Digitally signed by Sheila Denoncourt DN: C=US, E=sheila.denoncourt@islamorada.fl.us, O=Village of Islamorada, OU=Building Services Director, CN=Sheila Denoncourt Date=2025.09.25 07:02:25-04'00'	
Print Name and Title	Signature	Date

EXHIBIT "A"
To Project Agreement (WA #6) - as amended

Time tracked will start when Consultant checks in at the Village at first inspection site.

Rates effective 10/01/2025 through 9/30/2026		
SERVICE	STANDARD HOURLY RATE	BEYOND 5PM & SATURDAYS**
Building Official	\$ <u>148.08</u> per hour with a four (4) hour minimum	\$ <u>210.12</u> per hour with a four (4) hour minimum
Multi-certified Plans Examiner & Inspector Excludes natural disaster events	\$ <u>99.19</u> per hour with a four (4) hour minimum	\$ <u>148.78</u> per hour with a four (4) hour minimum
Single trade Plans Examiner & Inspector Excludes natural disaster events	\$ <u>99.19</u> per hour with a four (4) hour minimum	\$ <u>166.30</u> per hour with a four (4) hour minimum
Permit Processing Support Services Excludes natural disaster events	\$ <u>52.53</u> per hour with a four (4) hour minimum	\$ <u>78.80</u> per hour with a four (4) hour minimum
Remote Structural Plan Review Services	\$ <u>196.27</u> per hour with no minimum	N/A
Code Supervisor	\$ <u>143.17</u> per hour with a four (4) hour minimum	\$ <u>214.76</u> per hour with a four (4) hour
Code Officer	\$ <u>106.09</u> per hour with a four (4) hour minimum	\$ <u>159.14</u> per hour with a four (4) hour minimum
Code Clerk	\$ <u>92.70</u> per hour with a four (4) hour minimum	\$ <u>139.05</u> per hour with a four (4) hour minimum
Planner	\$ <u>134.00</u> per hour with a four (4) hour minimum unless remote	\$ <u>205.02</u> per hour with a four (4) hour minimum unless remote
Principal Planner	\$ <u>190.55</u> per hour with a four (4) hour minimum unless remote	\$ <u>285.83</u> per hour with a four (4) hour minimum unless remote
Planning Administrator	\$ <u>196.73</u> per hour with a four (4) hour minimum unless remote	\$ <u>295.10</u> per hour with a four (4) hour minimum unless remote
<u>Natural Disaster Events</u> Village will be provided with licensed, qualified staff to conduct damage assessment services	\$ <u>110.87</u> per hour with a four (4) hour minimum, plus expenses*	\$ <u>166.30</u> per hour with a four (4) minimum, plus expenses*
Additional Permit Processing Support Services	\$ <u>58.35</u> per hour with a four (4) hour minimum plus expenses*	\$ <u>87.55</u> per hour with a four (4) hour minimum plus expenses*

- Expenses = lodging, travel and meals when additional staff is relocated to provide additional support
- Services requested for US Federal Recognized Holidays and Sundays will be provided at two (2) times the standard hourly rate.



Council Communication

To: Mayor and Village Council
From: A.J. Engelmeyer, Public Works Director
Date: October 7, 2025
SUBJECT: **Resolution Approving Fiscal Year 2025-2026 Purchases from Wastewater Vendors for the Wastewater Department TAB 6**

Background:

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

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

Analysis:

The proposed resolution would authorize the expenditures from the Wastewater Vendors in the authorized amounts indicated below for Fiscal Year 2025-2026, and the proposed resolution would approve a waiver of competitive bidding for these purchases. Orders are placed with the vendors on an as-needed basis. Purchase orders would be created for each vendor for the amounts approved by the Village Council, and invoices would be applied to the purchase orders when goods are received or services are performed. As the amounts of the purchase orders are reached, staff would request authorization to increase not-to-exceed amounts from the Village Council as needed and as the fiscal year progresses.

The following are the Wastewater Vendors who are either sole source providers for specific materials, supplies, parts, and equipment for the Village's wastewater collection and transmission system or who are vendors that have proven to be most responsive to the Village's needs by having inventory available and possessing an ability to deliver goods or services timely. The dollar amounts listed are the purchasing authorization requested from each vendor at this time. Often replacement pumps are needed on an emergency

basis. Village wastewater staff anticipates that expenses associated with rental, replacement, repair or maintenance of pumps and pump motors will decrease when the capital project to reconfigure the North Plantation Key booster pump station is completed.

Vendor: Airvac, Inc.
Location: Various
Goods or Services: Sole Source Provider for vacuum sewer system parts, components, & supplies
Purchase Authorization: \$75,000.00

Vendor: Wascon Inc.
Location: Port St. Lucie, FL
Goods or Services: Sole Source Provider for E/One Gringer pumps & parts locally
Purchase Authorization: \$100,000.00

Vendor: Fortiline Waterworks
Location: Various
Goods or Services: Supplier of pipe materials & components
Purchase Authorization: \$30,000.00

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

Vendor: KB Vacuum Solutions, Inc
Location: Edgewater, FL
Goods or Services: Sole Source Provider of vacuum pump repair & maintenance services & materials
Purchase Authorization: \$140,000.00

Vendor: Ferguson Waterworks
Location: Various
Goods or Services: Supplier of pipe materials & components
Purchase Authorization: \$85,000.00

Vendor: SunBelt Rentals
Location: Islamorada & Marathon, FL
Goods or Services: Pump rentals
Purchase Authorization: \$80,000.00

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

Budget Impact:

The Village's FY 2025-2026 proposed budget for the Wastewater Enterprise Fund includes \$510,000.00 for Operating Supplies, \$595,000.00 for Repair and Maintenance expenses, and

\$1,040,000.00 for Infrastructure for Capital Outlay. Purchases from the Wastewater Vendors would be coded to these accounts as appropriate.

Staff Impact:

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

Recommendation:

Staff recommends approval and adoption of the attached Resolution thereby authorizing expenditures from the Wastewater Vendors in the above-listed authorized amounts during Fiscal Year 2025-2026 and approve waiver of competitive bidding.

Attachments: 1. Resolution

RESOLUTION NO. 25-

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING FISCAL YEAR 2025-2026 EXPENDITURES FROM AIRVAC INC., DONERITE PUMPS, INC., FORTILINE WATERWORKS, KB VACUUM PUMP SOLUTIONS, LLC., FERGUSON WATERWORKS, WASCON INC., AND SUNBELT RENTALS FOR THE OPERATION AND MAINTENANCE OF THE VILLAGE'S WASTEWATER COLLECTION AND TRANSMISSION SYSTEM; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING A WAIVER OF COMPETITIVE BIDDING; AND PROVIDING FOR AN EFFECTIVE DATE

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

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

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

WHEREAS, Wascon Inc. is a sole source provider of E/One Grinder Pumps and parts locally; and

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

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

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

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

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

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

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

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

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

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

WHEREAS, the Village Council finds that approval of Fiscal Year 2025-2026 not to exceed amounts for goods and services from the WASTEWATER VENDORS for operation and

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

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

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

Section 2. Approval of Fiscal Year Expenditures. The Village Council hereby approves the following: 1) purchases from Airvac, Inc., in an amount not to exceed Seventy Five Thousand Dollars (\$75,000.00); 2) purchases from Wascon, Inc., in an amount not to exceed One Hundred Thousand Dollars (\$100,000.00); 3) purchases from Fortiline Waterworks in an amount not to exceed Thirty Thousand Dollars (\$30,000.00); 4) purchases from Donerite Pumps, Inc. in an amount not to exceed Fifty Thousand Dollars (\$50,000.00); 5) purchases from KB Vacuum Solutions, LLC, in an amount not to exceed One Hundred and Forty Thousand Dollars (\$140,000.00); 6) purchases from Ferguson Waterworks, in an amount not to exceed Eighty Five Thousand Dollars (\$85,000.00); 7) purchases from Sunbelt Rentals in an amount not to exceed Eighty Thousand Dollars (\$80,000.00).

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

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

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

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

Motion to adopt by _____, second by _____.

FINAL VOTE AT ADOPTION

VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS

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

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

SHARON MAHONEY, MAYOR

ATTEST:

MARNE MCGRATH, VILLAGE CLERK

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

JOHN J. QUICK, INTERIM VILLAGE ATTORNEY



Council Communication

To: Mayor and Village Council
From: A.J. Engelmeyer, Public Works Director
Date: October 7, 2025
SUBJECT: **Resolution Approving Work Authorization No. 3 Between Page Excavating, Inc., and Islamorada, Village Of Islands, to Provide General Wastewater Support Services as Needed for FY 2024-2025 TAB 7**

Background:

On June 29, 2023, the Village published a Request for Qualifications for Professional Contractor Services for Wastewater (RFQ 23-10). At its regular meeting on September 7, 2023, the Village Council adopted Resolution No. 23-09-98, thereby approving the final ranking and recommendations of the RFQ 23-10 review committee. Page Excavating, Inc. ("Page"), was approved for professional contractor services through this process, and a Continuing Services Agreement ("CSA") was entered into between Wade Trim and the Village effective September 19, 2023, for a five (5) year period (through September 19, 2028).

At its regular meeting on October 10, 2023, the Village Council adopted Resolution No. 23-10-119, thereby approving Work Authorization No. 1 under the CSA for services provided from October 1, 2023, September 30, 2024 (FY 2023-2024), for a maximum not-to-exceed amount of \$693,000.00. Payments to Page pursuant to Work Authorization No. 1 totaled \$686,985.00.

At its regular meeting on October 8, 2024, the Village Council adopted Resolution No. 24-10-115, thereby approving Work Authorization No. 2 under the CSA for services provided from October 1, 2023, September 30, 2024 (FY 2024-2025), for a maximum not-to-exceed amount of \$1,000,000.00. Payments to Page pursuant to Work Authorization No. 2 totaled \$983,330.00 as of September 18, 2025.

Analysis:

The attached Resolution provides for approval of Work Authorization No. 3 (Exhibit "A" to the Resolution) under the 2023 CSA with Page to provide general services related to operations of the Village's Wastewater Utility effective October 1, 2025, through September 30, 2026 (FY 2025-2026) for a maximum not-to-exceed amount of \$1,165,000.00.

Budget Impact:

The proposed Work Authorization No. 3 for Page is for a not-to-exceed fee of \$1,165,000.00. This fee would be paid from the Village's Wastewater Enterprise Utility Fund and expensed to the Repair and Maintenance and Infrastructure accounts. The Village's FY 2025-2026 proposed budget for the Wastewater Enterprise Fund includes \$510,000.00 for Operating Supplies, \$595,000.00 for Repair and Maintenance expenses, and \$1,040,000.00 for Infrastructure for Capital Outlay.

Payments to Page for wastewater-related services have historically been eligible for partial reimbursement by the U S Army Corps of Engineers with Florida Keys Water Quality Improvement Program funding, when appropriated

Staff Impact:

The Public Works and Wastewater Director would coordinate activities under this agreement and work authorization with Page Excavating.

Recommendation:

It is recommended that the Village Council adopt the attached resolution, thereby approving and authorizing Work Authorization No. 3 with Page.

- Attachments:**
1. Resolution
 2. Exhibit A
 3. Exhibit 1

RESOLUTION NO. 25-

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, RATIFYING AND APPROVING WORK AUTHORIZATION NO. 3 BETWEEN PAGE EXCAVATING, INC. AND ISLAMORADA, VILLAGE OF ISLANDS, TO PROVIDE WASTEWATER SUPPORT SERVICES AS NEEDED; AUTHORIZING VILLAGE OFFICIALS TO IMPLEMENT THE TERMS AND CONDITIONS OF WORK AUTHORIZATION NO. 2; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE WORK AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, on June 29, 2023, Islamorada, Village of Islands, (the "Village") published a Request for Qualifications for Professional Contractor Services for Wastewater (RFQ 23-10); and

WHEREAS, on September 7, 2023, the Village Council of Islamorada, Village of Islands (the "Village Council"), adopted Resolution No. 23-09-98, thereby approving the final rankings and recommendations of the RFQ 23-10 Selection Committee whereby Page Excavating, Inc. ("Page") was selected for professional contractor services; and

WHEREAS, the Village entered into a Continuing Services Agreement (the "Agreement") with Page for Wastewater System Services effective September 19, 2023, for a five (5) year period with the option to renew for five (5) additional one (1) year periods on same terms; and

WHEREAS, on October 10, 2023, the Village Council adopted Resolution No. 23-10-119 thereby approving Work Authorization No. 1 under the Agreement effective October 1, 2023, through September 30, 2024 (FY 2023-2024); and

WHEREAS, on October 8, 2024, the Village Council adopted Resolution No. 24-10-115 thereby approving Work Authorization No. 2 under the Agreement effective October 1, 2024, through September 30, 2025 (FY 2024-2025); and

WHEREAS, the Village and Page desire to enter into Work Authorization No. 3 under the Agreement to provide labor and materials to provide wastewater support services for a not-to-exceed fee of One Millions, One Hundred and Sixty Five Thousand and no/100 Dollars (\$1,165,000,000.00) in FY 2025-2026 effective October 1, 2025 through September 30, 2026; and

WHEREAS, the Village Council finds that approval of the Work Authorization No. 3 with Page is in the best interest of the Village.

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF ISLAMROADA, 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 ratifies and approves Work Authorization No. 3 between Page and the Village for provision of services under the Agreement for FY 2025-2026.

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 Work Authorization No. 3.

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. 3.

Section 5. Execution of Work Authorization. The Village Manager is authorized to

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

VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS

Mayor Sharon Mahoney _____

Vice Mayor Don Horton _____

Councilman Steve Friedman

Councilwoman Deb Gillis _____

Councilwoman Anna Richards _____

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

SHARON MAHONEY, MAYOR

ATTEST:

MARNE MCGRATH, VILLAGE CLERK

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

JOHN J. QUICK, INTERIM VILLAGE ATTORNEY

PROJECT AGREEMENT

Between

ISLAMORADA, VILLAGE OF ISLANDS

And

PAGE EXCAVATING, INC.

For

Work Authorization No. 3

Wastewater Support Services

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

The VILLAGE and CONSULTANT agree as follows:

SECTION 1. SCOPE OF SERVICES

1.1 The CONSULTANT shall provide Wastewater Support Services, including poly check valve replacement services, concrete repair work, new vacuum pit and lateral connection installations, and other services to the VILLAGE for the Project as described in the Scope of Services listed in Exhibit "A" attached to the Continuing Services Agreement effective September 19, 2023 (the "CSA").

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

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 CSA, prior to any deviation from the terms of this Project Agreement, including the initiation of any extra work.

SECTION 2. DELIVERABLES

2.1 As part of the Scope of Services and Project Schedule, the CONSULTANT shall provide to the VILLAGE the Deliverables as discussed in the CSA.

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

SECTION 3. TERM/TIME OF PERFORMANCE/DAMAGES

3.1 Term. This Project Agreement shall commence retroactive to October 1, 2024 2025, and shall continue in full force and effect through, September 30, 2025 2026 unless otherwise terminated pursuant to Section 6 or other applicable provisions of this Project Agreement. The Village Manager may extend the term of this 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 Council.

SECTION 4. AMOUNT, BASIS AND METHOD OF COMPENSATION

4.1 Lump Sum Compensation. VILLAGE agrees to pay CONSULTANT an amount not to exceed ~~Seven Hundred Thousand and no/100 Dollars (\$700,000.00)~~ **One Million, One Hundred and Sixty Five Thousand and no/100 Dollars (1,165,000.00)** as compensation for providing wastewater support services, including installing the poly check valves in the low pressure force main, concrete repair work around vacuum pit lids, new vacuum pit and lateral connection installations, and other services listed on Exhibit "1," attached hereto and made a part hereof. It is understood that the method of compensation is that of lump sum which means that CONSULTANT shall perform all services set forth for total compensation in the amount stated above. Said lump sum includes but is not limited to, compensation for all fees, expenses, and out-of-pocket costs of the CONSULTANT.

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

SECTION 5. BILLING AND PAYMENTS TO THE CONSULTANT

5.1 Invoices.

5.1.1 Lump Sum Compensation. CONSULTANT shall submit invoices which are identified by the specific project number on a monthly basis and in a timely manner. These invoices shall identify the location and nature of the work performed.

5.2 Disputed Invoices. In the event that all or a portion of an invoice submitted to the VILLAGE for payment to the CONSULTANT is disputed, or additional backup documentation is

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

5.3 Suspension of Payment. In the event that the VILLAGE becomes credibly informed that any representations of the CONSULTANT, provided in an invoice 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.

5.4 Retainage. The VILLAGE reserves the right to withhold retainage in the amount of ten percent (10%) of any payment due to the CONSULTANT until the project is completed, as applicable. Said retainage may be withheld at the sole discretion of the VILLAGE and as security for the successful and timely completion of the CONSULTANT'S duties and responsibilities under this Project Agreement.

5.5 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. hereof. Under no circumstances shall the VILLAGE make payment 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:

<u>NAME</u>	<u>FUNCTION</u>
Mark Page	Owner

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 SERVICES AGREEMENT

All terms and conditions of the "Continuing Service Agreement" between the VILLAGE and CONSULTANT, dated September 19, 2023, 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.

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 President, a duly authorized officer to execute same.

VILLAGE

ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA

By: _____
Ron Saunders, Village Manager

The _____ day of _____ 2025.

AUTHENTICATION:

Marne McGrath, Village Clerk

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

John J. Quick, Village Attorney

CONSULTANT

PAGE EXCAVATING, INC.

By:_____

Print Name:_____

Title:_____

The _____ day of _____, 2024.

AUTHENTICATE:

Secretary

Print Name

(CORPORATE SEAL)

WITNESSES:

Print Name:_____

Print Name:_____

ATTACHMENT A

Cost for Services

Instructions:

Indicate the cost for each of the services you are interested in performing. Contractors can bid on all or some of the work.

Large Scale Fixed Price with Economic Price Adjustments (CPI) for 3-5 years

Prices should include all labor, equipment and incidental supplies and materials for installation, Repairs and restoration needed. Materials supplied by Islamorada Wastewater will consist of permanently installed infrastructure, such as: pipes, valves repair couplers, vacuum pits, grinder pumps and basins, etc.

Examples of such services may include:

1. Emergency repairs or replacement of the damaged Conveyance Force Main (CFM) for identified piping types, diameters and depths as identified below:

- a. Emergency call out including mobilization and demobilization:

Depth below ground		0-5 feet	5-8 feet	8+ feet
i.	1 LS	\$ <u>1,846.80</u>	\$ <u>2,565.00</u>	\$ <u>2,872.80</u>

- b. HDPE, DR13.5 CFM pip diameters:

Depth below ground		0-5 feet	5-8 feet	8+ feet
i.	8-inch	\$ <u>76.95</u> /lf	\$ <u>82.08</u> /lf	\$ <u>87.21</u> /lf
ii.	10-inch	\$ <u>87.21</u> /lf	\$ <u>92.34</u> /lf	\$ <u>97.47</u> /lf
iii.	12-inch	\$ <u>97.47</u> /lf	\$ <u>102.60</u> /lf	\$ <u>107.73</u> /lf
iv.	14-inch	\$ <u>102.60</u> /lf	\$ <u>107.73</u> /lf	\$ <u>112.86</u> /lf
v.	16-inch	\$ <u>107.73</u> /lf	\$ <u>112.86</u> /lf	\$ <u>117.99</u> /lf
vi.	18-inch	\$ <u>112.86</u> /lf	\$ <u>117.99</u> /lf	\$ <u>123.12</u> /lf

- c. PVC, DR25 CFM pipe diameters:

Depth below ground		0-5 feet	5-8 feet	8+ feet
i.	8-inch	\$ <u>76.95</u> /lf	\$ <u>82.08</u> /lf	\$ <u>87.21</u> /lf
ii.	10-inch	\$ <u>87.21</u> /lf	\$ <u>92.34</u> /lf	\$ <u>97.47</u> /lf
iii.	12-inch	\$ <u>97.47</u> /lf	\$ <u>102.60</u> /lf	\$ <u>107.73</u> /lf
iv.	16-inch	\$ <u>107.73</u> /lf	\$ <u>112.86</u> /lf	\$ <u>117.99</u> /lf
v.	18-inch	\$ <u>112.86</u> /lf	\$ <u>117.99</u> /lf	\$ <u>123.12</u> /lf

2. Installation of new service connections and extensions on the CFM; including electrofusion (HDPE) or hot taps (PVC) for various pipe types, diameters and depths identified below:

- a. Standard call out including mobilization and demobilization:

Depth below ground	0-5 feet	5-8 feet	8+ feet
i. 1 LS	<u>\$769.50</u>	<u>\$1,026.00</u>	<u>\$1,282.50</u>

b. HDPE, DR13.5 CFM pip diameters:

Depth below ground	0-5 feet	5-8 feet	8+ feet
i. 8-inch	<u>\$76.95 /lf</u>	<u>\$82.08 /lf</u>	<u>\$87.21 /lf</u>
ii. 10-inch	<u>\$87.21 /lf</u>	<u>\$92.34 /lf</u>	<u>\$97.47 /lf</u>
iii. 12-inch	<u>\$97.47 /lf</u>	<u>\$102.60 /lf</u>	<u>\$107.73 /lf</u>
iv. 14-inch	<u>\$102.60 /lf</u>	<u>\$107.73 /lf</u>	<u>\$112.86 /lf</u>
v. 16-inch	<u>\$107.73 /lf</u>	<u>\$112.86 /lf</u>	<u>\$117.99 /lf</u>
vi. 18-inch	<u>\$112.86 /lf</u>	<u>\$117.99 /lf</u>	<u>\$123.12 /lf</u>

c. PVC, DR25 CFM pipe diameters:

Depth below ground	0-5 feet	5-8 feet	8+ feet
i. 8-inch	<u>\$76.95 /lf</u>	<u>\$82.08 /lf</u>	<u>\$87.21 /lf</u>
ii. 10-inch	<u>\$87.21 /lf</u>	<u>\$92.34 /lf</u>	<u>\$97.47 /lf</u>
iii. 12-inch	<u>\$97.47 /lf</u>	<u>\$102.60 /lf</u>	<u>\$107.73 /lf</u>
iv. 16-inch	<u>\$107.73 /lf</u>	<u>\$112.86 /lf</u>	<u>\$117.99 /lf</u>
v. 18-inch	<u>\$112.86 /lf</u>	<u>\$117.99 /lf</u>	<u>\$123.12 /lf</u>

3. Emergency repairs of existing vacuum mains in the Village collection system at various construction depths and vacuum main diameters as identified below:

a. Emergency call out including mobilization and demobilization:

Depth below ground	0-4 feet	4-6 feet	6+ feet
i. 1 LS	<u>\$1,641.60</u>	<u>\$2,052.00</u>	<u>\$2,062.40</u>

b. Vacuum Main SDR 21 PVC pipe diameters:

Depth below ground	0-4 feet	4-6 feet	6+ feet
i. 4-inch	<u>\$51.30 /lf</u>	<u>\$56.43 /lf</u>	<u>\$61.56 /lf</u>
ii. 6-inch	<u>\$56.43 /lf</u>	<u>\$61.56 /lf</u>	<u>\$66.69 /lf</u>
iii. 8-inch	<u>\$76.95 /lf</u>	<u>\$82.08 /lf</u>	<u>\$87.21 /lf</u>
iv. 10-inch	<u>\$87.21 /lf</u>	<u>\$92.34 /lf</u>	<u>\$97.47 /lf</u>
v. 12-inch	<u>\$97.47 /lf</u>	<u>\$102.60 /lf</u>	<u>\$107.73 /lf</u>

4. Installation of vacuum main extensions and new service connections as deemed necessary by the engineering staff for vacuum main diameters at various construction depths as identified below:

- a. Standard call out including mobilization and demobilization:

Depth below ground	0-4 feet	4-6 feet	6+ feet
i. 1 LS	<u>\$666.90</u>	<u>\$923.40</u>	<u>\$1,077.30</u>

- b. Vacuum Main SDR 21 PVC pipe diameters:

Depth below ground	0-4 feet	4-6 feet	6+ feet
i. 4-inch	<u>\$51.30 /lf</u>	<u>\$56.43 /lf</u>	<u>\$61.56 /lf</u>
ii. 6-inch	<u>\$56.43 /lf</u>	<u>\$61.56 /lf</u>	<u>\$66.69 /lf</u>
iii. 8-inch	<u>\$76.95 /lf</u>	<u>\$82.08 /lf</u>	<u>\$87.21 /lf</u>
iv. 10-inch	<u>\$87.21 /lf</u>	<u>\$92.34 /lf</u>	<u>\$97.47 /lf</u>
v. 12-inch	<u>\$97.47 /lf</u>	<u>\$102.60 /lf</u>	<u>\$107.73 /lf</u>

5. Emergency repairs or replacement of damaged HDPE low pressure force main (LPFM) for diameters and various construction depths as identified below:

- a. Emergency call out including mobilization and demobilization:

Depth below ground	0-4 feet	4-6 feet	6+ feet
i. 1 LS	<u>\$1,641.60</u>	<u>\$2,052.00</u>	<u>\$2,462.40</u>

- b. LPFM pipe diameters:

Depth below ground	0-4 feet	4-6 feet	6+ feet
i. 1-1/4-inch	<u>\$20.52 /lf</u>	<u>\$25.65 /lf</u>	<u>\$30.78 /lf</u>
ii. 1-1/2-inch	<u>\$25.65 /lf</u>	<u>\$30.78 /lf</u>	<u>\$35.91 /lf</u>
iii. 2-inch	<u>\$30.78 /lf</u>	<u>\$35.91 /lf</u>	<u>\$41.04 /lf</u>
iv. 3-inch	<u>\$41.04 /lf</u>	<u>\$46.17 /lf</u>	<u>\$51.30 /lf</u>
v. 4-inch	<u>\$51.30 /lf</u>	<u>\$56.43 /lf</u>	<u>\$61.56 /lf</u>

6. Installation of new HDPE low pressure force main (LPFM) for diameters and various construction depths by means of open trench as identified below:

- a. Standard call out including mobilization and demobilization:

Depth below ground	0-4 feet	4-6 feet	6+ feet
i. 1 LS	<u>\$666.90</u>	<u>\$923.40</u>	<u>\$1,077.30</u>

- b. LPFM pipe diameters:

Depth below ground	0-4 feet	4-6 feet	6+ feet
i. 1-1/4-inch	<u>\$20.52 /lf</u>	<u>\$25.65 /lf</u>	<u>\$30.78 /lf</u>
ii. 1-1/2-inch	<u>\$25.65 /lf</u>	<u>\$30.78 /lf</u>	<u>\$35.91 /lf</u>
iii. 2-inch	<u>\$30.78 /lf</u>	<u>\$35.91 /lf</u>	<u>\$41.04 /lf</u>

iv. 3-inch	\$41.04 /lf	\$46.17 /lf	\$51.30 /lf
v. 4-inch	\$51.30 /lf	\$56.43 /lf	\$61.56 /lf

7. Installation of new HDPE low pressure force main (LPFM) for diameters and various construction depths by mean of directional bore as identified below:

- a. Standard call out including mobilization and demobilization:

Depth below ground	0-6 feet	6-10 feet	10+ feet
i. 1 LS	\$820.80	\$1,077.30	\$1,231.20

- b. LPFM pipe diameters

Depth below ground	0-6 feet	6-10 feet	10+ feet
i. 1-1/4-inch	\$25.65 /lf	\$30.78 /lf	\$35.91 /lf
ii. 1-1/2-inch	\$30.78 /lf	\$35.91 /lf	\$41.04 /lf
iii. 2-inch	\$30.78 /lf	\$35.91 /lf	\$41.04 /lf
iv. 3-inch	\$41.04 /lf	\$46.17 /lf	\$51.30 /lf
v. 4-inch	\$51.30 /lf	\$56.43 /lf	\$61.56 /lf

8. Asphalt repairs required after needed repairs or installation of wastewater items. Must be completed to FDOT specifications required and include striping:

- a. Emergency call out for FDOT ROW including mobilization and demobilization:

i. Asphalt Milling	\$20.52 /sy-in
ii. Mob and Demob	\$5,130.00 LS
iii. FC-12.5	\$210.33 /tn
iv. FC-9.5	\$312.93 /tn
v. Limerock Base	\$153.90 /tn
vi. Thermoplastic Striping	\$7.20 /lf

- b. Standard call out for FDOT ROW including mobilization and demobilization:

i. Asphalt Milling	\$10.26 /sy-in
ii. Mob and Demob	\$2,052.00 LS
iii. FC-12.5	\$102.60 /tn
iv. FC-9.5	\$153.90 /tn
v. Limerock Base	\$51.30 /tn
vi. Thermoplastic Striping	\$4.10 /lf

9. Asphalt repairs required after needed repairs or installation of wastewater items. Must be completed to FDOT specifications and include striping:

- a. Emergency call out for Village ROW including mobilization and demobilization:

i.	Asphalt Milling	<u>\$20.52</u> /sy-in
ii.	Mob and Demob	<u>\$5,130.00</u> LS
iii.	FC-12.5	<u>\$210.33</u> /tn
iv.	FC-9.5	<u>\$312.93</u> /tn
v.	Limerock Base	<u>\$153.90</u> /tn
vi.	Thermoplastic Striping	<u>\$7.20</u> /lf

b. Standard call out for Village ROW including mobilization and demobilization:

i.	Asphalt Milling	<u>\$10.26</u> /sy-in
ii.	Mob and Demob	<u>\$2,052.00</u> LS
iii.	FC-12.5	<u>\$102.60</u> /tn
iv.	FC-9.5	<u>\$153.90</u> /tn
v.	Limerock Base	<u>\$51.30</u> /tn
vi.	Thermoplastic Striping	<u>\$4.10</u> /lf

10. Vacuum pump-out services to include mobilization and demobilization:

a. Emergency call out including mobilization and demobilization:

Tank Size (gallons)	0-2600	2601-5600	5601+
i. Call out	<u>\$615.60</u>	<u>\$615.60</u>	<u>\$615.60</u>
Minimum Time	<u>3</u> hr	<u>3</u> hr	<u>3</u> hr
ii. Hourly Service	<u>\$625.00/hr</u>	<u>\$625.00/hr</u>	<u>\$625.00/hr</u>
iii. Special Dump	<u>\$410.40/gal</u>	<u>\$410.40/gal</u>	<u>\$410.40/gal</u>

b. Standard call out including mobilization and demobilization:

Tank Size (gallons)	0-2600	2601-5600	5601+
i. Call Out	<u>\$ N/A</u>	<u>\$ N/A</u>	<u>\$ N/A</u>
Minimum Time	<u>N/A</u> hr	<u>N/A</u> hr	<u>N/A</u> hr
ii. Hourly Services	<u>\$200.00/hr</u>	<u>\$200.00/hr</u>	<u>\$200.00/hr</u>
iii. Special Dump*	<u>\$410.40/gal</u>	<u>\$410.40/gal</u>	<u>\$410.40/gal</u>

*Special Dump consists of disposal at a location NOT provided by Islamorada wastewater to KLWTD

Small Scale Fixed Price with Equipment Price Adjustments (CPI) for 3-5 years

Prices should include all labor, equipment and incidental supplies and materials for installation, repairs and restoration needed. Materials supplied by Islamorada Wastewater will consist of permanently installed infrastructure, such as: pipes, valves, repair couplers, vacuum pits, grinder pumps and basins, etc.

Examples of such services may include:

11. Installation, integrity testing, and connection of vacuum valve pits on the existing vacuum collection system: \$11,286.00 ea
12. Removal of existing vacuum valve pits on the existing vacuum collection system: \$820.80 ea
13. Installation, integrity testing, and connection of a Village Simplex Grinder Pump Station (Wet Well, Pump, Valve Box, and Control Panel) for connection with the Village's low-pressure collection system: \$8,208.00 ea
14. Removal of an existing Village-owned simplex grinder pump wet well; assume an 84-inch-deep basin: \$1,530.00 ea
15. Removal of an existing Village-owned duplex grinder pump wet well; assume an 84-inch-deep basin: \$1,846.80 ea
16. Installation and integrity testing of new isolation valve on the existing low-pressure collection system: \$3,591.00 ea
17. Installation and integrity testing of new isolation valve on the existing vacuum collection system: \$3,591.00 ea
18. Adjustment of valve cover on existing low-pressure/vacuum system: \$410.40 ea
19. Adjustment of manhole ring and cover on existing vacuum valve pit: \$410.40 ea
20. Replacement of reinforced concrete around existing valve cover on existing low-pressure/vacuum system: \$513.00 ea
21. Replacement of reinforced concrete around existing vacuum valve pit: \$513.00 ea



Council Communication

To: Mayor and Village Council
From: A.J. Engelmeyer, Public Works Director
Date: October 7, 2025
SUBJECT: **Resolution Approving Memorandum Of Agreement (MOA) Between The Florida Department Of Transportation (FDOT) and the Village for the Keys Connecting Overseas To Advance Safe Travel (Keys Coast) Connected Vehicle Pilot Program TAB 8**

Background:

Since 2021, the Village of Islamorada has participated in the Florida Department of Transportation's (FDOT) Connected Vehicles Pilot Program, specifically the Keys Connecting Overseas to Advance Safe Travel (Keys COAST) project. Keys COAST is an FDOT-led initiative aimed at improving traffic safety and efficiency along US 1 (SR 5) within the Florida Keys.

Under the program, FDOT has installed Roadside Units (RSUs) at signalized intersections along approximately 112 miles of US 1, as well as On-Board Units (OBUs) on test vehicles, including freight, transit, emergency, and agency fleet vehicles. The program also includes upgrades to the existing traffic signal system to incorporate Automated Traffic Signal Performance Measures (ATSPM) and a Security Credential Management System (SCMS).

The Village previously approved participation in this program through Resolution 21-02-12, authorizing a Memorandum of Agreement (MOA) with FDOT. FDOT has since advised the Village that the original MOA has expired and expressed a desire to continue the program. A new MOA ("2025 MOA") has been presented for Village approval.

Analysis:

The proposed 2025 Memorandum of Agreement allows the Village to continue its participation in the Keys COAST project. The Village's ongoing involvement ensures that the infrastructure and devices installed on US 1 remain integrated with FDOT's overall traffic management and traffic signal system. Continued participation supports the Village's goals of advancing traffic safety and leveraging innovative transportation technology. The agreement grants the Village Manager the authority to implement the terms and conditions of the MOA and execute any related agreements or documents necessary to carry out the program. Staff has determined that the Village's continued participation is in the best interest of the community and will not result in adverse financial impact.

Budget Impact:

There is no Budget impact associated with this agreement.

Staff Impact:

There is no anticipated staff impact associated with this agreement.

Recommendation:

It is recommended that the Village Council adopt the Resolution at Attachment A, thereby approving the Memorandum of Agreement (MOA) (Exhibit A) between the Florida Department of Transportation (FDOT) and the Village for the Keys Connecting Overseas to Advance Safe Travel (KEYS COAST) Connected Vehicle Pilot Program.

Attachments:

1. Resolution
2. Exhibit A

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING A MEMORANDUM OF AGREEMENT BETWEEN THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) AND ISLAMORADA, VILLAGE OF ISLANDS, FOR THE KEYS CONNECTING OVERSEAS TO ADVANCE SAFE TRAVEL (KEYS COAST) CONNECTED VEHICLE PILOT PROJECT; AUTHORIZING VILLAGE OFFICIALS TO IMPLEMENT THE TERMS AND CONDITIONS OF THE MOA; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE MOA; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, Islamorada, Village of Islands (the "Village") since 2021 the Village has participated in the Connected Vehicles Pilot Program with Florida Department of Transportation for the Keys Connecting Overseas to Advance Safe Travel ("Keys COAST") project; and

WHEREAS, Keys COAST is an FDOT-led connected vehicle pilot program implemented on US 1 (SR 5) within the Florida Keys; and

WHEREAS, pursuant to this pilot project, FDOT intended to install Roadside Units (RSUs) at signalized intersections along approximately 112 miles of US 1 from Key Largo to Key West and at other select locations; and

WHEREAS, pursuant to this pilot project, FDOT intended to install On-Board Units (OBUs) on test vehicles including and not limited to freight, transit, emergency, and agency fleet vehicles (Test Vehicles); and

WHEREAS, pursuant to this pilot project, FDOT intended to upgrade the existing traffic signal system to include Automated Traffic Signal Performance Measures (ATSPM) and implement Security Credential Management System (SCMS); and

WHEREAS, the connected vehicle (CV) infrastructure and devices installed on state roads pursuant to this pilot project have become part of FDOT's overall traffic management and traffic signal system; and

WHEREAS, on or about February 4, 2021, the Village approved Resolution 21-02-12, approving a Memorandum of Agreement ("Original MOA") between the Village and FDOT authorizing the Village's participation in the project; and

WHEREAS, the Village was recently advised by FDOT of the expiration of the Original MOA and FDOT's desire to continue the program with the Village; and

WHEREAS, FDOT has presented the Village with a new Memorandum of Agreement ("2025 MOA") to participate in the project; and

WHEREAS, the Village Council finds that the Village's participation in the project and approval of the 2025 MOA between FDOT and the Village are in the best interest of the Village.

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

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

Section 2. Approval of Memorandum of Agreement. The Village Council hereby approves the 2025 MOA between FDOT and the Village to participate in the Keys COAST project, a copy of which is attached as Exhibit "A," together with such non-material changes as may be acceptable to the Village Manager and approved as to form and legality by the Village Attorney.

Section 3. **Authorization.** The Village Manager and/or his designee and the Village Attorney are hereby authorized to take all steps necessary to implement the terms and conditions of the 2025 MOA.

Section 4. **Execution of Agreement.** The Village Manager is authorized to execute the 2025 MOA on behalf of the Village, to execute any required agreements and/or documents to implement the terms and conditions of the 2025 MOA subject to the approval as to form and legality by the Village Attorney.

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 _____

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

**EXTENSION OF AGREEMENT
BETWEEN
THE FLORIDA DEPARTMENT OF TRANSPORTATION, DISTRICT SIX
AND
ISLAMORADA, VILLAGE OF ISLANDS
FOR
THE KEYS CONNECTING OVERSEAS TO ADVANCE SAFE TRAVEL
(KEYS COAST) CONNECTED VEHICLE PILOT PROJECT**

As per the Memorandum of Agreement signed on the 3rd day of February 2022, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, DISTRICT SIX located at 1000 NW 111th Ave, Miami, FL 33172, and the ISLAMORADA, VILLAGE OF ISLANDS, located at 86800 Overseas Highway, Islamorada, FL 33036, the PARTIES agree as follows:

Pursuant to Section 1 – Term of the initial Memorandum of Agreement (MOA), the parties mutually agree to extend this agreement for an additional three (3) years, effective from August 1st, 2025 (Start Date) through July 31st, 2028 (End Date). All terms and conditions outlined in the existing MOA shall remain in effect unless otherwise amended in writing by both parties.

By: _____
NAME: Ron Saunders
TITLE: Village Manager
Islamorada, Village of Islands

By: _____
DocuSigned by:
Sergio Bravo
C408EABEBDDA460...
NAME: Sergio Bravo
TITLE: TSM&O Engineer Arterials
Florida Department of Transportation,
District Six



Council Communication

To: Mayor and Village Council
From: Alyssa Panzer, Grants and Environmental Coordinator
Date: October 7, 2025
SUBJECT: **Resolution Accepting State Funding Grant Agreement with FDOT for Elevating a 2,500 ft Section of the Overseas Heritage Trail on Lower Matecumbe TAB 9**

Background:

The Florida Keys Overseas Heritage Trail is a vital recreational, historic, and cultural asset, spanning over 90 miles of multi-use paths along a planned 106-mile corridor from Key Largo to Key West. The rising sea levels and increasingly frequent flooding have caused segments of the trail to deteriorate and become impassable. These disruptions undermine its purpose as a connector for communities and its appeal as a destination for outdoor recreation, tourism, and historic preservation.

One low-lying segment of 2,500 linear feet in Lower Matecumbe is in need of repairs and elevating the trail to address the immediate challenges as well as strengthen its long-term resiliency.

Analysis:

In October 2024, the Village submitted a Local Funding Initiative Request with the State of Florida in the amount of Two Hundred-Thousand dollars (\$200,000.00) with a 20% local match of Fifty Thousand dollars (\$50,000.00) for the project to repair and elevate the section of the Florida Keys Overseas Heritage Trail on Lower Matecumbe. In July 2025, the Village received notification from the Florida Department of Transportation ("FDOT") that Islamorada, Village of Islands was appropriated Two Hundred-Thousand dollars (\$200,000.00) per House Bill #2243/Senate Bill#1154 for the construction of the project. The Village must enter into a State Funded Grant Agreement with FDOT in Fiscal Year 2026 (July 1, 2025 – June 30, 2026) to secure the funding.

The attached Resolution would approve the State Funded Grant Agreement for eligible project construction activities completed by December 31, 2026.

Budget Impact:

The total cost of the Project is \$250,000.00, which is reflected in the Village's FY 2025-2026 Capital Project Fund budget. The FDOT grant would reimburse the Village for up to \$200,000.00 of the project costs. The remaining costs above \$200,000 are to be paid by the Village's Public Works Operating budget under Professional Services.

Staff Impact:

The Director of Public Works would oversee the Project. The Village's Procurement/Capital Assets Administrator would complete the procurement procedures in compliance with the requirements of the Grant and the Village. The Village's Grants Administrator will ensure the Village complies with reporting requirements of the Grant and will submit the Village's cost reimbursement request to FDOT.

Recommendation:

It is recommended that the Village Council adopt the proposed Resolution, thereby approving the State Funded Grant Agreement with FDOT for the elevation of a low-lying section of the Overseas Heritage Trail.

- Attachments:**
1. Resolution_FDOT_Grant_Acceptance_FM456893-1-54-01
 2. Exhibit 1 SFGA for Islamorada Approval

RESOLUTION NO. 25

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA ACCEPTING THE GRANT AWARD FROM THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR THE ELEVATION OF THE FLORIDA KEYS OVERSEAS HERITAGE TRAIL IN LOWER MATECUMBE - FM 456893-1-54-01; APPROVING THE STATE FUNDED GRANT AGREEMENT BETWEEN THE FLORIDA DEPARTMENT OF TRANSPORTATION AND ISLAMORADA, VILLAGE OF ISLANDS TO PROVIDE REIMBURSEMENT FUNDING FOR THE PROJECT OF UP TO \$200,000; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE AGREEMENT; AUTHORIZING VILLAGE OFFICIALS TO IMPLEMENT THE TERMS AND CONDITIONS OF THE AGREEMENT; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the Florida Keys Overseas Heritage Trail is a vital recreational, historic, and cultural asset, spanning over 90 miles of multi-use paths along a planned 106-mile corridor from Key Largo to Key West; and

WHEREAS, the rising sea levels and increasingly frequent flooding have caused segments of the trail to deteriorate and become impassable; and

WHEREAS, these disruptions undermine its purpose as a connector for communities and its appeal as a destination for outdoor recreation, tourism, and historic preservation; and

WHEREAS, one low lying segment of 2,500 linear feet in Lower Matecumbe is in need of repairs and elevating the trail to address the immediate challenges as well as strengthen its long-term resiliency; and

WHEREAS, in October 2024, the Village submitted a Local Funding Initiative Request with the State of Florida in the amount of Two Hundred-Thousand dollars (\$200,000.00) for the project to repair and elevate the section of the Florida Keys Overseas Heritage Trail on Lower Matecumbe; and

WHEREAS, In July 2025, the Village received notification from the Florida Department of Transportation that Islamorada, Village of Islands was appropriated Two Hundred-Thousand dollars (\$200,000.00) per House Bill #2243/Senate Bill#1154 for the construction of the project; and

WHEREAS, Islamorada, Village of Islands must enter into a State Funded Grant Agreement with Florida Department of Transportation in Fiscal Year 2026 (July 1, 2025 – June 30, 2026) to secure the funding; and

WHEREAS, in September 2025, the Village received the State-Funded Grant Agreement, provided hereto as Exhibit "1", for eligible project construction activities completed by December 31, 2026; and

WHEREAS, the State Funded Grant Agreement requires execution by the Village Manager; and

WHEREAS, the Village Council finds that acceptance of the grant and approval of the State Funded Grant Agreement 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. **Acceptance of Grant and Approval of Agreement.** The Village Council hereby accepts the grant award from the Florida Department of Transportation for funding through the Fiscal year 2026 State Appropriation – FM 456893-1-54-01 for up to Two Hundred Thousand dollars (\$200,000.00) for the Florida Keys Overseas Heritage Trail Elevate Path – Lower Matecumbe project and approves the State Funded Grant Agreement, attached hereto as Exhibit "1", together with such non-material changes as may be acceptable to the Village Manager and approved as to form and legality by the Village Attorney.

Section 3. **Execution of Agreement.** The Village Manager is authorized to execute the 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 Agreement.

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.

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 EXCLUSIVE USE AND BENEFIT OF
ISLAMORADA, VILLAGE OF ISLANDS:

JOHN J. QUICK, VILLAGE ATTORNEY

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT

525-010-60
LOCAL PROGRAMS
03/25

FPN: <u>456893-1-54-01</u>	Fund: <u>EM26</u>	FLAIR Category: _____
	Org Code: _____	FLAIR Obj: _____
FPN: _____	Fund: _____	FLAIR Category: _____
	Org Code: _____	FLAIR Obj: _____
FPN: _____	Fund: _____	FLAIR Category: _____
	Org Code: _____	FLAIR Obj: _____
County No: <u>87-Miami-Dade</u>	Contract No: _____	Vendor No: <u>F650830851004</u>

THIS STATE-FUNDED GRANT AGREEMENT ("Agreement") is entered into on _____, (This date to be entered by DOT only)
by and between the State of Florida Department of Transportation, ("Department"), and Islamorada, Village of Islands, ("Recipient"). The

Department and the Recipient are sometimes referred to in this Agreement as a "Party" and collectively as the "Parties".

NOW, THEREFORE, in consideration of the mutual benefits to be derived from joint participation on the Project, the Parties agree to the following:

- 1. Authority:** The Department is authorized to enter into this Agreement pursuant to Sections 334.044, 334.044(7), and *(select the applicable statutory authority for the program(s) below)*:
 - ☐ Section 339.2817 Florida Statutes, County Incentive Grant Program (CIGP), (ALN 55.008)
 - ☐ Section 339.2818 Florida Statutes, Small County Outreach Program (SCOP), (ALN 55.009)
 - ☐ Section 339.2816 Florida Statutes, Small County Road Assistance Program (SCRAP), (ALN 55.016)
 - ☐ Section 339.2819 Florida Statutes, Transportation Regional Incentive Program (TRIP), (ALN 55.026)
 - ☒ Specific Appropriation Bill #1154 , Local Transportation Projects , CSFA 55.039

The Recipient by Resolution or other form of official authorization, a copy of which is attached as **Exhibit "D"**, **Recipient Resolution**, and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf.

- 2. Purpose of Agreement:** The purpose of this Agreement is to provide for the Department's participation in FLORIDA KEYS OVERSEAS HERITAGE TRAIL ELEVATE PATH - LOWER MATECUMBE, as further described in **Exhibit "A", Project Description and Responsibilities**, attached to and incorporated into this Agreement ("Project"); to provide Department financial assistance to the Recipient; state the terms and conditions upon which Department funds will be provided; and to set forth the manner in which the Project will be undertaken and completed.
- 3. Term of the Agreement, Commencement and Completion of the Project:** This Agreement shall commence upon full execution by both Parties and the Recipient shall complete the Project on or before 12/31/2026. If the Recipient does not complete the Project within this time period, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Recipient and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The Recipient acknowledges that no funding for the Project will be provided by the State under this Agreement for work on the Project that is not timely completed and invoiced in accordance with the terms of this Agreement, or for work performed prior to full execution of the Agreement. Notwithstanding the expiration of the required completion date provided in this Agreement and the consequent potential unavailability of any unexpended portion of State funding to be provided under this Agreement, the

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Recipient shall remain obligated to complete all aspects of the Project identified in **Exhibit "A"** in accordance with the remaining terms of this Agreement, unless otherwise agreed by the Parties, in writing.

Execution of this Agreement by both Parties shall be deemed a Notice to Proceed to the Recipient for the design phase or other non-construction phases of the Project. If the Project involves a construction phase, the Recipient shall not begin the construction phase of the Project until the Department issues a written Notice to Proceed for the construction phase. Prior to commencing the construction work described in this Agreement, the Recipient shall request a Notice to Proceed from the Department.

- 4. Amendments, Extensions and Assignment:** This Agreement may be amended or extended upon mutual written agreement of the Parties. This Agreement shall not be assigned, transferred or otherwise encumbered by the Recipient under any circumstances without the prior written consent of the Department.
- 5. Termination or Suspension of Project:** The Department may, by written notice to the Recipient, suspend any or all of the Department's obligations under this Agreement for the Recipient's failure to comply with applicable laws or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected. The Department may also terminate this Agreement in whole or in part at any time the interest of the Department requires such termination.
 - a. If the Department terminates the Agreement, the Department shall notify the Recipient of such termination in writing within thirty (30) days of the Department's determination to terminate the Agreement, with instructions as to the effective date of termination or to specify the stage of work at which the Agreement is to be terminated.
 - b. The Parties to this Agreement may also terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions through mutual written agreement.
 - c. If the Agreement is terminated before performance is completed, the Recipient shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the contract price as the amount of work satisfactorily completed is a percentage of the total work called for by this Agreement. All work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Recipient.
 - d. Upon termination of this Agreement, the Recipient shall, within thirty (30) days, refund to the Department any funds determined by the Department to have been expended in violation of this Agreement.
- 6. Project Cost:**
 - a. The estimated cost of the Project is \$250,0000.00. This amount is based upon the Schedule of Financial Assistance in **Exhibit "B", Schedule of Financial Assistance**, attached and incorporated in this Agreement. The Schedule of Financial Assistance may be modified by execution of an amendment of the Agreement by the Parties.
 - b. The Department agrees to participate in the Project cost up to the maximum amount of \$ 200,000.00 and, additionally the Department's participation in the Project shall not exceed NA% of the total cost of the Project, and as more fully described in **Exhibit "B"**. The Department's participation may be increased or reduced upon a determination of the actual bid amounts of the Project by the execution of an amendment. The Recipient agrees to bear all expenses in excess of the amount of the Department's participation and any cost overruns or deficits incurred in connection with completion of the Project.
 - c. The Department's participation in eligible Project costs is subject to, but not limited to:
 - i. Legislative approval of the Department's appropriation request in the work program year that the Project is scheduled to be committed;

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- ii. Approval of all plans, specifications, contracts or other obligating documents and all other terms of this Agreement; and
- iii. Department approval of the Project scope and budget at the time appropriation authority becomes available.

7. Compensation and Payment:

- a. The Department shall reimburse the Recipient for costs incurred to perform services described in the Project Description and Responsibilities in **Exhibit "A"**, and as set forth in the Schedule of Financial Assistance in **Exhibit "B"**.
- b. The Recipient shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A"**, Project Description and Responsibilities. Any changes to the deliverables shall require an amendment executed by both parties.
- c. Invoices shall be submitted no more often than monthly and no less than quarterly by the Recipient in detail sufficient for a proper pre-audit and post-audit, based on the quantifiable, measurable and verifiable deliverables as established in **Exhibit "A"**. Deliverables and costs incurred must be received and approved by the Department prior to reimbursements. Requests for reimbursement by the Recipient shall include an invoice, progress report and supporting documentation for the period of services being billed that are acceptable to the Department. The Recipient shall use the format for the invoice and progress report that is approved by the Department.
- d. If Recipient is considered a rural community or rural area of opportunity, as these terms are defined by Section 288.0656(2), Florida Statutes, Recipient may submit payment requests for eligible performance completed/costs incurred under this Agreement pursuant to **Exhibit "H", Alternative Advance Payment Financial Provisions**.
- e. Supporting documentation must establish that the deliverables were received and accepted in writing by the Recipient and must also establish that the required minimum standards or level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A"** has been met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of charges as described in **Exhibit "F", Contract Payment Requirements**.
- f. Travel expenses are not compensable under this Agreement.
- g. Payment shall only be made after receipt and approval of deliverables and costs incurred unless the payment is made under **Exhibit "H"** or advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes or the Department's Comptroller under Section 334.044(29), Florida Statutes.

If the Department determines that the performance of the Recipient is unsatisfactory, the Department shall notify the Recipient of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Recipient shall, within thirty (30) days after notice from the Department, provide the Department with a corrective action plan describing how the Recipient will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Recipient will not be reimbursed or paid under **Exhibit "H"**, to the extent of the non-performance. The Recipient will not be reimbursed or paid until the Recipient resolves the deficiency. If the deficiency is subsequently resolved, the Recipient may bill the Department for any unpaid performance completed by the Recipient during the next billing period or as provided by **Exhibit "H", Alternative Advance Payment Financial Provisions**. If the Recipient is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.

Recipients receiving financial assistance from the Department should be aware of the following time frames. Inspection and approval of deliverables and costs incurred shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the deliverables and costs incurred are received, inspected, and approved.

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Recipient. Interest penalties of less than one (1) dollar will not be enforced unless the Recipient requests payment. Invoices that have to be returned to a Recipient because of Recipient preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Recipient who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

- h. The Recipient shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Recipient's general accounting records and the project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the project, and all other records of the contractor and subcontractors considered necessary by the Department for a proper audit of costs.
- i. **Progress Reports.** Upon request, the Recipient agrees to provide progress reports to the Department in the standard format used by the Department and at intervals established by the Department. The Department will be entitled at all times to be advised, at its request, as to the status of the Project and of details thereof.
- j. If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Recipient owing such amount if, upon demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.
- k. The Recipient must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.
- l. The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's financial assistance for this Project is in multiple fiscal years, a notice of availability of funds from the Department's project manager must be received prior to costs being incurred by the Recipient. See **Exhibit "B"** for funding levels by fiscal year. Project costs utilizing any fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Recipient, in writing, when funds are available.
- m. In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

"The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of

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contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years, and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year."

- n. Any Project funds made available by the Department pursuant to this Agreement which are determined by the Department to have been expended by the Recipient in violation of this Agreement or any other applicable law or regulation, shall be promptly refunded in full to the Department. Acceptance by the Department of any documentation or certifications, mandatory or otherwise permitted, that the Recipient files shall not constitute a waiver of the Department's rights as the funding agency to verify all information at a later date by audit or investigation.
- o. In determining the amount of the payment, the Department will exclude all Project costs incurred by the Recipient prior to the execution of this Agreement, costs incurred prior to issuance of a Notice to Proceed, costs incurred after the expiration of the Agreement, costs which are not provided for in the latest approved Schedule of Financial Assistance in **Exhibit "B"** for the Project, costs agreed to be borne by the Recipient or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by the Department.

8. General Requirements:

The Recipient shall complete the Project with all practical dispatch in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement and all applicable laws.

- a. The Recipient must obtain written approval from the Department prior to performing itself (through the efforts of its own employees) any aspect of the Project that will be funded under this Agreement.
 - ☐ If this box is checked, then the Agency is permitted to utilize its own forces and the following provision applies: **Use of Agency Workforce**. In the event the Agency proceeds with any phase of the Project utilizing its own forces, the Agency will only be reimbursed for direct costs (this excludes general overhead).
- b. The Recipient shall provide to the Department certification and a copy of appropriate documentation substantiating that all required right-of-way necessary for the Project has been obtained. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, including if no right-of-way is required.
- c. The Recipient shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.
- d. The Recipient shall have the sole responsibility for resolving claims and requests for additional work for the Project by the Recipient's contractors and consultants. No funds will be provided for payment of claims or additional work on the Project under this Agreement without the prior written approval of the claim or request for additional work by Department.

9. Contracts of the Recipient

- a. The Department has the right to review and approve any and all third party contracts with respect to the Project before the Recipient executes any contract or obligates itself in any manner requiring the disbursement of Department funds under this Agreement, including consultant or construction contracts or amendments thereto. If the Department exercises this right and the Recipient fails to obtain such approval, the Department may deny payment to the Recipient. The Department may review the qualifications of any consultant or contractor and to approve or disapprove the employment of such consultant or contractor.
- b. It is understood and agreed by the parties hereto that participation by the Department in a project that involves the purchase of commodities or contractual services or the purchasing of capital equipment or the

equipping of facilities, where purchases or costs exceed the Threshold Amount for CATEGORY TWO per Chapter 287.017 Florida Statutes, is contingent on the Recipient complying in full with the provisions of Chapter 287.057 Florida Statutes. The Recipient shall certify to the Department that the purchase of commodities or contractual services has been accomplished in compliance with Chapter 287.057 Florida Statutes. It shall be the sole responsibility of the Recipient to ensure that any obligations made in accordance with this Section comply with the current threshold limits. Contracts, purchase orders, task orders, construction change orders, or any other agreement that would result in exceeding the current budget contained in **Exhibit "B"**, or that are not consistent with the Project description and scope of services contained in **Exhibit "A"** must be approved by the Department prior to Recipient execution. Failure to obtain such approval, and subsequent execution of an amendment to the Agreement if required, shall be sufficient cause for nonpayment by the Department.

- c. Participation by the Department in a project that involves a consultant contract for engineering, architecture or surveying services, is contingent on the Recipient's complying in full with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act. In all cases, the Recipient shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.
- d. If the Project is procured pursuant to Chapter 255, Florida Statutes, for construction services and the cost of the Project is to be paid from state-appropriated funds, then the Recipient must comply with the requirements of Section 255.0991, Florida Statutes.

10. Design and Construction Standards and Required Approvals: In the event the Project includes construction the following provisions are incorporated into this Agreement:

- a. The Recipient is responsible for obtaining all permits necessary for the Project.
- b. In the event the Project involves construction on the Department's right-of-way, the Recipient shall provide the Department with written notification of either its intent to:
 - i. Award the construction of the Project to a Department prequalified contractor which is the lowest and best bidder in accordance with applicable state and federal statutes, rules, and regulations. The Recipient shall then submit a copy of the bid tally sheet(s) and awarded bid contract, or
 - ii. Construct the Project utilizing existing Recipient employees, if the Recipient can complete said Project within the time frame set forth in this Agreement. The Recipient's use of this option is subject to approval by the Department.
- c. The Recipient shall hire a qualified contractor using the Recipient's normal bid procedures to perform the construction work for the Project. For projects that are not located on the Department's right-of-way, the Recipient is not required to hire a contractor prequalified by the Department unless the Department notifies the Recipient prior to letting that they are required to hire a contractor prequalified by the Department.
- d. The Recipient is responsible for provision of Construction Engineering Inspection (CEI) services. The Department reserves the right to require the Recipient to hire a Department pre-qualified consultant firm that includes one individual that has completed the Advanced Maintenance of Traffic Level Training. Notwithstanding any provision of law to the contrary, design services and CEI services may not be performed by the same entity. Administration of the CEI staff shall be under the responsible charge of a State of Florida Licensed Professional Engineer who shall provide the certification that all design and construction for the Project meets the minimum construction standards established by Department. The Department shall have the right to approve the CEI firm. The Department shall have the right, but not the obligation, to perform independent assurance testing during the course of construction of the Project. Subject to the approval of the Department, the Recipient may choose to satisfy the requirements set forth in this paragraph by either hiring a Department prequalified consultant firm or utilizing Recipient staff that meet the requirements of this paragraph, or a combination thereof.

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- e. The Recipient is responsible for the preparation of all design plans for the Project. The Department reserves the right to require the Recipient to hire a Department pre-qualified consultant for the design phase of the Project using the Recipient's normal procurement procedures to perform the design services for the Project. Notwithstanding any provision of law to the contrary, design services and CEI services may not be performed by the same entity. All design work on the Project shall be performed in accordance with the requirements of all applicable laws and governmental rules and regulations and federal and state accepted design standards for the type of construction contemplated by the Project, including, as applicable, but not limited to, the applicable provisions of the Manual of Uniform Traffic Control Devices (MUTCD) and the AASHTO Policy on Geometric Design of Streets and Highways. If any portion of the Project will be located on, under, or over any Department-owned right-of-way, the Department shall review the Project's design plans for compliance with all applicable standards of the Department, as provided in **Exhibit "O", Terms and Conditions of Construction**, which is attached to and incorporated into this Agreement.
- f. The Recipient shall adhere to the Department's Conflict of Interest Procedure (FDOT Topic No. 375-030-006).
- g. The Recipient will provide copies of the final design plans and specifications and final bid documents to the Department's Construction Project Manager prior to commencing construction of the Project. The Department will specify the number of copies required and the required format.
- h. The Recipient shall require the Recipient's contractor to post a payment and performance bond in accordance with applicable law.
- i. The Recipient shall be responsible to ensure that the construction work under this Agreement is performed in accordance with the approved construction documents, and that it will meet all applicable Recipient and Department standards.
- j. Upon completion of the work authorized by this Agreement, the Recipient shall notify the Department in writing of the completion of construction of the Project; and for all design work that originally required certification by a Professional Engineer, this notification shall contain an Engineers Certification of Compliance, signed and sealed by a Professional Engineer, the form of which is attached hereto and incorporated herein as **Exhibit "C", Engineers Certification of Completion**. The certification shall state that work has been completed in compliance with the Project construction plans and specifications. If any deviations are found from the approved plans, the certification shall include a list of all deviations along with an explanation that justifies the reason to accept each deviation.
- k. The Recipient shall provide the Department with as-built plans of any portions of the Project funded through the Agreement prior to final inspection.

11. Maintenance Obligations: In the event the Project includes construction then the following provisions are incorporated into this Agreement:

- a. The Recipient agrees to maintain any portion of the Project not located on the State Highway System constructed under this Agreement for its useful life. If the Recipient constructs any improvement on Department right-of-way, the Recipient

☐ shall

☒ shall not

maintain the improvements located on the Department right-of-way made for their useful life. If the Recipient is required to maintain Project improvements located on the Department right-of-way beyond final acceptance, then Recipient shall, prior to any disbursement of the State funding provided under this Agreement, also execute a Maintenance Memorandum of Agreement in a form that is acceptable to the Department. The Recipient has agreed to the foregoing by resolution, and such resolution is attached and incorporated into this Agreement as **Exhibit "D"**. This provision will survive termination of this Agreement.

12. State Single Audit: The administration of resources awarded through the Department to the Recipient by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit

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the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any state agency inspector general, the Auditor General, or any other state official. The Recipient shall comply with all audit and audit reporting requirements as specified below.

- a. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the Recipient's use of state financial assistance may include but not be limited to on-site visits by Department staff and/or other procedures including, reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to state financial assistance awarded through the Department by this Agreement. By entering into this Agreement, the Recipient agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, the Department of Financial Services (DFS) or the Auditor General.
- b. The Recipient, a nonstate entity as defined by Section 215.97(2)(n), Florida Statutes, as a recipient of state financial assistance awarded by the Department through this Agreement is subject to the following requirements:
 - i. In the event the Recipient meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Recipient must have a State single or project-specific audit conducted for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. **Exhibit "J", State Financial Assistance (Florida Single Audit Act)** to this Agreement indicates state financial assistance awarded through the Department by this Agreement needed by the Recipient to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department by this Agreement, other state agencies and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
 - ii. In connection with the audit requirements, the Recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
 - iii. In the event the Recipient does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Recipient is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the Recipient must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Recipient's audit period for each applicable audit year. In the event the Recipient does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, in a fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the Recipient's resources (i.e., the cost of such an audit must be paid from the Recipient's resources obtained from other than State entities).
 - iv. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to:

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Florida Department of Transportation
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, FL 32399-0405
Email: FDOTSingleAudit@dot.state.fl.us

And

State of Florida Auditor General
Local Government Audits/342
111 West Madison Street, Room 401
Tallahassee, FL 32399-1450
Email: flaudgen_localgovt@aud.state.fl.us

- v. Any copies of financial reporting packages, reports or other information required to be submitted to the Department shall be submitted timely in accordance with Section 215.97, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
 - vi. The Recipient, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the Recipient in correspondence accompanying the reporting package.
 - vii. Upon receipt, and within six months, the Department will review the Recipient's financial reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken pertaining to the state financial assistance provided through the Department by this Agreement. If the Recipient fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Department may take appropriate corrective action to enforce compliance.
 - viii. As a condition of receiving state financial assistance, the Recipient shall permit the Department, or its designee, DFS or the Auditor General access to the Recipient's records including financial statements, the independent auditor's working papers and project records as necessary. Records related to unresolved audit findings, appeals or litigation shall be retained until the action is complete or the dispute is resolved.
- c. The Recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department, or its designee, DFS or the Auditor General access to such records upon request. The Recipient shall ensure that the audit working papers are made available to the Department, or its designee, DFS or the Auditor General upon request for a period of five years from the date the audit report is issued unless extended in writing by the Department.

13. Restrictions, Prohibitions, Controls and Labor Provisions:

- a. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- b. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public

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entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity.

- c. An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Recipient.
- d. No funds received pursuant to this Agreement may be expended for lobbying the Florida Legislature, judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.
- e. The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.
- f. The Recipient shall:
 - i. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Recipient during the term of the contract; and
 - ii. Expressly require any contractor and subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the contractor and subcontractor during the contract term.
- g. The Recipient shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.
- h. In accordance with Section 787.06(13), Florida Statutes, the Recipient must verify its contractors or subcontractors are not engaged in coercion for labor or services.

14. Indemnification and Insurance:

- a. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third-party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Recipient guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Recipient or any subcontractor, in connection with this Agreement.
- b. To the extent provided by law, Recipient shall indemnify, defend, and hold harmless the Department against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of Recipient, or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by Recipient hereunder, to the extent and within the limitations of Section 768.28, Florida Statutes. The foregoing indemnification shall not constitute a waiver of the Department's or the Recipient's sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28, nor shall the same be construed to constitute agreement by Recipient to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or for the acts of third parties. Nothing herein shall be construed as consent by Recipient to be sued by third parties in any manner arising out of this Agreement. This indemnification shall survive the termination of this Agreement.
- c. Recipient agrees to include the following indemnification in all contracts with contractors, subcontractors, consultants, or subconsultants (each referred to as "Entity" for the purposes of the below indemnification) who perform work in connection with this Agreement:

"To the extent provided by law, [ENTITY] shall indemnify, defend, and hold harmless the [RECIPIENT] and the State of Florida, Department of Transportation, including the Department's officers, agents, and employees, against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of [ENTITY], or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by [ENTITY].

The foregoing indemnification shall not constitute a waiver of the Department's or [RECIPIENT]'s sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify [RECIPIENT] for the negligent acts or omissions of [RECIPIENT], its officers, agents, or employees, or third parties. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or third parties. This indemnification shall survive the termination of this Agreement."

- d. The Recipient shall provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If subletting any of the work, ensure that the subcontractor(s) and subconsultants have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"), ensure that such employees are covered by Workers' Compensation insurance through the PEO's or other leasing entities. Ensure that any equipment rental agreements that include operators or other personnel who are employees of independent contractors, sole proprietorships or partners are covered by insurance required under Florida's Workers' Compensation law.
- e. If the Recipient elects to self-perform the Project, and such self-performance is approved by the Department in accordance with the terms of this Agreement, the Recipient may self-insure and proof of self-insurance shall be provided to the Department. If the Recipient elects to hire a contractor or consultant to perform the Project, then the Recipient shall, or cause its contractor or consultant to carry Commercial General Liability insurance providing continuous coverage for all work or operations performed under the Agreement. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. Recipient shall, or cause its contractor to cause the Department to be made an Additional Insured as to such insurance. Such coverage shall be on an "occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to the Department as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than \$1,000,000 for each occurrence and not less than a \$5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Agreement, and may not be shared with or diminished by claims unrelated to the Agreement. The policy/ies and coverage described herein may be subject to a deductible and such deductibles shall be paid by the Named Insured. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention unless the Recipient is a state agency or subdivision of the State of Florida that elects to self-perform the Project. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, the Department shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The Department shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the Department may have.
- f. When the Agreement includes the construction of a railroad grade crossing, railroad overpass or underpass structure, or any other work or operations within the limits of the railroad right-of-way, including any encroachments thereon from work or operations in the vicinity of the railroad right-of-way, the Recipient shall, or cause its contractor to, in addition to the insurance coverage required above, procure and maintain Railroad Protective Liability Coverage (ISO Form CG 00 35) where the railroad is the Named Insured and where the limits are not less than \$2,000,000 combined single limit for bodily injury and/or property damage per occurrence, and with an annual aggregate limit of not less than \$6,000,000. The railroad shall also be

added along with the Department as an Additional Insured on the policy/ies procured pursuant to the paragraph above. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, both the Department and the railroad shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The insurance described herein shall be maintained through final acceptance of the work. Both the Department and the railroad shall be notified in writing within ten days of any cancellation, notice of cancellation, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights the Department may have.

- g.** When the Agreement involves work on or in the vicinity of utility-owned property or facilities, the utility shall be added along with the Department as an Additional Insured on the Commercial General Liability policy/ies procured above.

15. Miscellaneous:

- a.** In no event shall any payment to the Recipient constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Recipient and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.
- b.** If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.
- c.** The Recipient and the Department agree that the Recipient, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.
- d.** By execution of the Agreement, the Recipient represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.
- e.** Nothing in the Agreement shall require the Recipient to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Recipient will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Recipient to the end that the Recipient may proceed as soon as possible with the Project.
- f.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.
- g.** The Department reserves the right to unilaterally terminate this Agreement for failure by the Recipient to comply with the provisions of Chapter 119, Florida Statutes.
- h.** The Recipient agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes
- i.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail. The Recipient agrees to waive forum and venue and that the Department shall determine the forum and venue in which any dispute under this Agreement is decided.
- j.** This Agreement does not involve the purchase of Tangible Personal Property, as defined in Chapter 273, Florida Statutes.

16. Exhibits.

- a. **Exhibits A, B, D, F, H, and J** are attached to and incorporated into this Agreement.
- b. ☒ The Project will involve construction, therefore, **Exhibit "C"**, Engineer's Certification of Compliance is attached and incorporated into this Agreement.
- c. ☐ This Project utilizes Advance Project Reimbursement. If this Project utilizes Advance Project Reimbursement, then **Exhibit "K"**, Advance Project Reimbursement is attached and incorporated into this Agreement.
- d. ☐ A portion or all of the Project will utilize the Department's right-of-way and, therefore, **Exhibit O, Terms and Conditions of Construction in Department Right-of-Way**, is attached and incorporated into this Agreement.
- e. ☐ The following Exhibit(s), in addition to those listed in 16.a. through 16.f., are attached and incorporated into this Agreement: _____

f. Exhibit and Attachment List

Exhibit A: Project Description and Responsibilities

Exhibit B: Schedule of Financial Assistance

*Exhibit C: Engineer's Certification of Compliance

Exhibit D: Recipient Resolution

Exhibit F: Contract Payment Requirements

Exhibit H: Alternative Advance Payment Financial Provisions

Exhibit J: State Financial Assistance (Florida Single Audit Act)

*Exhibit K: Advance Project Reimbursement

*Exhibit O: Terms and Conditions of Construction in Department Right-of-Way

*Additional Exhibit(s):

*Indicates that the Exhibit is only attached and incorporated if applicable box is selected.

The remainder of this page intentionally left blank.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT

525-010-60
LOCAL PROGRAMS
03/25

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year written above.

RECIPIENT Islamorada, Village of Islands

STATE OF FLORIDA,
DEPARTMENT OF TRANSPORTATION

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

Legal Review:

By: _____
Name: _____

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT**EXHIBIT A****PROJECT DESCRIPTION AND RESPONSIBILITIES**FPN: FM456893-1-54-01

This exhibit forms an integral part of the Agreement between the State of Florida, Department of Transportation and
Islamorada, Village of Islands (the Recipient)

PROJECT LOCATION:

- ☐ The project is on the National Highway System.
- ☐ The project is on the State Highway System.

PROJECT LENGTH AND MILE POST LIMITS: Project Length is 2,500 feet, 74.2 MM (White Marlin Blvd) To 73.7 MM (Toll Gate Blvd).

PROJECT DESCRIPTION: The Florida Keys Overseas Heritage Trail (FKOHT) is a vital asset, spanning over 90 miles of multi-use paths along a planned 106-mile corridor from Ke Largo to Key West. This iconic trail is not just a recreational treasure; it serves as a historical and cultural landmark. However, the rising sea levels and increasingly frequent flooding pose a significant threat to the integrity and usability of this trail. Persistent inundation and erosion are causing segments of the trail to deteriorate and become impassable, leading to breaks in its continuity. These disruptions undermine its purpose as a connector for communities and its appeal as a destination for outdoor recreation, tourism, and historical preservation. One low lying segment of 2,500 linear feet in Lower Matecumbe is in need of repairs and elevating the trail. Elevating the trail will not only address the immediate challenges of flooding but will also strengthen its long-term resiliency.

SPECIAL CONSIDERATIONS BY RECIPIENT:

The Recipient is required to provide a copy of the design plans for the Department's review and approval to coordinate permitting with the Department, and notify the Department prior to commencement of any right-of-way activities.

The Recipient shall commence the project's activities subsequent to the execution of this Agreement and shall perform in accordance with the following schedule:

- a) Study to be completed by 11/1/2025
- b) Design to be completed by 1/1/2026
- c) Right-of-Way requirements identified and provided to the Department by n/a
- d) Right-of-Way to be certified by n/a
- e) Construction contract to be let by 2/1/2026
- f) Construction to be completed by 6/30/2026

If this schedule cannot be met, the Recipient will notify the Department in writing with a revised schedule or the project is subject to the withdrawal of funding.

SPECIAL CONSIDERATIONS BY DEPARTMENT:

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT

525-011-0B
PROGRAM
MANAGEMENT
8/21
Page 1 of 1

EXHIBIT B
SCHEDULE OF FINANCIAL ASSISTANCE

RECIPIENT NAME & BILLING ADDRESS: Islamorada Village of Islands 86800 Overseas Hwy. Islamorada, Fl. 33036		FINANCIAL PROJECT NUMBER: 456893-1-54-01		
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PHASE OF WORK by Fiscal Year:		MAXIMUM PARTICIPATION			
		(1) TOTAL PROJECT FUNDS	(2) LOCAL FUNDS	(3) STATE FUNDS	Indicate source of Local funds
Design- Phase 34	Maximum Department Participation (Insert Program Name)	\$	\$	\$	☐ In-Kind ☐ Cash
FY:	Maximum Department Participation (Insert Program Name)	\$	\$	\$	
Total Design Cost		\$ 0.00 %	\$ 0.00 %	\$ 0.00 %	
Right-of-Way- Phase 44	Maximum Department Participation (Insert Program Name)	\$	\$	\$	☐ In-Kind ☐ Cash
FY:	Maximum Department Participation (Insert Program Name)	\$	\$	\$	
Total Right-of-Way Cost		\$ 0.00 %	\$ 0.00 %	\$ 0.00 %	
Construction- Phase 54	Maximum Department Participation (Local Transportation Project EM26)	\$250,000.00	\$50,000.00	\$200,000.00	☐ In-Kind ☒ Cash
FY:	Maximum Department Participation (Insert Program Name)	\$	\$	\$	
Total Construction Cost		\$250,000.00 %	\$50,000.00 %	\$200,000.00 %	
Construction Engineering and Inspection - Phase 64	Maximum Department Participation (Insert Program Name)	\$	\$	\$	☐ In-Kind ☐ Cash
FY:	Maximum Department Participation (Insert Program Name)	\$	\$	\$	
Total Construction Engineering and Inspection Cost		\$ 0.00 %	\$ 0.00 %	\$ 0.00 %	
(Phase :)	Maximum Department Participation (Insert Program Name)	\$	\$	\$	☐ In-Kind ☐ Cash
FY:	Maximum Department Participation (Insert Program Name)	\$	\$	\$	
Total Cost		\$ 0.00 %	\$ 0.00 %	\$ 0.00 %	
TOTAL COST OF THE PROJECT		\$250,000.00	\$50,000.00	\$200,000.00	

COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:

I certify that the cost for each line item budget category has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, F.S. Documentation is on file evidencing the methodology used and the conclusions reached.

District Grant Manager Name

Signature

Date

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT**EXHIBIT C****ENGINEER'S CERTIFICATION OF COMPLIANCE**

Engineer's Certification of Compliance. The Recipient shall complete and submit the following Notice of Completion and, if applicable, Engineer's Certification of Compliance to the Department upon completion of the construction phase of the Project.

NOTICE OF COMPLETION

STATE-FUNDED GRANT AGREEMENT
Between
THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
and Islamorada, Village of Islands

PROJECT DESCRIPTION: FLORIDA KEYS OVERSEAS HERITAGE TRAIL ELEVATE PATH - LOWER MATECUMBE

FPID#: 456893-1-54-01

In accordance with the Terms and Conditions of the State-Funded Grant Agreement, the undersigned provides notification that the work authorized by this Agreement is complete as of _____, 20__.

By: _____

Name: _____

Title: _____

ENGINEER'S CERTIFICATION OF COMPLIANCE

In accordance with the Terms and Conditions of the State-Funded Grant Agreement, the undersigned certifies that all work which originally required certification by a Professional Engineer has been completed in compliance with the Project construction plans and specifications. If any deviations have been made from the approved plans, a list of all deviations, along with an explanation that justifies the reason to accept each deviation, will be attached to this Certification. Also, with submittal of this certification the Recipient shall furnish the Department a set of "as-built" plans certified by the Engineer of Record/CEI.

By: _____, _____ P.E.

SEAL:

Name: _____

Date: _____

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT

EXHIBIT D

RECIPIENT RESOLUTION

The Recipient's Resolution authorizing entry into this Agreement is attached and incorporated into this Agreement.

EXHIBIT F**CONTRACT PAYMENT REQUIREMENTS**
Florida Department of Financial Services, Reference Guide for State Expenditures
Cost Reimbursement Contracts

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved agreement budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided.

Listed below are types and examples of supporting documentation for cost reimbursement agreements:

Salaries: Timesheets that support the hours worked on the project or activity must be kept. A payroll register, or similar documentation should be maintained. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

Fringe benefits: Fringe benefits should be supported by invoices showing the amount paid on behalf of the employee, e.g., insurance premiums paid. If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown. Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

Travel: Reimbursement for travel must be in accordance with s. 112.061, F.S., which includes submission of the claim on the approved state travel voucher along with supporting receipts and invoices.

Other direct costs: Reimbursement will be made based on paid invoices/receipts and proof of payment processing (cancelled/processed checks and bank statements). If nonexpendable property is purchased using state funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with DMS Rule 60A-1.017, F.A.C., regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in s. 273.02, F.S., for subsequent transfer to the State.

Indirect costs: If the contract stipulates that indirect costs will be paid based on a specified rate, then the calculation should be shown. Indirect costs must be in the approved agreement budget and the entity must be able to demonstrate that the costs are not duplicated elsewhere as direct costs. All indirect cost rates must be evaluated for reasonableness and for allowability and must be allocated consistently.

Contracts between state agencies may submit alternative documentation to substantiate the reimbursement request, which may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address

<https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf>.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT**EXHIBIT H****ALTERNATIVE ADVANCE PAYMENT FINANCIAL PROVISIONS**

*Note: When Recipient meets the definition of a rural community or Rural Area of Opportunity, as these terms are defined by **Section 288.0656(2), F.S.**, or is considered a "governmental entity" authorized by the Department's Comptroller under **Section 334.044(29), F.S.**, as eligible for Alternative Advance Payment. The agreement for these entities must include the following language or exhibit.*

*The process for requesting and obtaining approval for an alternative advance payment for "other governmental entities" is included in the **Disbursement Handbook for Employees and Managers**. The Department's Comptroller or designee must approve any modifications to the provisions. Please see **Financial Provisions for All Department Funded Agreements Procedure (FDOT Topic No. 350-020-301) Section 1.1 and 4** for alternative advance pay guidelines.*

1. The amount of the invoice submitted to the Department for verified and eligible costs incurred by the Recipient or invoiced by the Recipient's contractor(s) and/or consultant(s) does not exceed the total amount of the costs incurred by the Recipient or invoice(s) received from the Recipient's contractor(s) or consultant(s).
2. All invoices received from the Recipient clearly separate any cost(s) incurred by the Recipient or the Recipient's contractor(s) or consultant(s) for eligible costs and performance under the terms and conditions of this Agreement.
3. All invoices submitted to the Department provide complete documentation, including copies of all contractor or consultant invoices when applicable and the date(s) the authorized work was performed and accepted by the Recipient, in sufficient detail to substantiate the eligibility of the cost(s) and performance covered by the Recipient's Invoice.
4. The Recipient has certified, on each invoice, that the costs incurred by the Recipient or invoiced by the Recipient's contractor(s) and/or consultant(s) are valid and have been incurred in performance of eligible work under the terms and conditions of this Agreement.
5. Each invoice subsequent to the first invoice submitted by the Recipient includes the Recipient's certification that all previously invoiced costs have been paid by the Recipient.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT**EXHIBIT J****STATE FINANCIAL ASSISTANCE (FLORIDA SINGLE AUDIT ACT)****THE STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:****Awarding Agency:** Florida Department of Transportation

State Project Title and CSFA Number:

- ☐ County Incentive Grant Program (CIGP), (CSFA 55.008)
- ☐ Small County Outreach Program (SCOP), (CSFA 55.009)
- ☐ Small County Road Assistance Program (SCRAP), (CSFA 55.016)
- ☐ Transportation Regional Incentive Program (TRIP), (CSFA 55.026)
- ☒ Local Transportation Project, CSFA 55.039

***Award Amount:** \$200,000.00

*The state award amount may change with supplemental agreements

Specific project information for CSFA Number is provided at: <https://apps.fldfs.com/fsaa/searchCatalog.aspx>**COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT:**State Project Compliance Requirements for CSFA Number are provided at:
<https://apps.fldfs.com/fsaa/searchCompliance.aspx>The State Projects Compliance Supplement is provided at: <https://apps.fldfs.com/fsaa/compliance.aspx>



Council Communication

To: Mayor and Village Council
From: Alyssa Panzer, Grants and Environmental Coordinator
Date: October 7, 2025
SUBJECT: **Resolution Accepting the TDC Grant Award for Founders Park Pool Resurfacing and Facilities Improvement Project TAB 10**

Background:

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, and much more. The Ron Levy Aquatic Center, located within Founders Park, features an Olympic-sized competitive swimming pool measuring 50 meters by 25 yards with a dive well, holding 671,940 gallons of water and has a bathing load of 371. The pool surface and deck, constructed in 2001, have a number of deteriorating conditions, primarily due to age, and the deck is sinking in some areas.

The Aquatic Center facility also features locker rooms that need upgrades for improved function and cleanliness. Furthermore, the addition of a lifeguard office/first aid station within the footprint of the current covered walkway is to be included in the renovation for pool personnel and safety equipment protection and security.

Analysis:

In April 2025, the Village applied to the Monroe County Tourist Development Council (the "TDC") for 2026 Capital Project funding for the Founders Park Pool Resurfacing and Facility Improvements Project (the "Project"). The Village was approved for a grant of \$436,800.00.

The attached Resolution would approve a Grant Award Agreement, Contract ID#3506, between the Village and Monroe County for funding of the Project. The term of the Grant Award Agreement is November 12, 2025, through September 30, 2026. Project costs may not be expended prior to approval of the Grant Award Agreement by the Monroe County Board of County Commissioners which is scheduled for its November 12, 2025, meeting. The project must be completed, and a Reimbursement Packet must be submitted to the TDC no later than September 30, 2026.

A recommendation for approval of a contractor to complete the Project is presented separately to Council following the formal bid process.

Budget Impact:

The total cost of the Project is expected not to exceed \$3,060,000.00, which is reflected in our FY 2025-2026 Capital Project Fund budget. The TDC grant would reimburse the Village for

\$436,800.00 of the project costs. Costs above the TDC grant amount would be paid using fund balance from the Capital Project Fund.

Staff Impact:

The Founders Park Director would oversee the Project. The Village's Procurement/Capital Assets Administrator would complete the procurement procedures in compliance with the requirements of the grant and the Village. The Village's Grants Administrator will ensure the Village complies with reporting requirements of the grant and will submit the Village's cost reimbursement request to Monroe County.

Recommendation:

It is recommended that the Village Council adopt the proposed Resolution, thereby approving the Grant Award Agreement #3506 with Monroe County for the Founders Park Pool Resurfacing and Facilities Improvement Project.

- Attachments:**
1. Exhibit 1_TDC Grant Agreement ID 3506 Village Pool Resurfacing
 2. Resolution_TDC_Grant_Acceptance_Pool Resurfacing

Grant Award Agreement

THIS AGREEMENT (agreement) is entered into this _____ day of _____, 2025 by and between MONROE COUNTY (County or Grantor), a political subdivision of the State of Florida and **Islamorada, Village of Islands** (Grantee) a Government organized and operating under the laws of the State of Florida.

WHEREAS, the district pennies of Tourist Development Tax may be used for the following purposes only: To acquire, construct, extend, enlarge, remodel, repair, improve, maintain, one or more a. Publicly owned and operated convention centers, sports stadiums, sports arenas, coliseums, or auditoriums within the boundaries of the county or subcounty special taxing district in which the tax is levied; or b. Auditoriums that are publicly owned but are operated by organizations that are exempt from federal taxation pursuant to 26 U.S.C. s. 501(c)(3) and open to the public; c. Aquariums or museums that are publicly owned and operated or owned and operated by not-for-profit organizations and open to the public, within the boundaries of the county or subcounty special taxing district in which the tax is levied; or 5. To finance beach park facilities or beach, channel, estuary, or lagoon improvement, maintenance, re-nourishment, restoration, and erosion control; or 6. public facilities if needed to increase tourist related business activities and in accordance with F.S. 125.0104(5)(a)(6.) and (b) zoological parks, fishing piers or nature centers which are public owned and operated or owned and operated by not-for-profit organizations and open to the public; and

WHEREAS, Grantee has applied to TDC District IV for funding for the **Founders Park Pool Resurfacing Project** capital project; and

WHEREAS, the Grantor and Tourist Development Council (TDC) have determined that it is in the best interest of the County, for purposes of promoting tourism and preserving the heritage of the community, to attract tourists, and improve the property for use as an beach/beach park facility open to the public;

NOW, THEREFORE, in consideration of the mutual covenants and payments contained herein, the Grantee and the Grantor have entered into this agreement on the terms and conditions as set forth below.

1. GRANT AGREEMENT PERIOD. This agreement is for the period of October 15, 2025 through to **September 30, 2026**. This agreement shall remain in effect for the stated period unless one party gives to the other written notification of termination pursuant to and in compliance with paragraphs 7, 12 or 13 below. **The project work described in Exhibit A must commence within the fiscal year funded, which is October 1, 2025 to September 30, 2026. Proof that the project commenced within the fiscal year funded may be requested by the TDC administrative office.**

2. SCOPE OF AGREEMENT. The representations made by the Grantee in its proposal submitted to the TDC are incorporated herein by reference. The Grantee shall provide the following scope of services: Materials and Labor required to complete the above mentioned project. Segment(s) of the work is/are more particularly described in Exhibit A, detailing the work and the cost allocable to each segment, attached hereto, and incorporated herein by

reference. **Anything not referenced within Exhibit A will not be reimbursed.** All work for which grant funds are to be expended must be completed by the stated termination date of **September 30, 2026** and all invoices pertaining to this project shall be submitted to the TDC administrative office no later than **September 30, 2026** to be considered for payment. Acknowledgement: Grantee shall be required to permanently display and maintain at Grantee's expense, public acknowledgement of the support of the Monroe County Tourist Development Council in a publicly prominent area of their facility in the following form: "This project was made possible with the financial support of the Monroe County Tourist Development Council." If the Grantee has already complied with this requirement through previous funding, said acknowledgement fulfills this condition. A photograph of said acknowledgement shall be provided with the final request for reimbursement outlined in Exhibit A of this agreement.

a.) There shall be a project manager to acknowledge receipt of goods or work performed. This Project Manager shall be Alyssa Panzer(phone:(305) 664-6447; email: Alyssa.panzer@islamorada.fl.us). Should there be a change in the project manager specified in the Grantee's application, a new project manager shall be designated, and notice with new contact information shall be provided in writing to the TDC administrative office.

b.) If, and to the extent that, Grantee contracts for any of the work funded under this agreement to be performed or completed, Grantee shall give notice to County of the contractual relationship, provide County with a copy of any and all contracts and shall require the contractor(s) to comply with all the terms of this contract. Should Grantee contract the work and then decrease the scope of work to be performed by a contractor, Grantee shall provide County with an amended contract executed by Grantee and its contractor.

(i) A Grantee which is a governmental entity shall comply with the procurement regulations and policies to which it is subject, and shall provide Grantor documentation of the procurement requirements applicable to the project and compliance therewith.

(ii) A Grantee which is a not-for-profit entity shall use procurement processes for those parts of the project to be contracted (not performed by the entity's employees) as follows:

For work expected to be \$10,000.00 to \$100,000, the not-for-profit shall document and provide with the reimbursement request, two (2) or more written quotes for the goods or services.

For work expected to be more than \$100,000 the not for profit shall document and provide with the reimbursement request three (3) or more written quotes for the goods or services.

When obtaining price quotes, the not-for-profit must diligently seek to obtain quotes and such efforts should be documented (by noting calls and emails etc. by staff and/or the project manager) and provided with the reimbursement request. In the event that the required number of quotes are not obtained a notarized statement from the President/Chief Executive Officer of the not-for-

profit shall explain why the required number of quotes were not obtain and certifying that the not-for-profit has made all efforts to obtain the number of quotes required must be provided. This should include all documentation of the efforts to obtain the required number of quotes.

If the commodities or services will be provided by a “sole source” provider, the not-for-profit must submit a notarized statement with its request for payment explaining why the vendor is the only source for the commodities or services. The Grantee should submit the “sole source” justification to the TDC Administrative Office for review and approval by the County. Failure to obtain advance approval for a “sole source” expenditure may cause the reimbursement to be disallowed for reimbursement by the County.

c.) Grantee shall exercise good internal controls to assure that the project as described in the funding application shall be completed on a timely basis within the proposed budget and shall provide to County any certifications, including those by the architect, engineer, contractor or an independent consultant if necessary, required to establish that materials which are purported to be applied to the project are in fact so applied. Further verification shall be required to show that equipment and other fixtures and personal property covered by this agreement are delivered to and installed in the project site. When any permit is required by any governmental agency, copies of plans and other documents which are submitted to the applicable agency shall be submitted to the County Engineering Division to enable verification that the scope of services under this agreement has been provided.

3. AMOUNT OF AGREEMENT AND PAYMENT. The Grantor shall provide an amount not to exceed **\$436,800** (Four Hundred Thirty Six Thousand Eight Hundred Dollars TDC District IV funding) for materials and services used to improve the property. Reimbursement request must show that Grantee has paid in full for materials and services relating to the segment prior to seeking the 24.2667% (twenty four point two six six sevenpercent) reimbursement from Grantor. Payment shall be 24.2667% (twenty four point two six six seven percent) reimbursement of the total cost of the segment, subject to the cap on expenditures for that segment as set forth in Exhibit A. Reimbursement can be sought after each segment of the agreement is completed and signed by the Monroe County Engineering Department as outlined in 3.a. The Board of County Commissioners and the Tourist Development Council assume no liability to fund this agreement for an amount in excess of this award. Monroe County’s performance and obligation to pay under this agreement is contingent upon an annual appropriation by the BOCC.

a.) Payment shall be made upon the completion of a specific segment as outlined in the Scope of Services and Exhibit A. Payment for expenditures permissible by law and County policies shall be made through reimbursement to Grantee upon presentation of Application for Payment Summary, invoices, canceled checks, before and after pictures, County Project Manager signature of inspection and other documentation necessary to support a claim for reimbursement. Included in said documentation shall be proof that the Grantee has received the property, real or personal, for each segment of agreement as outlined in Exhibit A and paid an amount equal to or greater than the amount invoiced to the Grantor. It shall be necessary for

the Grantee to contact the County Engineering Division (Steven Sanders - phone: 305-295-4338 email: Sanders-Steven@MonroeCounty-Fl.gov) and to arrange for inspection upon the completion of each segment. It shall be the responsibility of the project manager to initiate the communication with the Monroe County Engineering Division to facilitate the inspection of the segment of the project. The application for payment document must be certified through a statement signed by an officer of the organization and notarized, declaring that representations in the invoice are true and factual.

All payment requests must be submitted to the TDC administrative office no later than **September 30, 2026**. Invoices received by the TDC administrative office after **September 30, 2026** will not be considered for payment.

b.) If in-kind services were noted within your application, and you are applying them to this project, documentation shall be submitted to the TDC Administrative Office to show the receipt and application of in-kind donations of goods, professional services, and materials. Said documentation should include invoices, bills of lading, etc., and be verified as received and applied to the project through a notarized statement of the project manager and said documentation submitted to the TDC Administrative Office. All submissions shall identify the items included in Exhibit A and Grantee shall complete the Application for Payment form which is provided within the payment/reimbursement packet. This document should be signed by the project manager.

The Project Manager shall certify delivery to the project site and installation therein of any goods or services provided other than through an architect, engineer or contractor. All work performed and goods received on site and incorporated into the project shall be verified by one of the foregoing. Submission of any documentation which is untrue, falsified, or otherwise misrepresents the work which has been completed, paid, or donated shall constitute a breach of agreement, for which the contract may be immediately terminated at the discretion of the County, whose decision shall be final.

c.) At any time that the documentation requirement policies of Monroe County are revised, such as to require annual inventory reports for equipment purchased under a TDC capital project grant, Grantee shall comply thereafter with such increased requirements, or further funding under the agreement may be terminated by County.

d.) Upon successful completion of this Grant agreement, the Grantee may retain ownership of the real and personal property acquired and/or improved with funding under this Grant agreement. However, the Grantee shall maintain, preserve, and operate the property which was acquired or improved under this agreement for the uses and purposes which qualified the Grantee for tourist development tax funding. Grantee shall complete and sign a Property Reporting Form upon request for personal property and forward said completed form to the TDC Administrative Office. Real property acquired or improved through funding under this agreement shall remain dedicated for the purposes set forth herein or for other purposes which

promote tourism and ownership of said property shall be retained by the Grantee. The following terms shall apply:

(i) The Grantee shall have the use of the property, including both real and personal, acquired with funding under this agreement, at the project site for so long as the facility is operated by Grantee, open to the public, and has a primary purpose of promoting tourism. At such time as any of the conditions in the preceding sentence shall cease to exist, the Grantee shall transfer ownership and possession of equipment and personal property to a local government or another not-for-profit organization which is a facility for which tourist development taxes may be used pursuant to Florida Statute 125.0104 with prior approval from TDC and BOCC.

(ii) At any time that the Grantee: (a) elects to stop the project or otherwise decide not to place into service for tourist-related purposes the facility acquired, constructed, or renovated with tourist development tax funding, (b) demolishes the project facility or divests itself of ownership or possession of the real property, or (c) ceases the use of the property with a primary purpose of promoting tourism, Grantee shall, pursuant to the formula set forth hereafter, refund to the County the Tourist Development funding. This provision shall survive the termination date of all other provisions of this contract for a period of ten years. Should the demolition, transfer of ownership, or change to a non-tourist related purpose occur, the amount of refund shall be pro-rated based on a useful life of ten (10) years.

(iii) The Grantee is responsible for the implementation of adequate maintenance procedures to keep the real and personal property in good operating condition.

(iv) The Grantee is responsible for any loss, damage, or theft of, and any loss, damage or injury caused by the use of, real or personal property or equipment purchased through funding under this agreement.

4. **RECORDS AND REPORTS.** The Grantee shall keep such records as are necessary to document the performance of the agreement and expenses as incurred and give access to these records at the request of the TDC, the County, the State of Florida or authorized agents and representatives of said government bodies. The Grantee shall also provide such access to the personal Property and equipment purchased under this agreement. It is the responsibility of the Grantee to maintain appropriate records in accordance with generally accepted accounting principles consistently applied to insure a proper accounting of all funds and expenditures. The Grantee understands that it shall be responsible for repayment of any and all audit exceptions which are identified by the Auditor General for the State of Florida, the Clerk of Court and Comptroller for Monroe County, the Board of County Commissioners for Monroe County, or their agents and representatives. If an audit determines that monies paid to the Grantee pursuant to this agreement were spent for purposes not authorized by this agreement, the Grantee shall repay the monies together with interest calculated pursuant to Sec. 55.03, F.S. running from the date the monies were paid to Grantee. In the event of an audit exception, the current fiscal year grant award or

subsequent grant awards will be offset by the amount of the audit exception. In the event the grant is not renewed or supplemented in future years, the Grantee will be billed by the Grantor for the amount of the audit exception and shall promptly repay any audit exception.

a.) Public Access. The County and Grantee shall allow and permit reasonable access to, and inspection of, all documents, papers, letters or other materials in its possession or under its control subject to the provisions of Chapter 119, Florida Statutes, and made or received by the County and Grantee in conjunction with this agreement; and the County shall have the right to unilaterally cancel this agreement upon violation of this provision by Grantee.

5. MODIFICATIONS AND AMENDMENTS. Any and all modifications of the terms of this agreement shall be only amended in writing and approved by the Board of County Commissioners for Monroe County. The terms, covenants, conditions, and provisions of this agreement shall bind and inure to the benefit of the County and Grantee and their respective legal representatives, successors, and assigns.

6. INDEPENDENT CONTRACTOR. At all times and for all purposes hereunder, the Grantee is an independent contractor and not an employee of the Board of County Commissioners of Monroe County. No statement contained in this agreement shall be construed as to find the Grantee or any of its employees, contractors, servants or agents to the employees of the Board of County Commissioners of Monroe County, and they shall be entitled to none of the rights, privileges or benefits of employees of Monroe County.

a.) No Personal Liability. No covenant or agreement contained herein shall be deemed to be a covenant or agreement of any member, officer, agent or employee of Monroe County in his or her individual capacity, and no member, officer, agent or employee of Monroe County shall be liable personally on this agreement or be subject to any personal liability or accountability by reason of the execution of this agreement.

7. COMPLIANCE WITH LAW. In carrying out its obligations under this agreement, the Grantee shall abide by all statutes, ordinances, rules and regulations pertaining to or regulating the provisions of this agreement, including those now in effect and hereafter adopted. Any violation of said statutes, ordinances, rules or regulations shall constitute a material breach of this agreement and shall entitle the Grantor to terminate this agreement immediately upon delivery of written notice of termination to the Grantee.

8. RESTRICTIONS ON AGREEMENTS ENTERED PURSUANT TO THIS AGREEMENT. The Grantee shall include in all agreements funded under this agreement the following terms:

a.) Anti-discrimination. Contractor agrees that it will not discriminate against any employees or applicants for employment or against persons for any other benefit or service under this agreement because of their race, color, religion, sex, national origin, or physical or mental handicap where the handicap does not affect the ability of an individual to perform in a position of employment, and to abide by all federal and state laws regarding non-discrimination.

b.) Anti-kickback. Contractor warrants that no person has been employed or retained to solicit or secure this agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, and that no employee or officer of the Contractor has any interest, financially or otherwise, in the County. For breach or violation of this warranty, the County shall have the right to annul this agreement without liability or, in its discretion, to deduct from the agreement price or consideration, the full amount of such commission, percentage, brokerage or contingent fee. Contractor acknowledges that it is aware that funding for this agreement is available at least in part through the County and that violation of this paragraph may result in the County withdrawing funding for the project.

c.) Hold harmless/indemnification. Contractor acknowledges that this agreement is funded at least in part by the County and agrees to indemnify and hold harmless the County and any of its officers and employees from and against any and all claims, liabilities, litigation, causes of action, damages, costs, expenses (including but not limited to fees and expenses arising from any factual investigation, discovery or preparation for litigation), and the payment of any and all of the foregoing or any demands, settlements or judgments (collectively claims) arising directly or indirectly from any negligence, wrongful acts or omissions or criminal conduct on the part of contractor in the performance of the terms of this agreement. The contractor shall immediately give notice to the County of any suit, claim or action made against the contractor that is related to the activity under this agreement, and will cooperate with the County in the investigation arising as a result of any suit, action or claim related to this agreement.

d.) Insurance. Contractor agrees that it maintains in force at its own expense a liability insurance policy which will insure and indemnify the contractor and the County from any suits, claims or actions brought by any person or persons and from all costs and expenses of litigation brought against the contractor for such injuries to persons or damage to property occurring during the agreement or thereafter that results from performance by contractor of the obligations set forth in this agreement. The following coverage's shall be provided:

1. Workers' Compensation insurance as required by Florida Statutes.
2. Commercial General Liability Insurance with minimum limits of \$500,000 per occurrence for bodily injury, personal injury and property damage.
3. Comprehensive Auto Liability Insurance with minimum limits of \$300,000 combined single limit per occurrence.

The contractor, the County and the TDC shall be named as additional insured on insurance policies, except workers' compensation. The policies shall provide no less than 30 days' notice of cancellation, non-renewal or reduction of coverage.

At all times during the term of this agreement and for one year after acceptance of the project, contractor shall maintain on file with the County a certificate of insurance showing that the aforesaid insurance coverage are in effect.

e.) Licensing and Permits. Contractor warrants that it shall have, prior to commencement of work under this agreement and at all times during said work, all required licenses and permits whether federal, state, county or city.

f.) Right to Audit. The contractor shall keep such records as are necessary to document the performance of the agreement and expenses as incurred, and give access to these records at the request of the TDC, the County, the State of Florida or authorized agents and representatives of said government bodies.

9. **HOLD HARMLESS/INDEMNIFICATION.** The Grantee hereby agrees to indemnify and hold harmless the BOCC/TDC and the 3406 North Roosevelt Blvd. Corporation or any of its officers and employees from and against any and all claims, liabilities, litigation, causes of action, damages, costs, expenses (including but not limited to fees and expenses arising from any factual investigation, discovery or preparation for litigation), and the payment of any and all of the foregoing or any demands, settlements or judgments arising directly or indirectly under this agreement. The Grantee shall immediately give notice to the Grantor of any suit, claim or action made against the Grantor that is related to the activity under this agreement, and will cooperate with the Grantor in the investigation arising as a result of any suit, action or claim related to this agreement.

a.) Non-Waiver of Immunity. Notwithstanding the provisions of Sec. 768.28, Florida Statutes, the participation of the County and the Grantee in this agreement and the acquisition of any commercial liability insurance coverage, self-insurance coverage, or local government liability insurance pool coverage shall not be deemed a waiver of immunity to the extent of liability coverage, nor shall any contract entered into by the County be required to contain any provision for waiver.

b.) Privileges and Immunities. All of the privileges and immunities from liability, exemptions from laws, ordinances, and rules and pensions and relief, disability, workers' compensation, and other benefits which apply to the activity of officers, agents, or employees of any public agents or employees of the County, when performing their respective functions under this agreement within the territorial limits of the County shall apply to the same degree and extent to the performance of such functions and duties of such officers, agents, volunteers, or employees outside the territorial limits of the County.

10. **NONDISCRIMINATION.** County and Grantee agree that there will be no discrimination against any person, and it is expressly understood that upon a determination by a court of competent jurisdiction that discrimination has occurred, this Agreement automatically terminates without any further action on the part of any party, effective the date of the court order. County or Grantee agree to comply with all Federal and Florida statutes, and all local ordinances, as applicable, relating to nondiscrimination. These include but are not limited to: 1) Title VII of the Civil Rights Act of 1964 (PL 88-352) which prohibits discrimination on the basis of race, color or national origin; 2) Title IX of the Education Amendment of 1972, as amended (20 USC ss. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; 3) Section 504 of the Rehabilitation Act of 1973, as amended (20 USC s. 794), which prohibits discrimination on the basis of disabilities; 4) The

Age Discrimination Act of 1975, as amended (42 USC ss. 6101-6107) which prohibits discrimination on the basis of age; 5) The Drug Abuse Office and Treatment Act of 1972 (PL 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; 6) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (PL 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; 7) The Public Health Service Act of 1912, ss. 523 and 527 (42 USC ss. 690dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; 8) Title VIII of the Civil Rights Act of 1968 (42 USC s. et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; 9) The Americans with Disabilities Act of 1990 (42 USC s. 12101 Note), as maybe amended from time to time, relating to nondiscrimination on the basis of disability; 10) Monroe County Code Chapter 14, Article II, which prohibits discrimination on the basis of race, color, sex, religion, national origin, ancestry, sexual orientation, gender identity or expression, familial status or age; 11) any other nondiscrimination provisions in any Federal or state statutes which may apply to the parties to, or the subject matter of, this Agreement.

11. ANTI-KICKBACK. The Grantee warrants that no person has been employed or retained to solicit or secure this agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, and that no employee or officer of the County or TDC has any interest, financially or otherwise, in the said funded project, except for general membership. For breach or violation of this warranty, the Grantor shall have the right to annul this agreement without liability or, in its discretion, to deduct from the agreement price or consideration, the full amount of such commission, percentage, brokerage or contingent fee.

12. TERMINATION. This agreement shall terminate on **September 30, 2026**. Termination prior thereto shall occur whenever funds cannot be obtained or cannot be continued at a level sufficient to allow for the continuation of this agreement pursuant to the terms herein. In the event that funds cannot be continued at a level sufficient to allow the continuation of this agreement pursuant to the terms specified herein, this agreement may then be terminated immediately by the TDC administrative office providing written notice of termination delivered in person or by mail to Grantee. The Grantor may terminate this agreement without cause upon giving written notice of termination to Grantee. The Grantor shall not be obligated to pay for any services or goods provided by Grantee after Grantee has received written notice of termination.

13. TERMINATION FOR BREACH. The Grantor may immediately terminate this agreement for any breach of the terms contained herein. Such termination shall take place immediately upon receipt of written notice of said termination. Any waiver of any breach of covenants herein contained to be kept and performed by Grantee shall not be deemed or considered as a continuing waiver and shall not operate to bar or prevent the Grantor from declaring a forfeiture for any succeeding breach either of the same conditions or of any other conditions. Failure to provide Grantor with certification of use of matching funds or matching in-kind services at or above the rate of request for reimbursement or payment is a breach of agreement, for which the Grantor may terminate this agreement upon giving written notification of termination.

14. ENTIRE AGREEMENT. This agreement constitutes the entire agreement of the parties hereto with respect to the subject matter hereof and supersedes any and all prior agreements with respect to such subject matter between the Grantee and the Grantor.

15. GOVERNING LAW, VENUE, INTERPRETATION, COSTS, AND FEES. This agreement shall be governed by and construed in accordance with the laws of the State of Florida applicable to contracts made and to be performed entirely in the state. This agreement is not subject to arbitration. Mediation proceedings initiated and conducted pursuant to this agreement shall be in accordance with the Florida Rules of Civil Procedure and usual and customary procedures required by the circuit court of Monroe County.

a.) Venue. In the event that any cause of action or administrative proceeding is instituted for the enforcement or interpretation of this agreement, the County and Grantee agree that venue shall lie in the appropriate court or before the appropriate administrative body in Monroe County, Florida.

b.) Severability. If any term, covenant, condition or provision of this agreement (or the application thereof to any circumstance or person) shall be declared invalid or unenforceable to any extent by a court of competent jurisdiction, the remaining terms, covenants, conditions and provisions of this agreement, shall not be affected thereby; and each remaining term, covenant, condition and provision of this agreement shall be valid and shall be enforceable to the fullest extent permitted by law unless the enforcement of the remaining terms, covenants, conditions and provisions of this agreement would prevent the accomplishment of the original intent of this agreement. The County and Grantee agree to reform the agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision.

c.) Attorney's Fees and Costs. The County and Grantee agree that in the event any cause of action or administrative proceeding is initiated or defended by any party relative to the enforcement or interpretation of this agreement, the prevailing party shall be entitled to reasonable attorney's fees, court costs, investigative, and out-of-pocket expenses, as an award against the non-prevailing party, and shall include attorney's fees, court costs, investigative, and out-of-pocket expenses in appellate proceedings.

d.) Adjudication of Disputes or Disagreements. County and Grantee agree that all disputes and disagreements shall be attempted to be resolved by meet and confer sessions between representatives of each of the parties. If the issue or issues are still not resolved to the satisfaction of the parties, then any party shall have the right to seek such relief or remedy as may be provided by this agreement or by Florida law. This agreement shall not be subject to arbitration.

e.) Cooperation. In the event any administrative or legal proceeding is instituted against either party relating to the formation, execution, performance, or breach of this agreement, County and Grantee agree to participate, to the extent required by the other party, in all proceedings, hearings, processes, meetings, and other activities

related to the substance of this agreement or provision of the services under this agreement. County and Grantee specifically agree that no party to this agreement shall be required to enter into any arbitration proceedings related to this agreement.

16. ETHICS CLAUSE: The Grantee warrants that, in respect to itself, it has neither employed nor retained any company or person, other than a bona fide employee working solely for it, 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 it, 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 the provision, the Grantee agrees that the County shall have the right to terminate this agreement without liability and, at its discretion, to offset from monies owed, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

17. PUBLIC ENTITY CRIME STATEMENT: A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on an agreement to provide any goods or services to a public entity, may not submit a bid on an agreement with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under an agreement with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. By executing this document grantee warrants that it is in compliance with this paragraph.

18. AUTHORITY: Grantee warrants that it is authorized by law to engage in the performance of the activities encompassed by the project herein described. Each of the signatories for the Grantee below certifies and warrants that the Grantee's name in this agreement is the full name as designated in its corporate charter (if a corporation); they are empowered to act and contract for the Grantee; and this agreement has been approved by the Board of Directors of Grantee or other appropriate authority.

19. LICENSING AND PERMITS: Grantee warrants that it shall have, prior to commencement of work under this agreement and at all times during said work, all required licenses and permits whether federal, state, county or city.

20. INSURANCE: Grantee agrees that it maintains in force at its own expense a liability insurance policy which will insure and indemnify the Grantee and the Grantor from any suits, claims or actions brought by any person or persons and from all costs and expenses of litigation brought against the Grantee for such injuries to persons or damage to property occurring during the agreement or thereafter that results from performance by Grantee of the obligations set forth in this agreement. At all times during the term of this agreement and for one year after acceptance of the project, Grantee shall maintain on file with the Grantor a certificate of the insurance of the carriers showing that the aforesaid insurance policy is in effect. The following coverage's shall be provided:

1. Workers' Compensation insurance as required by Florida Statutes.

2. Commercial General Liability Insurance with minimum limits of \$500,000 Combined Single Limit (CSL) If split limits are provided, the minimum limits acceptable shall be \$250,000 per Person \$500,000 per occurrence \$50,000 property damage.
3. Comprehensive Business Auto Liability Insurance with minimum limits of \$300,000 combined single limit per occurrence.

The Grantee, the Grantor and the TDC shall be named as additional insured, except workers' compensation. The policies shall provide no less than 30 days' notice of cancellation, non-renewal or reduction of coverage. Grantee shall provide to the County, as satisfactory evidence of the required insurance, including the insurance policy application and either:

- Original Certificate of Insurance, OR
- Certified copy of the actual insurance policy, OR
- Certificate of Insurance e-mailed from Insurance Agent/Company to County Risk Management - Telephone Galen Jones at (305) 292-3470 for details (Certificates can be e-mailed directly from the insurance agency to: Jones-Gaelan@MonroeCounty-FL.gov – The e-mail must state that this is a certificate for a TDC project and should be forwarded to Ammie Machan at the TDC administrative office)

An original certificate or a certified copy of any or all insurance policies required by this contract shall be filed with the Clerk of the BOCC prior to the contract being executed by the Clerk's office. The Insurance policy must state that the Monroe County BOCC and Monroe County TDC is the Certificate Holder and additional Insured for this contract (certificate only for workers' compensation coverage). Insurance information should be mailed to:

Monroe County Board of County Commissioners
c/o Risk Management
P.O. Box 1026
Key West, FL 33041

21. NOTICE. Any notice required or permitted under this agreement shall be in writing and hand delivered or mailed, postage prepaid, to the other party by certified mail, returned receipt requested to the following:

For Grantee: Alyssa Panzer
Islamorada, Village of Islands
86800 Overseas Highway
Islamorada, FL 33036

For Grantor: Maxine Pacini
Monroe County Tourist Development Council

1201 White Street, Suite 102
Key West, FL 33040

and

Ms. Christine Limbert-Barrows, Asst. County Attorney
P.O. Box 1026
Key West, FL 33041-1026

22. CLAIMS FOR FEDERAL OR STATE AID. Grantee and County agree that each shall be, and is, empowered to apply for, seek, and obtain federal and state funds to further the purpose of this agreement. Any conditions imposed as a result of funding that effect the Project will be provided to each party.

23. NON-DELEGATION OF CONSTITUTIONAL OR STATUTORY DUTIES. This agreement is not intended to, nor shall it be construed as, relieving any participating entity from any obligation or responsibility imposed upon the entity by law except to the extent of actual and timely performance thereof by any participating entity, in which case the performance may be offered in satisfaction of the obligation or responsibility. Further, this agreement is not intended to, nor shall it be construed as, authorizing the delegation of the constitutional or statutory duties of the County, except to the extent permitted by the Florida constitution, state statute, and case law.

24. NON-RELIANCE BY NON-PARTIES. No person or entity shall be entitled to rely upon the terms, or any of them, of this agreement to enforce or attempt to enforce any third-party claim or entitlement to or benefit of any service or program contemplated hereunder, and the County and the Grantee agree that neither the County nor the Grantee or any agent, officer, or employee of either shall have the authority to inform, counsel, or otherwise indicate that any particular individual or group of individuals, entity or entities, have entitlements or benefits under this agreement separate and apart, inferior to, or superior to the community in general or for the purposes contemplated in this agreement.

25. FORCE MAJEURE. The Grantee shall not be liable for delay in performance or failure to complete the project, in whole or in part, due to the occurrence of any contingency beyond its control or the control of its contractors and subcontractors, including war or act of war whether an actual declaration thereof is made or not, act of terrorism impacting travel in the United States, insurrection, riot or civil commotion, act of public enemy, epidemic, quarantine restriction, storm, flood, drought or other act of God, or act of nature (including presence of endangered animal species which cannot be timely removed in a safe manner) or any act of any governmental authority which prohibits the project from proceeding as described in the scope of services and incorporated references and which the Grantee has exercised reasonable care in the prevention thereof. However, lack of planning for normal and expected weather conditions for the time of year the project is to be executed shall not constitute an act of God excusing a delay. Any delay or failure due to the causes stated shall not constitute a breach of the agreement; however, the Grantor shall have the right to determine if there will be any reduction to the amount of funds due to the Grantee after consideration of all relevant facts and circumstances surrounding the delay in performance or failure to complete the project within the contract period. Upon demand of TDC or

Grantor, the Grantee must furnish evidence of the causes of such delay or failure. Grantor shall not pay for any goods received or services provided after the date(s) described in paragraph 1 and Scope of Services.

26. EXECUTION IN COUNTERPARTS. This agreement may be executed in any number of counterparts, each of which shall be regarded as an original, all of which taken together shall constitute one and the same instrument and any of the parties hereto may execute this agreement by signing any such counterpart.

27. SECTION HEADINGS. Section headings have been inserted in this agreement as a matter of convenience of reference only, and it is agreed that such section headings are not a part of this agreement and will not be used in the interpretation of any provision of this agreement.

28. MISCELLANEOUS: As used herein, the terms “contract” and “agreement” shall be read interchangeably.

29. COUNTY FORMS: By signing this Agreement, GRANTEE has sworn or affirmed to the following requirements as set forth in the Ethics Statement and Non-Collusion Affidavit as set forth in more detail in this Agreement.

- a) Ethics Clause: By signing this Agreement, the GRANTEE warrants that he/it has not employed, retained or otherwise had act on his/her behalf any former County officer or employee in violation of Section 2 of Ordinance No. 010-1990 or any County officer or employee in violation of Section 3 of Ordinance No. 010-1990. For breach or violation of this provision the County may, in its discretion, terminate this Agreement without liability and may also, in its discretion, deduct from the Agreement or purchase price, or otherwise recover, the full amount of any fee, commission, percentage, gift, or consideration paid to the former County officer or employee.
- b) Non Collusion Affidavit: GRANTEE by signing this Agreement, according to law on my oath, and under penalty of perjury, depose and say that the person signing on behalf of the firm of GRANTEE, the bidder making the Proposal for the project described in the Scope of Work and that I executed the said proposal with full authority to do so; the prices in this bid have been arrived at independently without collusion, consultation, communication or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor; unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to bid opening, directly or indirectly, to any other bidder or to any competitor; and no attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit, or not to submit, a bid for the purpose of restricting competition; the statements contained in this affidavit are true and correct, and made with full knowledge that Monroe County relies upon the truth of the statements contained in this affidavit in awarding contracts for said project.

- c) Affidavit Attesting to Noncoercive Conduct for Labor or Services: Grantee under penalty of perjury attests that Grantee 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;
1. Restraining, isolating, or confining or threatening to restrain, isolate, or confine any person without lawful authority and against her or his will;
2. 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;
3. 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;
4. Causing or threatening to cause financial harm to any person;
5. Enticing or luring any person by fraud or deceit; or
6. 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 Grantee, I certify under penalties of perjury that Grantee does not use coercion for labor or services in accordance with Section 787.06. Additionally, Grantee has reviewed Section 787.06, Florida Statutes, and agrees to abide by same.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed the day and year first above written.

(SEAL)
Attest: Kevin Madok, Clerk

Board of County Commissioners
of Monroe County

As Deputy Clerk

Mayor/Chairman

.....

Islamorada, Village of Islands

Attest:

By _____
Village Clerk

By: _____
Mayor

Print Name

Print Name

Date: _____

Date: _____

EXHIBIT A

NAME OF ENTITY: Village of Islamorada

NAME OF PROJECT: Founders Park Resurfacing Project

NUMBER OF SEGMENTS TO PROJECT: 1

Note: County signoff and submission for reimbursement only allowed after completion of each segment as documented in this exhibit. Grantee must apply for reimbursement utilizing the 'Application for Payment' form included within the Payment/Reimbursement Kit.

Segment #: <u>1</u> <u>Description:</u> Materials, equipment and labor required to: Perform pool resurfacing and mechanical upgrades including: total refurbishing of the pool surface, decking, fixtures, pumps, plumbing, filters, chemical feeding equipment, dive platforms, interior pool lighting, stadium lighting, and score board (In order for this segment to be reimbursed, acknowledgement of TDC funding must be in place and proof in the form of pictures provided with submission for reimbursement of this segment. This acknowledgement shall not be covered as part of the TDC reimbursement – see contract paragraph 2)	<u>Total Cost: \$1,800,000</u> <u>In-Kind:</u> No in-kind will be used towards reimbursement of this project.	<u>TDC portion: \$436,800</u>
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RESOLUTION NO. 25-

RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, ACCEPTING THE GRANT AWARD FROM THE MONROE COUNTY TOURIST DEVELOPMENT COUNCIL FOR FOUNDERS PARK POOL RESURFACING; APPROVING THE GRANT AGREEMENT #3506 TO PROVIDE REIMBURSEMENT FUNDING FOR THE PROJECT; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE AGREEMENT; AUTHORIZING VILLAGE OFFICIALS TO IMPLEMENT THE TERMS AND CONDITIONS OF THE AGREEMENT; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Islamorada, Village of Islands (the "Village"), offers its residents and tourists a an Olympic size competitive swimming pool with a diving well and bathing load of 371 at the Ron Levy Aquatic Center in Founders Park; and

WHEREAS, the current pool surface as well as the pool deck, constructed in 2001, has experienced a number of deteriorating conditions over time primarily due to age; and

WHEREAS, other facility upgrades are necessary including locker room facilities and enclosing a lifeguard office/first aid station for personnel and equipment protection; and

WHEREAS, the Village is aware of the need to provide resurfacing of the pool and deck as well as the facility upgrades to offer the desired level of service for this recreation facility in Founders Park; and

WHEREAS, in April 2025, the Village applied to the Monroe Couty Tourist Development Council (the "TDC") requesting up to \$1,000,000.00 in FY 2026 Capital Project funding for the Founders Park Pool Resurfacing and Facilities Improvement (the "Project"); and

WHEREAS, in June 2025, the TDC approved the Village's application for funding in the amount of \$436,800.00; and

WHEREAS, the Grant Award Agreement, Contract ID #3506 (the "Agreement"), requires execution by the Village Manager and transmittal to the TDC prior to the execution by the Monroe County Board of County Commissioners after its November 2025 meeting; and

WHEREAS, the Village Council of Islamorada, Village of Islands (the "Village Council"), wishes to approve the Agreement attached hereto as Exhibit "1"; and

WHEREAS, the Village Council finds the acceptance of the grant funding and approval of the Agreement is in the best interest of the Village, its residents, and tourists.

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

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

Section 2. Acceptance of Grant and Approval of Agreement. The Village Council hereby accepts the grant award from the TDC and approves the Agreement between Monroe County and the Village for reimbursement of costs for the Project, attached hereto as Exhibit "1", together with such non-material changes as may be acceptable to the Village Manager and approved as to form and legality by the Village Attorney.

Section 3. Execution of Agreement. The Village Manager is authorized to execute the Agreement on behalf of the Village, to execute any other required agreement 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 designee and the Village Attorney are authorized to take all actions necessary to implement the terms and conditions of Work Authorization No. 1.

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 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.

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 EXCLUSIVE USE AND BENEFIT OF
ISLAMORADA, VILLAGE OF ISLANDS:

JOHN J. QUICK, VILLAGE ATTORNEY



Council Communication

To: Mayor and Village Council
From: Alyssa Panzer, Grants and Environmental Coordinator
Date: October 7, 2025
SUBJECT: **Resolution Approving Work Authorization No. 1 with RES Florida Consulting, LLC. for Design and Permitting Breakwater at Sea Oats Beach TAB 11**

Background:

The 2024 Islamorada Vulnerability Assessment ("VA") identified critical areas of concern and project recommendations associated with projected rising sea levels and compound flooding. Using the results and an internal prioritization of hot spots and projects, the Village moved forward with a feasibility study for a breakwater/artificial reef at two recommended locations, Sea Oats Beach and Upper Matecumbe Beach.

RES Florida Consulting, LLC ("RES") was contracted by the Village under Work Authorization No. 1, dated October 22, 2024, to conduct the feasibility study which consisted of a desktop review, field review, permitting requirements, materials and design options, probable costs, and recommendations on how to proceed.

Per the results of the feasibility study, it was determined that a breakwater at Sea Oats Beach would be the most feasible to permit. The breakwater will satisfy the following objectives:

- (1) Provide erosion control to safeguard against storm surges and sea level rise,
- (2) Incorporate habitat components to aid in water quality enhancements and shoreline protection (e.g., seagrass and mangroves).

The Feasibility Study concluded in June 2025. The Village requested a proposal for a phased approach to move forward with the recommended location at Sea Oats Beach, including planning and permitting support (conceptual design, pre-application meetings with permitting agencies, public outreach, design).

Analysis:

Effective August 8, 2025, the Village and RES Florida Consulting, LLC. ("RES"), entered into a Non-Exclusive Continuing Services Agreement ("CSA") for professional engineering and architectural services and other related services, including green infrastructure and coastal engineering.

The design and permitting is expected to take two years, and the Village FY 25/26 budget request was approved to proceed with the phased approach.

This project is well positioned for Implementation Funding through the Resilient Florida Grant Program as well as state and federal appropriations. Funds expended on the feasibility study

as well as further design and permitting can be used as part of the required local match if awarded Resilient Florida Grant Program funding.

Exhibit “A” to the attached Resolution is proposed Work Authorization No. 1 between the Village and RES to provide design, engineering, and support services to advance the Sea Oats Beach Breakwater project’s next phase, which will require conceptual design, preapplication meetings, outreach, and design and permitting. Work Authorization No. 1 would become effective upon full execution and run through December 31, 2027.

Budget Impact:

Per the scope provided by RES in Exhibit “1”, the next phase of planning, design, and permitting support is not to exceed \$105,000.00. The Village has approved \$105,000.00 for the project in the Fiscal Year 25/26 Capital Projects Fund.

Staff Impact:

The Village’s Grants and Environmental Coordinator would manage the agreement with RES and the Village’s Environmental Resource Manager would assist RES with any environmental questions or issues that arise.

Recommendation:

Staff recommend that the Village Council pass and adopt the proposed resolution, thereby authorizing Work Authorization No. 1 with RES.

- Attachments:**
1. Exhibit 1_Proposal_Sea Oats Design and Permitting_9-26-25
 2. Resolution_WA#1_RES LLC.-Design and Permitting_100725
 3. Exhibit A_WA #1_RES LLC.-Sea Oats Phase 1_100725 signed by RES



September 26, 2025

Ms. Alyssa Panzer
Sustainability and Resiliency Coordinator
Islamorada, Village of Islands
86800 Overseas Highway, 3rd Floor
Islamorada, Florida 33036

**Subject: Planning, Design and Permitting Support
Sea Oats Beach
Islamorada, Village of Islands, Monroe County, Florida
RES Proposal Number PRJ112778 (revised)**

Dear Ms. Panzer:

RES Florida Consulting, LLC (RES) is pleased to submit this proposal to Islamorada, Village of Islands (the Village) for providing planning, design and permitting support for a breakwater at Sea Oats Beach. Included, and incorporated as part of this proposal, is an outline of the background information, the scope of services, fee and schedule, and authorization procedures including the terms and conditions governing the project.

Background Information

RES' understanding of the project is based upon communication between you and Jen Savaro of our Keys office on May 22, 2025, and services provided under Work Authorization No. 1, dated October 22, 2024. RES was engaged to conduct a feasibility study for a breakwater/ artificial reef at two potential sites in Islamorada, including Sea Oats Beach and Upper Matecumbe Beach. Per results of the feasibility study, it was determined that a breakwater at Sea Oats Beach would be the most feasible to permit. The breakwater will satisfy the following objectives:

- (1) Provide erosion control to safeguard against storm surges and sea level rise,
- (2) Incorporate habitat components to aid in water quality enhancements and shoreline protection (e.g., seagrass and mangroves).

The Village requested a proposal for a phased approach to move forward with the recommended location at Sea Oats Beach, including planning, grant application support, and permitting support (conceptual design, pre-application meetings with permitting agencies, public outreach, design). RES provided a proposal to the Village dated June 2, 2025. This proposal was revised to reduce scope to defer permit processing and grant support.

Proposed Scope of Services

RES proposes the following scope of services to provide planning, design and permitting support.

Task 1: Updated Marine Resources Survey and Summary Report and Bathymetric Survey

RES conducted a marine resources survey on February 25, 2025. If an updated marine resource survey is required by the regulatory agencies, RES will conduct one updated marine resources survey. RES marine biologists will conduct a marine resource survey of the project area in accordance with the Florida Department of Environmental Protection (FDEP) *Guidance on Surveys for Potential Impacts to Submerged Aquatic Vegetation*, dated December 8, 2020¹, the Florida Keys National Marine Sanctuary (FKNMS) *Resource Assessment Survey Protocols for Nearshore Construction Projects*, dated November 30,

¹ Florida Department of Environmental Protection (FDEP). (December 8, 2020). *Guidance on Surveys for Potential Impacts to Submerged Aquatic Vegetation*.



2022² and generally accepted standards following federal, state and local regulations, to identify the presence of benthic communities and estuarine resources that may be present (i.e. seagrasses, macroalgae, corals, sponges, oyster beds, etc.). Our scientists will use snorkel or SCUBA equipment and locate applicable benthic resources using a Juniper Systems Geode Global Positioning System (GPS) receiver. Seagrass beds larger than one square meter will be identified and mapped in ArcGIS. Stony and octocoral species, size, condition and location will be recorded.

RES will prepare a Marine Resources Summary Report in support of environmental permitting based on the results from the February 25, 2025, marine resources survey. If an additional marine resource survey is required by regulatory agencies, RES will update the Marine Resources Summary Report upon completion of the field work. This report will include the results of the marine resources survey and document existing conditions. The report will include a description of our methods and findings, maps of species composition, distribution and densities of regulated resources identified, and incidental species observations. RES will review the report with the Village and answer any questions. RES will engage a subcontractor to conduct a bathymetric survey of the project area.

Task 2: Conceptual Design and Pre-Application Meetings

RES will coordinate with the Florida Department of Transportation (FDOT) to evaluate the proposed project location along U.S. Highway 1. This coordination will address right-of-way requirements, construction access, and any additional FDOT permits or approvals that may be required.

RES will develop a conceptual design for the proposed breakwater system at Sea Oats Beach to evaluate feasible approaches for shoreline stabilization and habitat enhancement. This effort will build on existing site data, including feasibility assessments, marine resources surveys and bathymetry, to refine preliminary breakwater layout, orientation, and footprint. The conceptual design will incorporate both structural and nature-based elements to explore optimal configurations that balance shoreline protection, ecological enhancement, and constructability.

RES will utilize the Task 1 results and work with the Village to develop a plan layout which can avoid and minimize impacts to marine resources. RES will further develop the concept plan into a plan view layout superimposed on an aerial background to depict proposed improvement locations. RES will develop a graphic for a typical section for design development conversations with the Village and permit agencies. Once the Village and RES have reached an acceptable concept plan, RES will coordinate the concept plan with the permit agencies to receive input to further develop the design plans.

Following FDOT coordination and development of the conceptual design, RES will initiate pre-application meetings with the U.S. Army Corps of Engineers (USACE), the Florida Department of Environmental Protection (FDEP), and the Florida Keys National Marine Sanctuary (FKNMS). These meetings will be used to clarify regulatory pathways, confirm agency expectations, identify potential impacts to protected resources, and streamline review of application materials.

Task 3: Public Outreach

RES will support the development and implementation of a public outreach and engagement strategy to demonstrate meaningful community involvement and stakeholder support for the Sea Oats Beach project. RES will identify key stakeholders, including local government representatives, community organizations, environmental groups, and nearby residents. Our team will prepare up to three sets of outreach materials, such as project fact sheets, infographics, and presentation slides, tailored to both technical and non-technical audiences. RES will participate in up to three public outreach events, which may include town hall-style meetings, stakeholder briefings, or educational workshops, to present the project concept, gather feedback, and answer questions. We will also assist in documenting outreach efforts, including sign-in sheets, meeting summaries, and responses to public comments, to support grant application requirements and future permitting efforts.

Task 4: Design

RES will utilize agency feedback and input from the Village from Task 2, to develop the concept plan into preliminary construction documents. The design will be informed by existing site data and studies, including the feasibility analysis, marine resource surveys, bathymetric mapping, and shoreline erosion assessments. RES will verify current site conditions

² Florida Keys National Marine Sanctuary (FKNMS). (November 30, 2022). *FKNMS Resource Assessment Survey Protocols for Nearshore Construction Projects*.



through field review and refine the breakwater alignment and footprint accordingly to minimize impacts to seagrass beds and other sensitive coastal resources.

RES will coordinate directly with the selected breakwater vendor to confirm product specifications, installation requirements, and performance expectations. Vendor input will be integrated into the design to ensure compatibility with structural, ecological, and permitting criteria. Coordination may include exchange of CAD files, technical datasheets, and collaborative review meetings to align on layout, sizing, anchoring, and construction methodology.

RES will develop the design in phases, beginning with 30% engineering design to support regulatory coordination and permit applications. The 30% design will include:

- Draft layout and alignment of the breakwater system
- Preliminary structure elevations and material sizing
- Structural cross-sections and plan-view drawings
- Initial construction access and staging concepts
- Draft erosion, turbidity, and sediment control strategies

Following the 30% submittal, RES will advance the design to 60%.. This phased process will incorporate agency and stakeholder feedback and provide initial design to work with the Village and the regulatory agencies to address ecological and permitting requirements.

Once agency approval is confirmed, RES will integrate final client and agency comments and conditions into the construction plan set, so the plan set can be finalized for bidding to potential contractors. This will be know as the final plan set, and is the copy which is used for bidding and construction.

Assumptions

We have made the following assumptions in preparation of the proposal:

- The project will be permitted and constructed all in one phase without modification to the upland use or development.
- Permitting and grant support will performed under a separate work authorization. However initial permitting support, such as initial agency coordination and meetings are included.
- Preparation of formal consultation letters with USFWS (ESA) and NMFS (ESA, EFH) are excluded from this scope of services.
- Coordination with USACE Civil Works for Section 408 approval is excluded from this scope of services.
- Preparation of a mitigation plan or coral relocation plan is excluded from this scope of services.
- Any design changes following submittal of environmental permit applications will be considered a change in scope.
- If higher-level authorizations, additional data collection, additional technical analysis/justification, legal support, design alternative development, or any other items not specifically included in this scope of work are required due to technicalities regarding environmental resource impact avoidance/minimization, water quality, navigational access, land use authorization or other issues, the Village will be advised and the scope of work modified accordingly.
- This scope assumes that there will be no regulatory compliance/enforcement actions onsite, no sediment/water contamination issues, no endangered species impact issues, no submerged aquatic vegetation (SAV) impact issues, and no federal channel Section 408 right-of-way/real estate, engineering or navigation concern, and no historical/archaeological resource issues.
- It is assumed that the Village will agree to a design that avoids impacts to marine biological resources such as coral and seagrass. If site or design alternatives analysis, impact minimization negotiations, mitigation calculations/design/negotiations and/or production of a coral relocation plan are required, these services will be addressed under an additional scope and fee or by others.
- It is assumed that the FDEP Division of State Lands will affirm that no proprietary (sovereignty submerged lands) criteria apply to the submerged lands situated east of the Project site, no modification of the existing sovereignty submerged lands lease will be required, and there will be no land ownership/use questions or conflicts.
- Please note that we cannot guarantee a particular outcome with agency staff in permitting negotiations.



- If mitigation is required, a mitigation plan, design, and permitting will be handled under an additional scope of services and fees.
- If modeling (i.e. wave attenuation modeling) is required, it will be handled under an additional scope of services and fees.
- Based on RES' understanding of the project we do not believe that sediment and/or water quality characterization and chemical constituent testing data/analysis will be required. RES will provide a scope for these services at a future date if these services are requested.
- Archaeological or cultural resource services are not included in this scope of work.
- Additional tasks outside of this scope require a supplemental agreement.

Fees

RES proposes to perform the above scope of services for a lump sum fee of \$105,000. We will issue invoices monthly based on the percent of work completed. Payment of invoices is due upon receipt.

Schedule

RES will work with the Village to develop a mutually agreeable schedule.

Authorization

If the Village wishes to proceed with the scope outlined herein, please issue a contract or work authorization pursuant to RES agreement with the Village, RFQ #25-01, dated August 8, 2025.

We appreciate the opportunity to offer our professional services on this project. If you have any questions or comments concerning this proposal, please do not hesitate to contact us at the emails or phone numbers below.

Sincerely,

RES Florida Consulting, LLC

Nadia Locke, PE, LEED AP
Advisory Services Manager
NLocke@res.us | 954-937-9678

Justin Freedman
General Manager
JFreedman@res.us | 954-484-8500

RESOLUTION NO. 25-

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING WORK AUTHORIZATION NO. 1 WITH RES FLORIDA CONSULTING LLC FOR DESIGN AND PERMITTING BREAKWATER AT SEA OATS BEACH; AUTHORIZING VILLAGE OFFICIALS TO IMPLEMENT THE TERMS AND CONDITIONS OF THE PROJECT AGREEMENT; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE WORK AUTHORIZATION NO 1; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, Islamorada, Village of Islands (the "Village"), concluded a Vulnerability Assessment in June 2024 that identified critical areas of concern including Sea Oats Beach and recommendations including various erosion control techniques; and

WHEREAS, a feasibility study was conducted following the Vulnerability Assessment that looked at two potential locations for breakwaters/artificial reefs, including Sea Oats Beach; and

WHEREAS, per the results of the feasibility study, it was determined that a breakwater at Sea Oats Beach would be the most feasible to permit; and

WHEREAS, a breakwater at Sea Oats Beach would provide erosion control to safeguard against storm surges and sea level rise, and incorporate habitat components to aid in water quality enhancements and shoreline protection, as part of the Village's ongoing effort to improve overall resiliency; and

WHEREAS, the Village requested a proposal for a phased approach to move forward with the recommended location at Sea Oats Beach, including planning, outreach, and permitting support; and

WHEREAS, the Village is in need of an independent contractor to provide the necessary services to complete the next phase of the project; and

WHEREAS, the Village has a current Continuing Services Agreement ("CSA") with RES Florida Consulting, LLC ("RES") for professional engineering and architectural services and other related services; and

WHEREAS, RES conducted the feasibility study for this project and provided a proposed scope of services as set forth in Exhibit "1" attached hereto; and

WHEREAS, RES is willing to perform these services as outlined in the Scope of Services within Exhibit "1" in an amount not to exceed One Hundred Five Thousand dollars (\$105,000.00); and

WHEREAS, the Village Council of Islamorada, Village of Islands (the "Village Council"), has determined that approval of the Work Authorization No. 1 with RES 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. 1 with RES, attached as Exhibit "A" for completion of the Services.

Section 3. Authorization of Village Officials. The Village Manager and/or designee and the Village Attorney are authorized to take all actions necessary to implement the terms and conditions of Work Authorization No. 1.

Section 4. Authorization of Fund Expenditure. Notwithstanding the limitations imposed upon the Village Manager pursuant to the Village's Purchasing Procedures Ordinance, the

Village Manager is authorized to expend budgeted funds to implement the terms and conditions of the Work Authorization.

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

Motion to adopt by _____, seconded by _____.

FINAL VOTE AT ADOPTION

VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS

Mayor 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 EXCLUSIVE USE AND BENEFIT OF
ISLAMORADA, VILLAGE OF ISLANDS:

JOHN J. QUICK, VILLAGE ATTORNEY

PROJECT AGREEMENT

Between

ISLAMORADA, VILLAGE OF ISLANDS

And

RES FLORIDA CONSULTING, LLC.

For

Work Authorization No. 1

Environmental Engineering Services

This Project Agreement between ISLAMORADA, VILLAGE OF ISLANDS (hereinafter referred to as "VILLAGE") and RES FLORIDA CONSULTING, LLC (hereinafter referred to as "CONSULTANT"), hereby authorizes the CONSULTANT to provide the services as set forth below:

WHEREAS, the VILLAGE and CONSULTANT have entered into a continuing services agreement dated August 8, 2025, pursuant to RFQ #25-01, (the "Continuing Contract") and CONSULTANT has been approved to provide the services contemplated herein; and

WHEREAS, the VILLAGE and CONSULTANT desire to enter into this Work Authorization for the CONSULTANT to provide services to conduct phase 1 of the Breakwater at Sea Oats Beach, as further described in Exhibit "1" attached hereto (the "Project"), in accordance with the terms and conditions of this Work Authorization.

The VILLAGE and CONSULTANT agree as follows:

SECTION 1. SCOPE OF SERVICES

1.1 The CONSULTANT shall provide consulting services to the VILLAGE for the Project as described in the proposal attached as Exhibit "1" to complete planning, design and permitting support for a breakwater at Sea Oats Beach to provide shoreline stabilization and habitat improvement.

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

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

SECTION 2. DELIVERABLES

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

- *Updated Marine Resources Survey and Summary Report and Bathymetric Survey;*
- *Conceptual Design and Pre-Application Meetings starting with FDOT coordination, RES will initiate pre-application meetings with the U.S. Army Corps of Engineers (USACE), the Florida Department of Environmental Protection (FDEP), and the Florida Keys National Marine Sanctuary (FKNMS);*
- *Public Outreach including development and implementation of a public outreach and engagement strategy to demonstrate meaningful community involvement and stakeholder support;*
- *Design up to 60%*

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

SECTION 3. TERM/TIME OF PERFORMANCE/DAMAGES

3.1 Term. This Project Agreement shall commence on the date this Agreement is fully executed by all parties and shall continue in full force and effect through, **December 31, 2027**, unless otherwise terminated pursuant to Section 6 or other applicable provisions of this Project Agreement. The Village Manager may extend the term of this Agreement through written notification to the CONSULTANT. Such extension shall not exceed (30) days. No further extensions of this Agreement shall be effective unless authorized by the Village Council.

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

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

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

SECTION 4. AMOUNT, BASIS AND METHOD OF COMPENSATION

4.1 Lump Sum Compensation. VILLAGE agrees to pay CONSULTANT an amount not to exceed One Hundred Five Thousand dollars **(\$105,000.00)** as compensation for performance of all services related to the Project. It is understood that the method of compensation is that of lump sum which means that CONSULTANT shall perform all services set forth for total compensation in the amount stated above. Said lump sum includes but is not limited to, compensation for all fees, expenses, and out-of-pocket costs of the CONSULTANT.

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

SECTION 5. BILLING AND PAYMENTS TO THE CONSULTANT

5.1 Invoices.

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

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

5.2 Suspension of Payment. In the event that the VILLAGE becomes credibly informed that any representations of the CONSULTANT, provided pursuant to Subparagraph 5.1, are wholly or partially inaccurate, or in the event that the CONSULTANT is not in compliance with any term

or condition of this Project Agreement, the VILLAGE may withhold payment of sums then or in the future otherwise due to the CONSULTANT until the inaccuracy, or other breach of Project Agreement, and the cause thereof, is corrected to the VILLAGE'S reasonable satisfaction.

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

SECTION 6. TERMINATION/SUSPENSION

6.1 For Cause. This Agreement may be terminated by either party upon seven (7) calendar days written notice to the other for breach of any material term or condition of this Agreement. In the event that CONSULTANT abandons this Agreement or causes it to be terminated by the VILLAGE, the CONSULTANT shall indemnify the VILLAGE against any loss pertaining to this termination. In the event that the CONSULTANT is terminated by the VILLAGE for cause and it is subsequently determined by a court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a termination for convenience under Section 6.2 and the provisions of Section 6.2 shall apply.

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

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

6.4 Suspension for Convenience. The VILLAGE shall have the right at any time to direct the CONSULTANT to suspend its performance, or any designated part thereof, for any reason whatsoever, or without reason, for a cumulative period of up to five (5) calendar days. If any such suspension is directed by the VILLAGE, the CONSULTANT shall immediately comply with same. In the event the VILLAGE directs a suspension of performance as provided herein, through no fault of the CONSULTANT, the VILLAGE shall pay the CONSULTANT as full compensation for such suspension the CONSULTANT'S reasonable costs, actually incurred and paid, of demobilization and remobilization.

SECTION 7. PERSONNEL ASSIGNED TO PROJECT

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

<u>NAME</u>	<u>FUNCTION</u>
Nadia Locke	Project Manager
Katherine Larsson	Field Assessment Lead
Thomas LaRoue	Engineering Lead
Gayle Stone	Quality Assurance
Jade Bennett	Permitting Research Lead
Emily Powell	Permitting Research Assistant/ Field Assistant
Junnio Freixa	Field Assistant
Jacklyn Levine	Field Assistant
Conrad Allen	Captain
Loretta Gebow	GIS
Megan Reising	Permitting Research Assistant/ Field Assistant
Patrick Shearer	Engineer

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

SECTION 8. INCORPORATION OF CONTINUING CONTRACT

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

SECTION 9. SEVERABILITY

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

SECTION 10. MISCELLANEOUS

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

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

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

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

its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

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

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

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

[Remainder of this page intentionally left blank]

Affidavit Attesting to Noncoercive Conduct for Labor or Services

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

Vendor FEIN: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone number: _____ Email Address: _____

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

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

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

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

Written Declaration

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

By: _____

Authorized Signature

Print Name and Title: _____

Date: _____

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

VILLAGE

ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA

By: _____
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

RES FLORIDA CONSULTING, LLC.

Nadia Locke

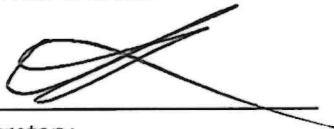
By: _____

Print Name: Nadia Locke

Title: Florida Advisory Services Manager

The 26 day of September, 2025.

AUTHENTICATE:

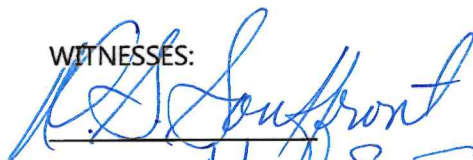


Secretary

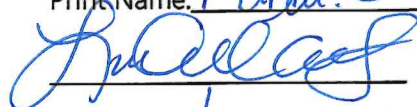
Sam Burley

Print Name

WITNESSES:



Print Name: Maria S. Souffront



Print Name: Laura M. Aldridge



Council Communication

To: Mayor and Village Council
From: Vince Tarves, IT Director
Date: October 7, 2025
SUBJECT: **Resolution Ratification of Remote Monitoring and Management (RMM) and T&M Expenditures TAB 12**

Background:

On December 12, 2023, the Village Council adopted Resolution 23-12-141 authorizing Remote Monitoring and Management (RMM) of network equipment across multiple Village facilities at an annual cost of \$25,800, with additional time-and-materials (T&M) charges for work outside the scope of the contract (e.g., new location additions).

During the 2024–25 fiscal year, Wastewater operations required the installation of security cameras and access control systems at pump stations to meet compliance requirements. In addition, the Village’s co-location facility was relocated, necessitating further setup and configuration to integrate with the existing network. These activities resulted in \$13,255.79 in expenses beyond the approved contract amount.

In September 2025, a network issue occurred at the co-location site that caused replication to fail. After extensive troubleshooting with UDT engineers and the co-location provider, the issue was resolved; however, additional T&M costs were incurred.

Since October 1, 2020, the IT & Communications Department operated under a shared leadership model, with responsibilities divided between the Network Engineer and the Systems Engineer, both reporting directly to the Village Manager. This structure led to gaps in accountability and contributed to these additional network expenditures being overlooked in last year’s budget cycle. With the arrival of a new Village Manager in 2025, the department was restructured under a single IT Director to provide clearer leadership and oversight, ensuring that such issues are not repeated.

Analysis:

The Village’s investment in RMM services is critical to ensuring the stability, security, and continuity of network infrastructure that supports core government operations. The additional work performed during FY 2024–25—including compliance-related installations at Wastewater facilities, relocation of the co-location site, and troubleshooting of the replication failure—was necessary to maintain regulatory compliance and uninterrupted Village services.

Although these expenses were outside the base contract, they were unavoidable and directly tied to the Village’s operational and compliance needs. Ratification of these expenditures provides transparency and formal Council acknowledgment of the costs incurred. Moving forward, the IT & Communications Department’s restructured leadership model will strengthen accountability and improve planning to mitigate similar budgetary oversights.

Budget Impact:

The IT & Communications Department has sufficient funds available in the General Fund Professional Services account to cover the Remote Monitoring and Management (RMM) contract in the amount of \$25,800, along with up to \$15,000 in additional time-and-materials expenses, for a total not-to-exceed authorization of \$40,800 for Fiscal Year 2024–25. Approval of this item will not require a budget amendment or transfer of funds

Staff Impact:

There is no additional staff impact.

Recommendation:

Staff recommends that the Village Council adopt the attached resolution ratifying Remote Monitoring and Management (RMM) expenditures for Fiscal Year 2024–25 and authorizing a total not-to-exceed amount of \$40,800.

Attachments: 1. Reso_UdtExceed_KKP2 (JJQ edit)

RESOLUTION NO. 25-10-xxx

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, RATIFYING REMOTE MONITORING AND MANAGEMENT AND TIME-AND-MATERIALS EXPENDITURES FOR FISCAL YEAR 2024–25; AUTHORIZING A TOTAL NOT-TO-EXCEED; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, On December 12, 2023, the Village Council adopted Resolution 23-12-141 authorizing United Data Technologies (“UDT”) to provide Remote Monitoring and Management (“RMM”) of network equipment across multiple Village facilities at an annual cost of \$25,800, with additional time-and-materials (“T&M”) charges for work outside the scope of the contract, under a three-year contract term; and

WHEREAS, during the 2024–25 fiscal year, Wastewater operations required the installation of security cameras and access control systems at pump stations to meet compliance requirements, and the Village’s co-location facility was relocated, requiring additional setup and configuration to integrate with the existing network; and

WHEREAS, these activities, along with a replication failure at the co-location site in September 2025 that required troubleshooting with UDT engineers and the facility provider, resulted in additional T&M expenses totaling \$15,000.00 beyond the base contract amount; and

WHEREAS, due to the former split leadership structure of the IT & Communications Department, these expenses were not properly anticipated during the prior budget cycle; and

WHEREAS, the IT & Communications Department has since been restructured under a single IT Director, improving oversight and accountability to ensure that such issues do not recur; and

WHEREAS, sufficient funds are available in the General Fund Professional Services account

to cover the Remote Monitoring and Management contract amount of \$25,800 and up to \$15,000 in additional T&M charges, for a total not-to-exceed authorization of \$40,800 in Fiscal Year 2024–25; and

WHEREAS, the Village Council desires to ratify the expenditures already incurred and authorize the total not-to-exceed amount to ensure compliance and transparency.

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. **Ratification.** The Village Council hereby ratifies the Remote Monitoring and Management (RMM) and Time-and-Materials (T&M) expenditures incurred during Fiscal Year 2024–25 beyond the base contract amount as necessary and appropriate.

Section 3. **Authorization of Village Officials.** The Village Council authorizes a total not-to-exceed amount of \$40,800 for RMM and T&M services in Fiscal Year 2024–25, inclusive of the \$25,800 base contract and up to \$15,000 in additional T&M charges, and further authorizes the Village Manager and other appropriate Village officials to take all actions necessary to implement this Resolution.

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, FLORIDA:

Mayor Sharon Mahoney

Vice Mayor Don Horton

Councilwoman Deb Gillis

Councilwoman Anna Richards

Councilman Steve Friedman

PASSED AND ADOPTED THIS ____ DAY OF OCTOBER 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, VILLAGE ATTORNEY



Council Communication

To: Mayor and Village Council
From: Vince Tarves, IT Director
Date: October 7, 2025
SUBJECT: **Resolution Approving Change Order to United Data Technologies Contract for Fiscal Year 2025-2026 TAB 13**

Background:

In 2015, the Village Manager directed the Finance Department to issue a Request for Proposals ("RFP") for Information Technology ("IT") consulting and support services to augment the IT & Communications Department. On April 13, 2015, the Village issued RFP-15-06 for IT Consulting and Support Services. Following the RFP process, the Evaluation Committee ranked United Data Technologies ("UDT") as the top firm on September 1, 2015. The Village Council subsequently adopted Resolution No. 15-09-89 on September 10, 2015, approving UDT's selection, and Resolution No. 15-11-111 on November 12, 2015, authorizing a continuing services agreement with UDT for IT consulting and support services, including network monitoring.

On December 12, 2023, the Village Council adopted Resolution 23-12-141, approving a three-year contract with UDT for Remote Monitoring and Management ("RMM") of network equipment across multiple Village facilities at an annual cost of \$25,800, with additional time-and-materials ("T&M") charges for work outside the scope of the contract (e.g., new location additions).

During the 2024–25 fiscal year, Wastewater operations required the installation of security cameras and access control systems at pump stations to meet compliance requirements. In addition, the Village's co-location facility was relocated, necessitating further setup and configuration to integrate with the existing network.

Analysis:

A change order to the current RMM contract will align services with the Village's expanded operational requirements and provide coverage previously supported by in-house staffing. Centralizing RMM services under a single agreement will reduce fragmentation, improve accountability, and streamline vendor support across all Village facilities.

This approach offsets the elimination of the Network Engineer position by expanding professional services support. Through the transition to broader Remote Monitoring and Management coverage, the Village will ensure comprehensive system monitoring, strengthen cybersecurity readiness, and maintain operational continuity.

Budget Impact:

The IT & Communications Department has sufficient funds available in the Fiscal Year 2025–26 General Fund Professional Services account to cover the expanded Remote Monitoring and Management contract in the amount of \$50,693.64, along with up to \$30,000 in additional

T&M costs, for a total not-to-exceed authorization of \$80,693.64.

This change order provides a net cost savings compared to the defunded Network Engineer position, which was costing the Village close to \$200,000 annually. The expanded RMM contract therefore results in more than \$100,000 in recurring annual savings while still covering the Village's operational and compliance requirements.

Staff Impact:

The IT Department will collaborate closely with the vendor to ensure seamless continuity, security, and reliability of the Village's network infrastructure.

Recommendation:

Staff recommends that the Village Council adopt the attached resolution.

Attachments: 1. Reso_UdtChangeOrder2025-26_KKP2 (JJQ edit)

RESOLUTION NO. 25-10-xxx

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING A CHANGE ORDER TO THE EXISTING REMOTE MONITORING AND MANAGEMENT CONTRACT WITH UNITED DATA TECHNOLOGIES TO COVER ALL VILLAGE FACILITIES; AUTHORIZING AN ADDITIONAL NOT-TO-EXCEED FOR FISCAL YEAR 2025–26; PROVIDING FOR AUTHORIZATION OF VILLAGE OFFICIALS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, in 2015, the Village Council adopted Resolutions 15-09-89 and 15-11-111 approving the selection of United Data Technologies (“UDT”) and authorizing a continuing services agreement for IT consulting and support services, including network monitoring; and

WHEREAS, On December 12, 2023, the Village Council adopted Resolution 23-12-141 authorizing United Data Technologies (“UDT”) to provide Remote Monitoring and Management (“RMM”) of network equipment across multiple Village facilities under a three-year contract, at an annual cost of \$25,800, with additional Time-and-Materials (“T&M”) charges for work outside the scope of services; and

WHEREAS, during the 2024–25 fiscal year, Wastewater operations required the installation of security cameras and access control systems at pump stations to meet compliance requirements, and the Village’s co-location facility was relocated, requiring additional setup and configuration to integrate with the existing network; and

WHEREAS, for Fiscal Year 2025–26, the Network Engineer position has been defunded, requiring greater reliance on vendor-provided services to ensure continuity of network operations and cybersecurity readiness; and

WHEREAS, the Network Engineer position previously cost the Village close to \$200,000 annually in salary and benefits, while the expanded RMM contract with UDT and T&M

authorization total \$80,693.64, resulting in annual savings of more than \$100,000 to the Village;
and

WHEREAS, sufficient funds are available in the Fiscal Year 2025–26 General Fund Professional Services account to cover the total not-to-exceed authorization of \$80,693.64; and

WHEREAS, the Village Council finds it in the best interest of the Village to approve this change order with UDT and authorize the necessary expenditures.

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. **Approve the Change Order.** The Village Council hereby approves a change order and additional not-to-exceed to the RMM contract with UDT to expand coverage to all Village facilities.

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 the Services and to present budget amendments to the Village Council as necessary and appropriate

Section 4. **Effective Date.** This Resolution shall take effect immediately upon 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, FLORIDA:

Mayor Sharon Mahoney

Vice Mayor Don Horton

Councilwoman Deb Gillis

Councilwoman Anna Richards

Councilman Steve Friedman

PASSED AND ADOPTED THIS _____ DAY OF OCTOBER 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, VILLAGE ATTORNEY



Council Communication

To: Mayor and Village Council
From: Terry Abel, Fire Chief
Date: October 7, 2025
SUBJECT: **Resolution Approving Fiscal Year 2025-2026 Purchases from Fire Rescue Vendors for the Fire, Rescue, and Emergency Management TAB 14**

Background:

As part of the continued development and maintenance of Fire Rescue Services, Islamorada, Village of Islands ("Village") must make regular purchases from multiple specialized vendors. The Village relies upon Municipal Emergency Services (MES), Islamorada Power, TGM Medical Group, Bound Tree Medical, Florida Keys Emergency Vehicle Repair, Life Scan Inc., Island Air, Early Alert and Stryker Inc., collectively "Fire Rescue Vendors" for operating supplies, medical direction, repairs, and maintenance for the fire department. Pursuant to Section 2-327 of the Village's Code of Ordinances relating to the Village's purchasing guidelines, the Village Manager has the authority to make purchases or enter into contracts for purchases of materials, supplies, equipment, improvements, or services where the total amount expended is less than \$25,000.00 and the aggregate total for any single vendor in any single year is less than \$25,000.00. Purchases of or contracts for purchases of materials, supplies, equipment improvements, or services where the total amount expended is \$25,000.00 or more shall be awarded by the Village Council. Purchases arising because of emergencies are exempt from Village Council approval. However, the Village Manager must notify each Council Member of the type and amount of the emergency purchase within 24 hours.

Analysis:

The proposed resolution would authorize the expenditures from the Fire Rescue Vendors in the authorized amounts indicated below for Fiscal Year 2025-2026, and the proposed resolution would approve a waiver of competitive bidding, if applicable, for these purchases. Orders are placed with the vendors on an as-needed basis. Purchase orders would be created for each vendor for the not to exceed amounts approved by the Village Council, and invoices would be applied to the purchase orders when goods are received, or services are performed. As the amounts of the purchase orders are reached, staff would request authorization to increase not-to-exceed amounts from the Village Council as needed and as the fiscal year progresses.

The following are the Fire Rescue Vendors, who are either sole source providers for specific materials, supplies, parts, and equipment for the department or who are vendors already under contract with the Village. The dollar amounts listed are the purchasing authorization requested from each vendor at this time.

Vendor: MES Service Co.
Location: Sandy Hook, CT
Goods or Services: SCBA, HURST tools service, bunker gear, fire gear
Purchase Authorization: \$70,000.00

Vendor: TGM Medical Corporation
Location: Key Largo, FL
Goods or Services: Medical Director services
Purchase Authorization: \$84,000.00

Vendor: Bound Tree Medical
Location: Dublin, OH
Goods or Services: Medical supplies
Purchase Authorization: \$50,000.00

Vendor: Florida Keys EVR LLC
Location: Key Largo, FL
Goods or Services: Repairs to fire trucks, rescue trucks
Purchase Authorization: \$120,000.00

Vendor: Islamorada Power
Location: Tavernier, FL
Goods or Services: Generator maintenance
Purchase Authorization: \$40,000.00

Vendor: Life Scan Wellness Centers
Location: Tampa, FL
Goods or Services: Annual physicals
Purchase Authorization: \$35,000.00

Vendor: Stryker Flex Financial
Location: Chicago, IL
Goods or Services: Lease of Emergency Medical Equipment
Purchase Authorization: \$190,010.00

Vendor: Island Air
Location: Tavernier, FL
Goods or Services: Air conditioner repairs and maintenance
Purchase Authorization: \$40,000.00

Vendor: Early Alert
Location: Liberty, TN
Goods or Services: Emergency Management Services
Purchase Authorization: \$70,000.00

Budget Impact:

The Village's FY 2025-2026 proposed budget for the Fire Rescue Operational Budget includes \$348,484.00 for Operating Supplies, \$360,500.00 for Repair and Maintenance expenses, and

\$504,000.00 for contracted services. Purchases from the Fire Rescue Vendors would be coded to these accounts as appropriate.

Staff Impact:

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

Recommendation:

Staff recommends approval and adoption of the attached Resolution thereby authorizing expenditures from the Fire Rescue Vendors in the above-listed authorized amounts during Fiscal Year 2025-2026 and if applicable, approve waiver of competitive bidding.

Attachments: 1. Reso FR Purchases October 7 MTG

RESOLUTION NO. 25-

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING FISCAL YEAR 2025-2026 EXPENDITURES WITH MUNICIPAL EMERGENCY SERVICES INC., TGM MEDICAL CORPORATION, BOUNDTREE MEDICAL, FLORIDA KEYS EMERGENCY VEHICLE REPAIR LLC., ISLAMORADA POWER, LIFE SCAN WELLNESS CENTERS, STRYKER FLEX FINANCIAL, ISLAND AIR, AND EARLY ALERT FOR THE OPERATION AND MAINTENANCE OF THE VILLAGE'S FIRE RESCUE AND EMERGENCY MANAGEMENT SERVICES; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING A WAIVER OF COMPETITIVE BIDDING; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, as part of development and maintenance of its Fire Rescue Services, Islamorada, Village of Islands ("Village") must make regular purchases from specialized vendors; and

WHEREAS, the Village relies upon Municipal Emergency Services Company, TGM Medical Corporation, Bound Tree Medical, Florida Keys Emergency Vehicle Repair LLC., Islamorada Power, Life Scan Wellness Centers, Stryker Flex Financial, Island Air and Early Alert, (collectively "Fire Rescue Vendors") for operating supplies, materials, repairs, and maintenance for the Fire Department; and

WHEREAS, Municipal Emergency Services Company, is a provider of parts, hose appliances, tools and bunker gear for the fire department; and

WHEREAS, TGM Medical Corporation is under contract to provide medical direction for the fire department; and

WHEREAS, Bound Tree Medical is a provider of emergency medical services supplies, narcotics and online medical training; and

WHEREAS, Florida Keys Emergency Vehicle Repairs LLC is the Village's contracted

provider of repairs to fire department's apparatus; and

WHEREAS, Islamorada Power is the Village's contractor for generator repairs and preventative maintenance services for Village's 15 generators; and

WHEREAS, Life Scan Wellness Centers is a reliable and timely provider of NFPA 1581 compliant physicals for combat fire department staff; and

WHEREAS, Stryker Flex Financial, is our contractor providing monitors, gurneys, suction units, Automatic defibrillators, stair chairs and LUCAS devices for the Village; and

WHEREAS, Island Air is a local, reliable, and timely provider of HVAC repairs, maintenance and replacements to the Village; and

WHEREAS, Early Alert is contracted emergency management service company to the Village; and

WHEREAS, pursuant to Section 2-327(c)(4) of the Village's Code of Ordinances, competitive bidding shall apply to purchase of or contracts for materials, supplies, equipment, improvements or services where the anticipated cost is estimated to exceed \$25,000.00 for each of the FIRE RESCUE VENDORS during Fiscal Year 2025-2026; and

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

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

(c) When only one vendor possesses the unique and singularly available

capability to meet the requirements of the solicitation, such as technical qualifications, ability to deliver at a particular time, or services from a public utility;

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

WHEREAS, the Village Council finds that approval of Fiscal Year 2025-2026 not to exceed amounts for goods and services from the Fire Rescue Vendors for operation and maintenance of the Fire Department and waiver of competitive bidding in accordance with Section 2-238 of the Village Code is in the best interest of the Village.

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

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

Section 2. Approval of Fiscal Year Expenditures. The Village Council hereby approves the following: (1) purchases Municipal Emergency Services Company, in an amount not to exceed Seventy Thousand Dollars (\$70,000.00); (2) purchases from TGM Medical Corporation, in an amount not to exceed Eighty Four Thousand Dollars (\$84,000.00); (3) purchases from Bound Tree Medical in an amount not to exceed Fifty Thousand Dollars (\$50,000.00); (4) purchases from Florida Keys Emergency Vehicle Repairs LLC, in an amount not to exceed One Hundred Twenty Thousand Dollars (\$120,000.00); (5) purchases from Islamorada Power, in an amount not to exceed Forty Thousand Dollars (\$40,000.00); (6) purchases from Life Scan Wellness Centers, in an amount not to exceed Thirty Five Thousand Dollars (\$35,000.00); (7) purchases from Stryker Flex Financial in an amount not to exceed One Hundred Ninety

Thousand Ten Dollars (\$190,010.00); (8) purchases from Island Air, in the amount not to exceed Forty Thousand Dollars (\$40,000); (9) purchases from Early Alert in an amount not to exceed Seventy Thousand Dollars (\$70,000).

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

Section 4. Approval of Waiver of Competitive Bidding. In accordance with Section 2-238(a), (c), and (e) of the Village Code, the Village Council waives the competitive bidding provisions of the Village Code to utilize the Fire Rescue Vendors for these purchases, as applicable.

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

Remainder of 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 _____

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



Council Communication

To: Mayor and Village Council
From: Terry Abel, Fire Chief
Date: October 7, 2025
SUBJECT: **Resolution Approving Purchase of Six (6) Motorola APX 8000 Radios Utilizing National Association of State Procurement Officials Pricing for Fire Rescue Services TAB 15**

Background:

Historically the Fire Rescue has had success with chasing grants to procure new radios for fire rescue until a recent change in the grant program. The last time we were able to procure radios via the grant process was 2022. We unfortunately have had a few radios that were damaged beyond repair, a few are no longer supported by the manufacturer and are not P25 compliant with the dispatch center requirements. There have been other changes to the dispatching system with its paging, getting rid of existing 400mHz pagers but unfortunately many of the current radios are not paging capable.

Under the grant programs currently available Islamorada no longer qualifies to receive funding, with no other open grant funding sources found to aid in the purchase of radios, fire rescue budgeted the FY' 25/26 \$59,000.00 for the replacement of radios to replace damaged, no longer supported obsolete APX7000 radios and make all new radios paging capable.

Analysis:

Section 2-327(c)(4) of the Village's Code of Ordinances (the "Code") which relates to purchasing guidelines, provides that the "purchase of or contracts for materials, supplies, equipment, improvements or services where the anticipated cost is estimated to exceed \$25,000.00" must be competitively bid. Per Section 2-328(2), of the Village Code relating to Waiver of Competitive Bidding, the requirements of Section 2-327(c)(4) may be waived "by use of an existing contract with the state, a state agency, another municipality, a political subdivision or a statement professional association when such contract was awarded by a competitive bidding process and the contract extends the prices, terms and conditions for such goods or services to the state's municipalities."

Adoption of the attached Resolution would approve the purchase of six (6) radios through Motorola in the amount of \$56,092.94. Village's pricing is piggybacking National Association of State Procurement Officials (NASPO) Value-Point Master Agreement 19860 Public Safety Communications Products, Services and Solutions contract awarded January 1, 2022 with an expiration date December 31, 2026. The radios are compliant with the new P-25 radio system implemented within Monroe County's dispatch center with the added feature of being dual band. The dual band radio will provide the Fire Department with the ability to communicate with the boating community, mainly the United States Coast Guard and Monroe County Sheriff's Dispatch Office. The new style radios are water resistant and will aid with patient

interaction and firefighting activities. Delivery is expected in approximately 28 weeks from executed contract and receipt of purchase order.

Budget Impact:

The total costs would be \$56,092.94 expensed through Fire Rescue Capital Projects budgeted funds. The Village would be responsible for procuring the specified equipment. The adopted FY 2025-2026 General Fund Fire Rescue Department budget for Capital Projects contains \$59,00.00 budgeted funding to cover the cost.

Staff Impact:

The six (6) radios that would be acquired via budgeted funding to provide vital communication necessary for Fire/EMS staff operations; and ensure compliance with the P25 radio system implemented in the dispatch center. Staff would complete the required financial receiving and tracking reports. Radios work the same as current radios so no additional onboarding or in service training is required.

Recommendation:

It is recommended the Village Council adopt the attached resolution approving the purchase of the radios.

- Attachments:**
1. Resolution Fire Rescue Purchase of APX Radios 10 7 25
 2. Exhibit A APX 8000 XE Frontline 22SEP25 QUOTE 10 7 25

RESOLUTION NO.

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING THE PIGGYBACK PURCHASE OF SIX (6) APX MOTOROLA RADIOS FROM MOTOROLA 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 handheld radios for the Village Fire Rescue Department; and

WHEREAS, funds in the amount of \$59,000.00 for the purchase of new Motorola handheld radios for the Village Fire Rescue Department were budgeted in the Fire Rescue Capital Outlay budget in the adopted FY 2025-2026 Capital Projects Fund; and

WHEREAS, the Village desires to piggyback the National Association of State Procurement Officials (NASPO) Value Point Master Agreement 19860 Public Safety Communications Products, Services and Solutions contract and accept the competitive bid submitted by Motorola in response thereto for the purchase of six (6) APX Motorola Radios for the Fire Rescue Department; and

WHEREAS, the Village Council of Islamorada, Village of Islands (the "Village Council") desires to approve the purchase of the six (6) APX Motorola Radios from Motorola 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 the handheld radios 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 Piggyback Purchase. The Village Council, pursuant to section 2-238(b) of the Village Code, hereby approves the waiver of section 2-327(c) of the Village Code and approves the piggyback of the NASPO Value Point Master Agreement 19860 Public Safety Communications Products, Services and Solutions contract and accepts the bid submitted by Motorola for the purchase of six (6) APX Motorola Radios, at a cost not to exceed Fifty Six Thousand Ninety Two Dollars and Ninety Four Cents (\$56,092.94), 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.

[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 THIS ____ DAY OF _____, 2025.

SHARON MAHONEY, MAYOR

ATTEST:

MARNE MCGRATH, VILLAGE CLERK

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

JOHN J. QUICK, VILLAGE ATTORNEY



ISLAMORADA VILLAGE OF ISLANDS

APX 8000 (6)

09/22/2025

09/22/2025

ISLAMORADA VILLAGE OF ISLANDS
86800 OVERSEAS HWY 3RD FL
ISLAMORADA, FL 33036

RE: Motorola Quote for APX 8000 (6)

Billing Address:
ISLAMORADA VILLAGE OF
ISLANDS
86800 OVERSEAS HWY 3RD FL
ISLAMORADA, FL 33036
US

Quote Date:09/22/2025
Expiration Date:11/21/2025
Quote Created By:
Mike Harrington
mharrington@emciwireless.com

End Customer:
ISLAMORADA VILLAGE OF ISLANDS
Terry Abel
terry.abel@islamorada.fl.us
305 664-6490

Contract: 19860 - NASPO

Summary:

Any sales transaction resulting from Motorola's quote is based on and subject to the applicable Motorola Standard Terms and Conditions, notwithstanding terms and conditions on purchase orders or other Customer ordering documents. Motorola Standard Terms and Conditions are found at www.motorolasolutions.com/product-terms.

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
	APX™ 8000 Series	APX8000				
1	H91TGD9PW6AN	PORTABLE RADIO APX 8000 ALL BAND MODEL 2.5	6	\$8,226.00	\$6,004.98	\$36,029.88
1a	QA01648AA	ADD: HW KEY SUPPLEMENTAL DATA	6	\$6.42	\$4.69	\$28.14
1b	Q806CB	ADD: ASTRO DIGITAL CAI OPERATION	6	\$607.00	\$413.91	\$2,483.46
1c	Q361AN	ADD: P25 9600 BAUD TRUNKING	6	\$353.00	\$240.90	\$1,445.40
1d	Q667BB	ADD: ADP ONLY (NON-P25 CAP COMPLIANT) (US ONLY)	6	\$0.00	\$0.00	\$0.00
1e	Q887AU	ADD: 5Y ESSENTIAL SERVICE	6	\$306.00	\$306.00	\$1,836.00
1f	QA09008AA	ADD: GROUP SERVICES	6	\$177.00	\$129.21	\$775.26
1g	QA09007AA	ADD: OUT OF THE BOX WIFI PROVISIONING	6	\$0.00	\$0.00	\$0.00
1h	QA09001AB	ADD: WIFI CAPABILITY	6	\$353.00	\$257.69	\$1,546.14
1i	H38BS	ADD: SMARTZONE OPERATION	6	\$1,766.00	\$1,204.50	\$7,227.00
1j	QA07682AA	ADD: SMARTCONNECT	6	\$0.00	\$0.00	\$0.00
1k	QA09113AB	ADD: BASELINE RELEASE SW	6	\$0.00	\$0.00	\$0.00



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products. Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
1l	QA09000AA	ADD: DIGITAL TONE SIGNALING	6	\$177.00	\$129.21	\$775.26
1m	QA01427AG	ALT: APX8000/XE HOUSING GREEN	6	\$30.00	\$21.90	\$131.40
2	PMNN4504A	PORTABLE RADIO BATTERY IMPRES 2 LI-ION UL2054 DIV2 R IP68 3400T	5	\$245.21	\$179.00	\$895.00
3	PMMN4154B	XVE500 DIV 1 REMOTE SPEAKER MIC, HIGH IMPACT GREEN WITH KNOB, UL	5	\$800.00	\$584.00	\$2,920.00

Grand Total \$56,092.94(USD)

Notes:

- Unless otherwise noted, this quote excludes sales tax or other applicable taxes (such as Goods and Services Tax, sales tax, Value Added Tax and other taxes of a similar nature). Any tax the customer is subject to will be added to invoices.



Line #	Item Number	Parametric Data
1a	QA01648AA	ASKHOMID = 0697



Purchase Order Checklist NA OM

Marked as PO/ Contract/ Notice to Proceed on Company Letterhead (PO will not be processed without this)
PO Number/ Contract Number
PO Date
Vendor = Motorola Solutions, Inc.
Payment (Billing) Terms/ State Contract Number
Bill-To Name on PO must be equal to the <i>Legal</i> Bill-To Name
Bill-To Address
Ship-To Address (If we are shipping to a MR location, it must be documented on PO)
Ultimate Address (If the Ship-To address is the MR location then the Ultimate Destination address must be documented on PO)
PO Amount must be equal to or greater than Order Total
Non-Editable Format (Word/ Excel templates cannot be accepted)
Tax Exemption Status
Signatures (As required)

NOTE: When an email order is submitted a confirmation is sent from Motorola AutoNotify referencing a **case number**.

Once checklist is complete, order still must go through **Order Validation/Credit Approval**



Council Communication

To: Mayor and Village Council
From: Terry Abel, Fire Chief
Date: October 7, 2025
SUBJECT: **Resolution Approving Purchase of a 2026 Ford F-250 XLT from Duval Ford TAB 16**

Background:

The Village Fire Rescue Department is currently using a 2016 Chevrolet Silverado 2500 for fire rescue services. Due to its age and prolonged use, the vehicle has exceeded its reliability limits for use as a reliable frontline vehicle. The Fire Rescue Department would like to purchase a new 2026 Ford F-250 XLT to replace the 2016 Chevrolet Silverado 2500. Purchase price is \$67,002.15.

Analysis:

Section 2-327(c)(4) of the Village's Code of Ordinances (the "Code") which relates to purchasing guidelines, provides that the "purchase of or contracts for materials, supplies, equipment, improvements or services where the anticipated cost is estimated to exceed \$25,000.00" must be competitively bid. Per Section 2-328(b), of the Village Code relating to Waiver of Competitive Bidding, the requirements of Section 2-327(c)(4) may be waived "by use of an existing contract with the state, a state agency, another municipality, a political subdivision or a statement professional association when such contract was awarded by a competitive bidding process and the contract extends the prices, terms and conditions for such goods or services to the state's municipalities."

The attached resolution would approve the purchase of a new 2026 Ford F-250 XLT utilizing the Florida Sheriff's Association/Florida Association of Counties & Florida Fire Chiefs' Automotive Contract # FSA24-VEL-32 from Duval Ford Fleet Sales in the amount of \$67,002.15.

The proposed purchase of the 2026 Ford F-250 XLT would allow the Fire Rescue Department to retire two other vehicles from service. Both the current 2016 Chevrolet Silverado 2500 utilized by Fire Rescue for logistic purposes and the current 2011 Ford Expedition utilized for training/transportation would be declared surplus and auctioned.

Budget Impact:

Funds in the amount of \$90,000.00 for this purchase were budgeted in the adopted FY 2025-2026 Fire Rescue Capital Outlay account in the Capital Project Fund. The proposed

expenditure for the purchase of the 2026 Ford F-250 XLT Pickup Truck authorized by this Resolution would be \$67,002.15. Discretionary Sales Surtax in Capital Project fund is the revenue source.

The 2011 Ford Expedition and 2016 Chevrolet Silverado 2500 vehicles would be declared surplus and sold in accordance with the Village Fixed Asset Policy and funds from the sale will be returned to the Capital Projects Fund. Proceeds 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 the 2026 Ford F-250 XLT and disposal of two surplus vehicles for the Village Fire Rescue department.

- Attachments:**
1. Reso_Fire_Ford F-250 Purchase 10 7 25
 2. Quote F250 Duval Ford 10 7 25

RESOLUTION NO.

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING THE PIGGYBACK PURCHASE OF A 2026 FORD F-250 XLT FROM DUVAL FORD FLEET SALES FOR THE VILLAGE FIRE RESCUE DEPARTMENT; DECLARING 2011 FORD AND 2016 CHEVROLET AS SURPLUS PROPERTY; 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 utility vehicle for the Village Fire Rescue Department; and

WHEREAS, funds in the amount of \$90,000.00 for the purchase of a new vehicle for the Village Fire Rescue Department were budgeted in the Fire Rescue Capital Outlay budget in the adopted FY 2025-2026 Capital Projects Fund; and

WHEREAS, the Village desires to piggyback the Florida Sheriff's Association/Florida Association of Counties & Florida Fire Chiefs' Automotive Contract #FSA24-VEL-32 and accept the competitive bid submitted by Duval Ford Fleet Sales in response thereto for the purchase of 2026 Ford F-250 Pickup Truck for the Fire Rescue Department; and

WHEREAS, the Village Council of Islamorada, Village of Islands (the "Village Council") desires to approve the purchase of the 2026 Ford F-250 Pickup Truck from Duval Ford Fleet Sales 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 the 2026 Ford F-250 Pickup Truck for the Fire Rescue Department is in the best interest of the Village and its residents.

WHEREAS, the Village has established a policy and enacted procedures for the disposition of surplus property owned by the Village; and

WHEREAS, the Village's 2011 Ford Expedition and 2016 Chevrolet Silverado has exceeded its useful life as a Village asset and has been replaced with a new vehicle; and

WHEREAS, Village staff has recommended that the 2011 Ford Expedition, which was originally purchased March 29, 2011, for \$25,551.00, be declared surplus property; and

WHEREAS, Village staff has recommended that the 2016 Chevrolet Silverado 2500, which was originally purchased May 17, 2016, for \$38,613.00, be declared surplus property.

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 Piggyback Purchase. The Village Council, pursuant to section 2-238(b) of the Village Code, hereby approves the waiver of section 2-327(c) of the Village Code and the piggyback of the Florida Sheriff's Association/Florida Association of Counties & Florida Fire Chiefs' Automotive Contract #FSA24-VEL-32 and accepts the bid submitted by Duval Ford Fleet Sales for the purchase of a 2026 Ford Pickup Truck for the Village Fire Rescue Department, at a cost not to exceed Sixty Seven Thousand Two Dollars Fifteen Cents (\$67,002.15), as set forth in Exhibit "A" attached hereto.

Section 3. Disposal of Surplus Property. The Village Council hereby declares the 2011 Ford Expedition and 2016 Chevrolet Silverado 2500 as surplus assets and authorizes the Village Manager to dispose of the surplus vehicles. The Village Manager is authorized to take all necessary and expedient action to effectuate the disposal of the surplus vehicles.

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 purchase.

Section 5. **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 6. **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 7. **Effective Date.** This Resolution shall take effect immediately upon adoption.

Remainder of the page intentionally left blank.

Motion to adopt by _____, seconded by _____.

FINAL VOTE AT ADOPTION

VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS

Mayor Sharon Mahoney _____

Vice Mayor Don Horton _____

Councilwoman Deb Gillis _____

Councilman Steve Friedman _____

Councilwoman Anna Richards _____

PASSED AND ADOPTED THIS _____ DAY OF _____, 2025.

SHARON MAHONEY, MAYOR

ATTEST:

MARNE MCGRATH, VILLAGE CLERK

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

JOHN J. QUICK, VILLAGE ATTORNEY

ISLAMORADA FIRE RESCUE

Prepared for:

ISLAMORADA FIRE RESCUE

JAMES GRIFFETH

305-395-8949

james.griffeth@islamorada.fl.us

Contract Holder

DUVAL FORD

Bambi Darr

(Work) 904-388-2144

(Fax) 904-387-6816

bambi.darr@duvalmotor.com

405 Lane Avenue North

Jacksonville, FL 32254

9/22/25

FLORIDA SHERIFFS ASSOCIATION

COOPERATIVE PURCHASING PROGRAM

We appreciate your interest and the opportunity to quote. Pricing references the FLORIDA SHERIFFS ASSOCIATION LIGHT VEHICLE CONTRACT FSA 24-VEL-32. If you have any questions regarding this quote please call! Note, Vehicle will be ordered white exterior unless specified on purchase order. Shipping and Invoicing instructions are required on agency purchase order.

Labor:

Rate/Hr

\$100

Parts QTY

Code	Equipment	UNIT PRICE	EXTENDED
1 X2B SOUTH	Item 173: Ford F250 Super Cab 164"WB 4x4. Power Windows, Locks, Keyless Entry	\$ 46,192.00	\$ 46,192.00
1 99T.44G	6.7L 4 Valve OHV Power Stroke® V8 Turbo Diesel B20 with manual push-button Engine-Exhaust Braking/TorqShift® Ten-Speed Automatic with Selectable Drive Modes: Normal, Eco, Slippery Roads, Tow/Haul, Trail (4x2), Off-Road (4x4); Std on W3C)	\$ 10,443.00	\$ 10,443.00
1 600A	Equipment Group: XL (Power Windows, Door Locks & Backup Camera)	\$ -	\$ -
1 148WB	148" WHEELBASE 6 3/4FT BED	\$ -	\$ -
1 INCL	Backup Camera	\$ -	\$ -
1 X3H	3.31 E-Locking Axle	\$ 429.00	\$ 429.00
1 534	COMPLETE TRAILER TOW PACKAGE – HD Availability: Optional on XL, XLT .Includes (52B) Factory Trailer brake controller .Includes trailer plug 6 or 7 way Trailer Plug .Includes hardware pack: Class IV Ball Mount, 2" Ball, Sleeve reducer, pin and clip [Recommend Locking Differential]	\$ 1,736.00	\$ 1,736.00
1 96V	XL CHROME PACKAGE (96V) Availability: ● Optional on XL Not available with: ● STX Appearance Package (17S) Includes: ● Four (4) pickup box tie-down plates ● Bright chrome hub covers and center ornaments (SRW Only) ● Chrome front and rear step bumper ● Halogen Fog Lamps	\$ 224.00	\$ 224.00
1 85S	Tough Bed® (spray-in bedliner; includes tailgate-Guard, black box bed tie-down hooks and black bed attachment bolts; NA	\$ 592.00	\$ 592.00
1 NCO. BOARDS	NFAB Nerf Bars (TPM HPCF1790CC-TX)	\$ 683.15	\$ 683.15
1 SBO 17	Replace Camera (Liftgate & Utility Installs)	\$ 326.00	\$ 326.00
1 LG 4	1300# Tommy Gate G260 1342 Ea38 Aluminum 2 Piece	\$ 5,653.00	\$ 5,653.00
1 (31*)	Ship Thru Qualified body modifier, Discounts Available for Chassis Pre-Payment upon arrival at second stage upfitter. Includes second stage mso, body certification label and pre-delivery inspection. Second Stage MSO required for Tag.	\$ 625.00	\$ 625.00
1			
1 PQ	Race Red	No Charge	\$ -
1 1S	Gray Cloth Seats 40/20/40	\$ 99.00	\$ 99.00
1	Vinyl Floor	\$ -	\$ -
1		\$ -	\$ -
TOTAL LABOR HOURS			
Additional Notes		2026 MODEL / QUOTE EXPIRES ON 9/30/25	
UNIT COST		\$	67,002.15
TOTAL QUANTITY		1	TOTAL PURCHASE \$ 67,002.15

EA38

2-piece extruded aluminum w/ 38" loading depth + 6" taper



ISLAMORADA FIRE RESCUE

Prepared for:	Contract Holder	9/22/25
ISLAMORADA FIRE RESCUE JAMES GRIFFETH 305-395-8949 james.griffeth@islamorada.fl.us	DUVAL FORD Bambi Darr (Work) 904-388-2144 (Fax) 904-387-6816 bambi.darr@duvalmotor.com 405 Lane Avenue North Jacksonville, FL 32254	

PLEASE CONFIRM RECEIPT OF QUOTE VIA EMAIL



We appreciate your interest and the opportunity to quote. Pricing references the **FLORIDA SHERIFFS ASSOCIATION LIGHT VEHICLE CONTRACT FSA 24-VEL-32**. If you have any questions regarding this quote please call! Note, Vehicle will be ordered **white exterior** unless specified on purchase order. Shipping and Invoicing instructions are required on agency purchase order.

Labor: Rate/Hr \$100	Parts QTY	Code	Equipment	UNIT PRICE	EXTENDED
	1	X2B SOUTH	Item 173: Ford F250 Super Cab 164"WB 4x4. Power Windows, Locks, Keyless Entry	\$ 46,192.00	\$ 46,192.00
	1	99A .44F	6.8L 2V DEVCT NA PFI V8 Gas (Flex Fuel)/TorqShift-G Ten- Speed Automatic with Selectable Drive Modes: Normal, Eco, Slippery Roads, Tow/Haul, Trail (4x2), Off-Road (4x4) N/A on W3C	Standard	Standard
	1	600A	Equipment Group: XL (Power Windows, Door Locks & Backup Camera)	\$ -	\$ -
	1	148WB	148" WHEELBASE 6 3/4FT BED	\$ -	\$ -
	1	INCL	Backup Camera	\$ -	\$ -
	1	X4M	4.30 E-Locking Axle	\$ 429.00	\$ 429.00
	1	534	COMPLETE TRAILER TOW PACKAGE - HD Availability: Optional on XL, XLT .Includes (52B) Factory Trailer brake controller .Includes trailer plug 6 or 7 way Trailer Plug .Includes hardware pack: Class IV Ball Mount, 2" Ball, Sleeve reducer, pin and clip [Recommend Locking Differential]	\$ 1,736.00	\$ 1,736.00
	1	96V	XL CHROME PACKAGE (96V) Availability: ● Optional on XL Not available with: ● STX Appearance Package (17S) Includes: ● Four (4) pickup box tie-down plates ● Bright chrome hub covers and center ornaments (SRW Only) ● Chrome front and rear step bumper ● Halogen Fog Lamps	\$ 224.00	\$ 224.00
	1	85S	Tough Bed® (spray-in bedliner; includes tailgate-Guard, black box bed tie-down hooks and black bed attachment bolts; NA	\$ 592.00	\$ 592.00
	1	NCO. BOARDS	NFAB Nerf Bars (TPM HPCF1790CC-TX)	\$ 683.15	\$ 683.15
	1	SBO 17	Replace Camera (Liftgate & Utility Installs)	\$ 326.00	\$ 326.00
	1	LG 4	1300# Tommy Gate G260 1342 Ea38 Aluminum 2 Piece	\$ 5,653.00	\$ 5,653.00
	1	(31*)	Ship Thru Qualified body modifier, Discounts Available for Chassis Pre-Payment upon arrival at second stage upfitter. Includes second stage mso, body certification label and pre-delivery inspection. Second Stage MSO required for Tag.	\$ 625.00	\$ 625.00
	1	PQ	Race Red	No Charge	\$ -
	1	1S	Gray Cloth Seats 40/20/40	\$ 99.00	\$ 99.00
	1		Vinyl Floor	\$ -	\$ -
	1			\$ -	\$ -
		TOTAL LABOR HOURS			\$ 56,559.15
		Additional Notes	2026 MODEL / QUOTE EXPIRES ON 9/30/25		
UNIT COST					\$ 56,559.15
TOTAL QUANTITY	1			TOTAL PURCHASE	\$ 56,559.15

EA38

2-piece extruded aluminum w/ 38" loading depth + 6" taper





Council Communication

To: Mayor and Village Council
From: Terry Abel, Fire Chief
Date: October 7, 2025
SUBJECT: **Resolution Approving Purchase of a 2026 Ford F-550 XL from Duval Ford as a Heavy Tow Vehicle for Fire Rescue Services TAB 17**

Background:

The Village Fire Rescue Department does not currently have a heavy tow vehicle for fire rescue services. When a heavy tow vehicle is required we must utilize a wastewater or public works vehicle and CDL driver to safely move heavy trailers, gear and equipment. The Fire Rescue Department requests to purchase a new 2026 Ford F-550 XL with a Knapheide skirted 9' body to fill this operational gap identified.

Analysis:

Section 2-327(c)(4) of the Village's Code of Ordinances (the "Code") which relates to purchasing guidelines, provides that the "purchase of or contracts for materials, supplies, equipment, improvements or services where the anticipated cost is estimated to exceed \$25,000.00" must be competitively bid. Per Section 2-328(2), of the Village Code relating to Waiver of Competitive Bidding, the requirements of Section 2-327(c)(4) may be waived "by use of an existing contract with the state, a state agency, another municipality, a political subdivision or a statement professional association when such contract was awarded by a competitive bidding process and the contract extends the prices, terms and conditions for such goods or services to the state's municipalities."

The attached resolution would approve the purchase of a new 2026 Ford F-550 XL utilizing the Florida Sheriff's Association/Florida Association of Counties & Florida Fire Chiefs' Automotive Contract # FSA23-VEL-21-RO from Duval Ford Fleet Sales in the amount of \$92,076.15.

Budget Impact:

Funds in the amount of \$122,500.00 for this purchase were budgeted in the adopted FY 2025-2026 Fire Rescue Capital Outlay account in the Capital Project Fund. The proposed expenditure for the purchase of the 2026 Ford F-550 XL Work Truck authorized by this Resolution would be \$92,076.15. Discretionary Sales Surtax in Capital Project fund is the revenue source.

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 the 2026 Ford F-550 XL for the Village Fire Rescue department.

- Attachments:**
1. Reso_Fire_Ford F-550 Purchase 10 7 25
 2. Exhibit A F550 Duval Ford Fire Rescue 10 7 25

RESOLUTION NO.

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING THE PURCHASE OF A 2026 FORD F-550 XL FROM DUVAL FORD FLEET SALES 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 heavy tow vehicle for the Village Fire Rescue Department; and

WHEREAS, funds in the amount of \$122,500.00 for the purchase of a new vehicle for the Village Fire Rescue Department were budgeted in the Fire Rescue Capital Outlay budget in the adopted FY 2025-2026 Capital Projects Fund; and

WHEREAS, the Village desires to piggyback the Florida Sheriff's Association/Florida Association of Counties & Florida Fire Chiefs' Automotive Contract #FSA23-VEL-21-RO and accept the competitive bid submitted by Duval Ford Fleet Sales in response thereto for the purchase of 2026 Ford F-550 Pickup Truck for the Fire Rescue Department; and

WHEREAS, the Village Council of Islamorada, Village of Islands (the "Village Council") desires to approve the purchase of the 2026 Ford F-550 Work Truck from Duval Ford Fleet Sales 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 the 2026 Ford F-550 Work Truck 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 piggyback of the Florida Sheriff's Association/Florida Association of Counties & Florida Fire Chiefs' Automotive Contract #FSA23-VEL-21-RO and accepts the bid submitted by Duval Ford Fleet Sales for the purchase of a 2026 Work Truck for the Village Fire Rescue Department, at a cost not to exceed Ninety Two Thousand Seventy Six Dollars Fifteen Cents (\$92,076.15), 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.

Remainder of page left blank

Motion to adopt by _____, seconded by _____.

FINAL VOTE AT ADOPTION

VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS

Mayor Sharon Mahoney _____

Vice Mayor Don Horton _____

Councilwoman Deb Gillis _____

Councilman Steve Friedman _____

Councilwoman Anna Richards _____

PASSED AND ADOPTED THIS _____ DAY OF _____, 2025.

SHARON MAHONEY, MAYOR

ATTEST:

MARNE MCGRATH, VILLAGE CLERK

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

JOHN J. QUICK, VILLAGE ATTORNEY

ISLAMORADA FIRE

Prepared for:

ISLAMORADA FIRE

JAMES GRIFFETH

305-395-8949

JAMES.GRIFFETH@ISLAMORADA.FL.US

Contract Holder

DUVAL FORD

Bambi Darr

(Work) 904-388-2144

(Fax) 904-387-6816

bambi.darr@duvalmotor.com

405 Lane Avenue North

Jacksonville, FL 32254

9/24/25

PLEASE CONFIRM RECEIPT OF QUOTE VIA EMAIL



We appreciate your interest and the opportunity to quote. Pricing references the FLORIDA SHERIFFS ASSOCIATION HEAVY TRUCKS AND BUSES CONTRACT FSA 23-VEH-21-RO. If you have any questions regarding this quote please call! Note, Vehicle will be ordered white exterior unless specified on purchase order. Shipping and Invoicing instructions are required on agency purchase order.

Labor:Rate/Hr\$100

Parts QTY

Code

Equipment

UNIT PRICE

EXTENDED

1X5H SOUTH

Item 31: Ford F550 4x4 Super Cab Chassis 60" CA DRW X5H SOUTH

\$67,445.00

\$67,445.00

1DSL

6.7L 4 Valve OHV Power Stroke® V8 Turbo Diesel B20 with manual push-button Engine- Exhaust Braking/TorqShift® Ten-Speed 10R140 with Neutral Idle Automatic with Selectable Drive Modes: Normal, Eco, Slippery Roads, Tow/Haul, Trail (4x2), Off-Road (4x4) w/Transmission Power Take-Off Provision

Standard

\$-

1660A

Equipment Group: XL (Power Windows & Door Locks)

\$-

\$-

1168WB

168" Wheelbase 60" CA

\$-

\$-

1872

Rear View Camera and Prep Kit (includes loose camera, wiring bundle)

\$413.00

\$413.00

141P

Skid Plates – Transfer Case (4X4 only)

\$100.00

\$100.00

143C

110V/400W Outlet (with 40/20/40 seats, there

\$174.00

\$174.00

1X4N

4.10 Ratio Limited Slip Rear Axle

\$393.00

\$393.00

118B SUPER

Platform Running Boards

\$443.00

\$443.00

196V

XL CHROME PACKAGE
Availability:
● Optional on XL
Includes:
● Bright chrome hub covers and center ornaments (F-350 SRW only)
● Chrome front bumper
● Bright Grille
● Power Sliding Rear Glass w/ Rear Window Defrost (SuperCab and Crew Cab only)
● Remote Start
● Halogen Fog Lamps

\$224.00

\$224.00

1534

COMPLETE TRAILER TOW PACKAGE – HD
Availability: Installed and Certified by Body Modifier
● Optional on XL, XLT, Includes trailer plug 6 or 7 way
● Includes hardware pack: Class IV Ball Mount, 2" Ball, Sleeve reducer, pin and clip
● Recommend Locking Differential , Includes (52B) electric Brake controller

\$1,985.00

\$1,985.00

1NCO. BOARDS

NFAB Nerf Bars (TPM HPCF1790CC-TX)

\$683.15

\$683.15

1SBO 1

Factory Camera Install (Requires (872) Camera Kit

\$238.00

\$238.00

1GN 3

Knapheide 9' Pgtc (Skirted Body)
A. SKIRTED GOOSENECK STYLING with integrated front and rear toolboxes
B. RUB RAILS: installed on both sides of bodies for strap, side and stake pocket protection
C. RUGGED 1/8" THICK TREAD
PLATE FLOOR with 6" structural channel long sills (4" on 8' models)
D. B&W TURNOVERBALL rated at 30,000 lbs. gross trailer weight, with 7500 lb. tongue weight
E. BOLT ON RECEIVER HITCH Choose from 18K or 21K hitch, ordered separately to ship loose
F. 7-WAY TRAILER PLUG at rear of body
G. SAFETY CHAIN
ATTACHMENT POINTS included in gooseneck box and at receiver hitch
H. DURABLE OVEN-CURED COAT finish painted black
I. ALL LED CLEARANCE AND MARKER LIGHTS for visibility and added safety
J. INTEGRATED OVAL LED B/U AND S/T/T LIGHTS included in bulkhead and rear skirt
K. CONTINUOUS STAINLESS STEEL HINGES are pry-proof and corrosion-resistant
L. DOUBLE PANELED DOORS consist of 20-gauge, two sided A-40 galvalume steel
M. AUTOMOTIVE QUALITY, ROTARY-STYLE LATCHES make opening and closing easy

\$15,052.00

\$15,052.00

1SBO 59

PAINT BODY TO MATCH CHASSIS - RACE RED

\$2,720.00

\$2,720.00

1SBO 69

SPRAYLINER CARGO AREA FLOOR ONLY

\$1,482.00

\$1,482.00

131*

Ship Thru Qualified body modifier, Discounts Available for Chassis Pre-Payment upon arrival at second stage upfitter.

\$625.00

\$625.00

1PQ

Race Red

No Charge

\$-

11S

Cloth Seats 40/20/40

\$99.00

\$99.00

1

Vinyl Floor

\$-

\$-

TOTAL LABOR HOURS

Additional Notes

2026 MODEL / QUOTE EXPIRES ON 9/30/25

UNIT COST

\$92,076.15

TOTAL QUANTITY1

TOTAL PURCHASE

\$92,076.15



Council Communication

To: Mayor and Village Council
From: John Quick, Interim Village Attorney
Date: October 7, 2025
SUBJECT: **Resolution Approving One Year Extension to GrayRobinson Agreement for State Lobbying Services TAB 18**

Background:

Since 2012, Village officials made frequent visits to Tallahassee and Washington D.C. to lobby for Islamorada's interests, especially with regard to wastewater matters and wastewater funding. In 2013, Florida Keys municipalities and entities began working collectively to lobby for the remaining \$150 million Mayfield Grant funding and entered into a mutually agreed upon State Wastewater Funding Distribution Agreement. Capitol Insight represented Monroe County's interests in the State Capitol and was uniquely familiar with the State Wastewater Funding Distribution Agreement.

On October 13, 2013, the Village entered into an Agreement for Professional State Lobbying Services with Capitol Insight; The Agreement authorized successive one-year renewals and was renewed for additional years with approval of the First and Second Amendments to the Agreement in 2014 and 2015.

During the 2016 legislative session, the lobbying efforts of Capitol Insight were essential to the Village successfully securing funding through the passage of the Florida Keys Stewardship Act ("FKSA"). In May 2016, Capitol Insight joined with GrayRobinson, P.A. ("GrayRobinson") a full-service law firm with fifteen (15) offices throughout the State of Florida. GrayRobinson proposed to continue to provide the Village with the same scope of lobbying services as did Capitol Insight.

In September 2016, the Village Council adopted Resolution No. 16-09-65, originally approving an Agreement with GrayRobinson, P.A. for professional state lobbying services, which authorized successive one-year renewals. The GrayRobinson agreement was renewed 5 times.

On September 15, 2022, the Village Council adopted Resolution No. 22-09-98 approving a new agreement with GrayRobinson which also authorizes successive one-year renewals ("Agreement").

On September 28, 2023, the Village Council adopted Resolution No. 23-09-110 authorizing a one-year renewal of the Agreement.

On September 10, 2024, the Village Council adopted Resolution No. 24-09-98 authorizing a one-year renewal of the Agreement.

Analysis:

GrayRobinson's government relations and lobbying practice is the largest such practice of any law firm in Florida and one of the largest groups of legislative and executive branch lobbyists in the State of Florida. GrayRobinson engages a full staff of professional lobbyists with experience and expertise to achieve results for the Village.

State lobbying efforts during the 2026 Florida Legislative Session are considered essential to the Village and the Florida Keys. GrayRobinson is expected to work closely with Village staff in promoting legislation to address environmental and water quality issues facing the Village, including funding, land acquisition, canal restoration and stormwater infrastructure.

A renewal of the Agreement provides for the same scope of services, specifically, consulting and representing the Village's interests before the Florida Legislature and any executive branch, body and other agencies and governmental entities (the "Services"). The scope is not limited, thereby allowing the Village to benefit from the broad knowledge of GrayRobinson's professional lobbyists. Renewal of the Agreement would continue the Services for an additional one (1) year term through September 30, 2026.

Budget Impact:

The Village's proposed 2025-2026 Budget already includes \$108,000.00 in the Village Council Professional Services budget for lobbying services. Authorized travel and other authorized expenses would be reimbursed as provided for in the Agreement, also through the Village Council Professional Services operating budget.

Staff Impact:

The Village Attorney and the Village Manager would continue to consult and work with the lobbyist regarding legislative issues.

Recommendation:

It is recommended that the Village Council adopt the attached resolution, thereby approving a one-year renewal of the Agreement.

- Attachments:**
1. 451939603-Resolution-Lobbyist GrayRobinson 2025
 2. Exhibit 1 - Gray Robinson_Lobbying Svcs_FY22-23 (fully executed)
 3. 23-09-110_GrayRobinson Lobbying One Year Renewal_

RESOLUTION NO.

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

WHEREAS, Islamorada, Village of Islands (the "Village") has engaged the services of a professional state lobbying firm since April 2010; and

WHEREAS, on September 15, 2022, the Village Council adopted Resolution No. 22-09-98, approving an agreement with GrayRobinson, P.A. for professional state lobbying services (the "Agreement"); and

WHEREAS, on September 28, 2023, the Village Council adopted Resolution No. 23-09-110 authorizing a one-year renewal of the Agreement; and

WHEREAS, on September 10, 2024, the Village Council adopted Resolution No. 24-09-98 authorizing a one-year renewal of the Agreement; and

WHEREAS, state lobbying efforts during the 2026 Florida Legislative Session will be essential to the Village and the Florida Keys; and

WHEREAS, GrayRobinson's government relations and lobbying practice is the largest such practice of any law firm in Florida and one of the largest groups of legislative and executive branch lobbyists in the state; and

WHEREAS, GrayRobinson engages a full staff of professional lobbyists with experience and expertise to achieve results for the Village; and

WHEREAS, GrayRobinson has agreed, at no additional cost to the Village, to partner with The Southern Group while representing the Village, thereby further enlarging the experience and expertise available to the Village; and

WHEREAS, GrayRobinson desires to continue to provide the same scope of lobbying services to the Village as under the current agreement with GrayRobinson, specifically, consulting and representing the Village's interests before the Florida Legislature and any executive branch, body and other agencies and governmental entities (the "Services"); and

WHEREAS, the term of the current agreement with GrayRobinson runs through September 30, 2025; and

WHEREAS, the Village and GrayRobinson desire to renew the Agreement for an additional one (1) year, commencing on October 1, 2025, in an amount not to exceed \$108,000.00 annually (the "Agreement"); and

WHEREAS, Section 2-328(1) of the Village Code provides that competitive bidding requirements may be waived by the Village Council upon a finding that the purchase of the goods or services without competitive bidding is in the best interests of the Village; and

WHEREAS, the Village Council finds that a one (1) year renewal of the Agreement with GrayRobinson, attached as Exhibit 1, and a waiver of competitive bidding for the Services to be provided is in the best interest of the Village.

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

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

Section 2. Approval of Agreement Renewal. The Village Council hereby approves a one (1) year renewal of the Agreement for Professional State Lobbying Services, a copy of which is attached as Exhibit 1.

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

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

Section 5. Waiver of Competitive Bidding. In accordance with Section 2-328(1) of the Village Code, the Village Council waives the competitive bidding purchasing provision of the Village Code.

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

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 _____

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

**PROFESSIONAL STATE LOBBYING CONSULTING SERVICES AGREEMENT
BETWEEN
ISLAMORADA, VILLAGE OF ISLANDS
AND
GRAYROBINSON, P.A.**

THIS AGREEMENT is made between GRAYROBINSON, P.A., a Florida Corporation, (the "Consultant"), and **ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA**, a Florida municipal corporation (the "Village").

WHEREAS, the Consultant and the Village, through mutual negotiation, have agreed upon Scope of Services and Fee for Professional State Lobbying Services for the Village as set forth and incorporated herein; and

WHEREAS, the Village desires to engage the Consultant to perform the Services specified below.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the Consultant and the Village agree as follows.

1. **Scope of Services (the "Services").**

- 1.1 The Consultant agrees to provide consulting and representative services for the Village before the Florida Legislature, the executive branch of the Florida Government and various regional and governmental entities.
- 1.2 Specifically, the Consultant shall provide the following Services.
 - 1.2.1 Assist the Village in developing a wastewater oriented legislative program.
 - 1.2.2 Monitor and report on all programs of interest to the Village, especially those related to wastewater funding matters.
 - 1.2.3 Represent the Village's interests before the Florida Legislature and any executive branch, body and/or other entity that could be of benefit to the Village's interests.
 - 1.2.4 Monitor and track all legislation of interest to the Village.
 - 1.2.5 Provide reports no less than weekly during the legislative sessions and periodic reports as appropriate during non-session months to the Village Manager and Village Attorney on all legislation being tracked. During the legislative session, more frequent reports may be

provided on specific bills identified by the Consultant as having a direct impact on the Village. All such reports shall be sent electronically.

1.2.6 Host Village officials who visit Tallahassee on Village business and arrange all necessary and appropriate meetings.

1.2.7 Attend staff meetings, workshops or Council meetings in Islamorada at the Village Manager's request.

2. Terms/Commencement Date.

2.1 Unless otherwise terminated pursuant to Section 4, this Agreement shall be effective October 1, 2022 and shall continue through September 30, 2023 (the "Term").

2.2 Notwithstanding the above defined Term, the Village Council may, at any time, conduct a review of the Consultant's performance and may elect to terminate the Agreement in accordance with Section 4.1.

2.3 The Village shall have an option to extend the term of this Agreement for successive one (1) year periods (the "Renewal Terms(s)).

2.4 Each Renewal Term shall be effective upon receipt of a written notice from the Village Manager to the Consultant, received no later than the date of expiration of the current Term or Renewal Term.

3. Compensation and Payment.

3.1 For all of the Services provided by the Consultant as described in Section 1, the Village shall pay the Consultant compensation of One Hundred and Eight Thousand Dollars (\$108,000.00) for the Term payable monthly in twelve (12) equal payments of Nine Thousand Dollars (\$9,000.00). Compensation for any Renewal Term shall be by mutual written agreement of the parties.

3.2 The Consultant shall additionally be entitled to reimbursement of reasonable expenses, including travel expenses and lobbyist registration fees incurred directly on behalf of the Village, provided that any such expense is first approved in writing by the Village Manager.

3.3 The Consultant shall remit monthly invoices for services rendered and shall include any approved travel reimbursements with appropriate receipts for the same to document the expense.

3.4 Compensation to the Consultant shall be payable in accordance with the Florida Prompt Payment Act in Chapter 218, Florida Statutes.

4. Termination.

4.1 Notwithstanding the provisions of Section 2, either party may terminate this Agreement at any time upon thirty (30) days advance written notice to the other party.

4.2 In the event of such termination, the Village shall be obligated to the Consultant only for the pro-rated monthly compensation incurred prior to the termination date.

5. Insurance.

5.1 The Consultant shall secure and maintain throughout the duration of this Agreement insurance of such types and in such amounts as specified below naming the Village as an additional insured entity, underwritten by a firm qualified to do business in the State of Florida and have agents upon whom service of process may be made in the State of Florida. The insurance coverage shall include a minimum of the following.

5.1.1 Commercial General Liability. Commercial general liability insurance with limits of liability not less than One Million Dollars (\$1,000,000.00).

5.1.2 Worker's Compensation and Employer's Liability Insurance. Worker's Compensation Insurance for statutory limits as required by applicable State and Federal laws.

5.1.3 Employer's Liability Insurance. Employer's Liability Insurance shall be provided at the statutory coverage amount with a minimum of One Hundred Thousand Dollars (\$100,000.00) per accident. The Consultant shall agree to be responsible for the employment, conduct and control of its employees and for any injury sustained by such employees in the course of their employment.

5.2 Certificates of insurance shall be provided to the Village at the time of execution of this Agreement as well as certified copies, as requested. Each policy certificate shall be endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to the Village before any policy or coverage is cancelled or restricted.

6. Nondiscrimination.

6.1 During the term of this Agreement, the Consultant shall not discriminate against any of its employees or applicants for employment because their race, color, religion, sex, or national origin, and agrees to abide by all Federal and State laws regarding nondiscrimination.

7. Waiver of Jury Trial.

7.1 In the event of any litigation arising out of this Agreement, each party hereby knowingly, irrevocably, voluntarily and intentionally waives its right to a trial by jury.

8. Indemnification.

8.1 The Consultant shall defend, indemnify and hold harmless the Village, its officers, agents and employees, from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgment or damages, directly caused by the Consultant's negligent acts, errors, or omissions in the performance or non-performance of any provisions of this Agreement, including but not limited to, liabilities arising from contracts between the Consultant and its employees, volunteers or agents. The Consultant shall reimburse the Village for all its expenses including reasonable attorneys' fees and costs incurred in and about the defense of any claim or investigation and for any judgment or damages directly caused by the Consultant's negligent acts, errors, or omissions in the performance or non-performance of this Agreement.

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

8.3 The provisions of this Section shall survive termination of this Agreement.

9. Notices/Authorized Representatives.

9.1 Any notices required by this Agreement shall be in writing and shall be deemed to have been properly given if transmitted by hand-delivery, by private postal service or by registered or certified mail with postage prepaid return receipt requested, addressed to the parties (or their successors) at the following addresses.

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

For The Consultant: Dean Cannon, Executive Vice-President
and Statewide Chairman of Government Affairs
GrayRobinson, P.A.
301 South Bronough Street
Suite 500
Tallahassee, Florida 32301

10. Governing Law.

10.1 This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Exclusive venue for any litigation arising out of this Agreement shall be in Monroe County, Florida, Upper Keys Division of the Circuit Court or, if in Federal Court, the Southern District of Florida.

11. Entire Agreement/Modification/Amendment.

11.1 This writing contains the entire Agreement of the parties and supersedes any prior oral or written representations. No representations were made or relied upon by either party, other than those that are expressly set forth herein.

11.2 No agent, employee, or other representative of either party is empowered to modify or amend the terms of this Agreement, unless executed with the same formality as this Agreement.

12. Ownership and Access to Records and Audits.

12.1 The Consultant shall comply with the applicable provisions of Chapter 119, Florida Statutes.

12.2 The Village may cancel this Agreement for refusal by the Consultant to allow access by the Village Manager or his designee to any records pertaining to Services performed under this Agreement that are subject to the provisions of Chapter 119, Florida Statutes.

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13.1 This Agreement shall not be assignable by the Consultant. Although this agreement is with the Consultant, the parties agree that the Village is relying upon the apparent qualifications and personal expertise of the

Consultant's lobbyists, Dean Cannon, Ryan Matthews, and Joseph Salzverg, and that the Consultant's lobbyists shall be designated by the Consultant to perform the Services under this Agreement. In the event that the Consultant's lobbyists can no longer perform the Services under this Agreement, this Agreement shall automatically terminate. This Agreement shall not be subject to assignment by the Consultant without written permission of the Village Council

14. Severability.

- 14.1 If any term or provision of this Agreement, shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and each remaining term and provision of this Agreement shall be valid and be enforceable to the fullest extent permitted by law.

15. Independent Contractor.

- 15.1 The Consultant and its employees, volunteers and agents shall be and remain independent contractors and not agents or employees of the Village with respect to all of the acts and Services performed by and under the terms of this Agreement. This Agreement shall not in any way be construed to create a partnership, association or any other kind of joint undertaking, enterprise or venture between the parties.
- 15.2 The Consultant shall be responsible for all compensation, tax responsibilities, insurance benefits, other employee benefits, and any other status or rights of its employees during the course of their employment with Consultant.

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- 16.1 The Consultant shall not be prohibited from representing or providing like services to other persons and entities other than the Village, so long as the Consultant shall avoid any representation or relation which would create an adversarial position or conflict of interest, as first determined by the Village Attorney and Village Council.
- 16.2 The Consultant shall not take on any client or matter that would jeopardize the Consultant's ability to devote the time, resources, and efforts necessary to fulfill its obligations to the Village.
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the Florida Keys Foundation. The Consultant shall not represent any additional local government, political subdivision or special district located in Monroe County without the prior authorization of the Village Council.

17. **Compliance with Laws.**

17.1 The Consultant shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of public authorities relating to the Services.

18. **Waiver.**

18.1 The failure of either party to this Agreement to object to or to take affirmative action with respect to any conduct of the other which is in violation of the terms of this Agreement, shall not be construed as a waiver of the violation or breach, or of any future violation, breach or wrongful conduct.

19. **Survival of Provisions.**

19.1 Any terms or conditions of either this Agreement that require acts beyond the date of the term of the Agreement, shall survive termination of the Agreement, shall remain in full force and effect unless and until the terms or conditions are completed and shall be fully enforceable by either party.

20. **Prohibition of Contingency Fees.**

20.1 The Consultant warrants that it has not employed or retained any company or person(s), other than a bona fide employee working solely for the Consultant, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person(s), company, corporation, individual or firm, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

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21.1 Keep and maintain public records that ordinarily and necessarily would be required to be kept and maintained by Village were Village performing the services under this agreement;

21.2 Provide the public with access to such public records on the same terms and conditions that the County would provide the records and at a cost that

does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

- 21.3 Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and
- 21.4 Meet all requirements for retaining public records and transfer to Village, at no cost, all public records in possession of the Consultant upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the Village.
- 21.5 **IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 305-664-6412, Clerk@islamorada.fl.us, or by mail: Village Clerk, 868800 Overseas Highway, Islamorada, FL 33036.**

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

- 24. **Scrutinized Companies.**

- 24.1 Consultant certifies that it and its subconsultants are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if the Consultant or its subconsultants are found to have submitted a false certification; or if Consultant, or its subconsultants are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
- 24.2 Consultant agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.

24.3 As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

25 **Counterparts.**

25.1 This Agreement may be executed in several counterparts, each of which shall be signed by each party and be deemed original and such counterparts shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties execute this Agreement on the respective dates under each signature: The Village, signing by and through its Village Manager, attested to by its Village Clerk, and by Consultant by and through its principal set forth below.

Attest :

ISLAMORADA, VILLAGE OF ISLANDS


Marne McGrath, Village Clerk

By: 
Ted Yates, Village Manager

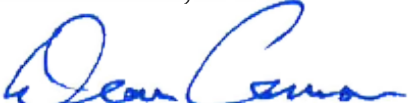
Date: 10.17.22

Approved as to Form and Legality
For the Use and Benefit of Islamorada,
Village of Islands Only



Village Attorney

GRAYROBINSON, P.A.

By: 
Dean Cannon, Jr., Executive Vice-President

Date: October 17, 2022

RESOLUTION NO. 23-09-110

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

WHEREAS, Islamorada, Village of Islands (the "Village") has engaged the services of a professional state lobbying firm since April 2010; and

WHEREAS, on September 15, 2023, the Village Council adopted Resolution No. 22-09-98, approving an agreement with GrayRobinson, P.A. for professional state lobbying services (the "Agreement"); and

WHEREAS, state lobbying efforts during the 2024 Florida Legislative Session will be essential to the Village and the Florida Keys; and

WHEREAS, GrayRobinson's government relations and lobbying practice is the largest such practice of any law firm in Florida and one of the largest groups of legislative and executive branch lobbyists in the state; and

WHEREAS, GrayRobinson engages a full staff of professional lobbyists with experience and expertise to achieve results for the Village; and

WHEREAS, GrayRobinson desires to continue to provide the same scope of lobbying services to the Village as under the current agreement with GrayRobinson, specifically, consulting and representing the Village's interests before the Florida Legislature and any executive branch, body and other agencies and governmental entities (the "Services"); and

WHEREAS, the term of the current agreement with GrayRobinson runs through September 30, 2023; and

WHEREAS, the Village and GrayRobinson desire to renew the Agreement for an additional one (1) year, commencing on October 1, 2023, in an amount not to exceed \$108,000.00 annually (the "Agreement"); and

WHEREAS, Section 2-328(1) of the Village Code provides that competitive bidding requirements may be waived by the Village Council upon a finding that the purchase of the goods or services without competitive bidding is in the best interests of the Village; and

WHEREAS, the Village Council finds that a one (1) year renewal of the Agreement with GrayRobinson, attached as Exhibit 1, and a waiver of competitive bidding for the Services to be provided is in the best interest of the Village.

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

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

Section 2. Approval of Agreement Renewal. The Village Council hereby approves a one (1) year renewal of the Agreement for Professional State Lobbying Services, a copy of which is attached as Exhibit 1.

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

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

Section 5. **Waiver of Competitive Bidding.** In accordance with Section 2-328(1) of the Village Code, the Village Council waives the competitive bidding purchasing provision of the Village Code.

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

PASSED AND ADOPTED this 28th day of September, 2023.

Motion to adopt by Mark Gregg. Seconded by Elizabeth Jolin.

Remainder of this page intentionally left blank.

FINAL VOTE AT ADOPTION

VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS

Mayor Joseph B. Pinder III	<u>Yes</u>
Vice Mayor Sharon Mahoney	<u>Yes</u>
Councilman Mark Gregg	<u>Yes</u>
Councilwoman Elizabeth Jolin	<u>Yes</u>
Councilman Henry Rosenthal	<u>Yes</u>

PASSED AND ADOPTED THIS 28th DAY OF SEPTEMBER, 2023.

DocuSigned by:
Joseph B. Pinder III
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JOSEPH B. PINDER III, MAYOR

ATTEST:

DocuSigned by:
Marne K. McGrath
008B49A9B2704D5...
MARNE MCGRATH, VILLAGE CLERK

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

DocuSigned by:
[Signature]
362BEAA7FDD0437...
JOHN J. QUICK, VILLAGE ATTORNEY



**PROFESSIONAL STATE LOBBYING CONSULTING SERVICES AGREEMENT
BETWEEN
ISLAMORADA, VILLAGE OF ISLANDS
AND
GRAYROBINSON, P.A.**

THIS AGREEMENT is made between GRAYROBINSON, P.A., a Florida Corporation, (the "Consultant"), and **ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA**, a Florida municipal corporation (the "Village").

WHEREAS, the Consultant and the Village, through mutual negotiation, have agreed upon Scope of Services and Fee for Professional State Lobbying Services for the Village as set forth and incorporated herein; and

WHEREAS, the Village desires to engage the Consultant to perform the Services specified below.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the Consultant and the Village agree as follows.

1. **Scope of Services (the "Services").**

- 1.1 The Consultant agrees to provide consulting and representative services for the Village before the Florida Legislature, the executive branch of the Florida Government and various regional and governmental entities.
- 1.2 Specifically, the Consultant shall provide the following Services.
 - 1.2.1 Assist the Village in developing a wastewater oriented legislative program.
 - 1.2.2 Monitor and report on all programs of interest to the Village, especially those related to wastewater funding matters.
 - 1.2.3 Represent the Village's interests before the Florida Legislature and any executive branch, body and/or other entity that could be of benefit to the Village's interests.
 - 1.2.4 Monitor and track all legislation of interest to the Village.
 - 1.2.5 Provide reports no less than weekly during the legislative sessions and periodic reports as appropriate during non-session months to the Village Manager and Village Attorney on all legislation being tracked. During the legislative session, more frequent reports may be

provided on specific bills identified by the Consultant as having a direct impact on the Village. All such reports shall be sent electronically.

1.2.6 Host Village officials who visit Tallahassee on Village business and arrange all necessary and appropriate meetings.

1.2.7 Attend staff meetings, workshops or Council meetings in Islamorada at the Village Manager's request.

2. Terms/Commencement Date.

2.1 Unless otherwise terminated pursuant to Section 4, this Agreement shall be effective October 1, 2022 and shall continue through September 30, 2023 (the "Term").

2.2 Notwithstanding the above defined Term, the Village Council may, at any time, conduct a review of the Consultant's performance and may elect to terminate the Agreement in accordance with Section 4.1.

2.3 The Village shall have an option to extend the term of this Agreement for successive one (1) year periods (the "Renewal Terms(s)).

2.4 Each Renewal Term shall be effective upon receipt of a written notice from the Village Manager to the Consultant, received no later than the date of expiration of the current Term or Renewal Term.

3. Compensation and Payment.

3.1 For all of the Services provided by the Consultant as described in Section 1, the Village shall pay the Consultant compensation of One Hundred and Eight Thousand Dollars (\$108,000.00) for the Term payable monthly in twelve (12) equal payments of Nine Thousand Dollars (\$9,000.00). Compensation for any Renewal Term shall be by mutual written agreement of the parties.

3.2 The Consultant shall additionally be entitled to reimbursement of reasonable expenses, including travel expenses and lobbyist registration fees incurred directly on behalf of the Village, provided that any such expense is first approved in writing by the Village Manager.

3.3 The Consultant shall remit monthly invoices for services rendered and shall include any approved travel reimbursements with appropriate receipts for the same to document the expense.

3.4 Compensation to the Consultant shall be payable in accordance with the Florida Prompt Payment Act in Chapter 218, Florida Statutes.

4. Termination.

4.1 Notwithstanding the provisions of Section 2, either party may terminate this Agreement at any time upon thirty (30) days advance written notice to the other party.

4.2 In the event of such termination, the Village shall be obligated to the Consultant only for the pro-rated monthly compensation incurred prior to the termination date.

5. Insurance.

5.1 The Consultant shall secure and maintain throughout the duration of this Agreement insurance of such types and in such amounts as specified below naming the Village as an additional insured entity, underwritten by a firm qualified to do business in the State of Florida and have agents upon whom service of process may be made in the State of Florida. The insurance coverage shall include a minimum of the following.

5.1.1 Commercial General Liability. Commercial general liability insurance with limits of liability not less than One Million Dollars (\$1,000,000.00).

5.1.2 Worker's Compensation and Employer's Liability Insurance. Worker's Compensation Insurance for statutory limits as required by applicable State and Federal laws.

5.1.3 Employer's Liability Insurance. Employer's Liability Insurance shall be provided at the statutory coverage amount with a minimum of One Hundred Thousand Dollars (\$100,000.00) per accident. The Consultant shall agree to be responsible for the employment, conduct and control of its employees and for any injury sustained by such employees in the course of their employment.

5.2 Certificates of insurance shall be provided to the Village at the time of execution of this Agreement as well as certified copies, as requested. Each policy certificate shall be endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to the Village before any policy or coverage is cancelled or restricted.

6. Nondiscrimination.

6.1 During the term of this Agreement, the Consultant shall not discriminate against any of its employees or applicants for employment because their race, color, religion, sex, or national origin, and agrees to abide by all Federal and State laws regarding nondiscrimination.

7. Waiver of Jury Trial.

7.1 In the event of any litigation arising out of this Agreement, each party hereby knowingly, irrevocably, voluntarily and intentionally waives its right to a trial by jury.

8. Indemnification.

8.1 The Consultant shall defend, indemnify and hold harmless the Village, its officers, agents and employees, from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgment or damages, directly caused by the Consultant's negligent acts, errors, or omissions in the performance or non-performance of any provisions of this Agreement, including but not limited to, liabilities arising from contracts between the Consultant and its employees, volunteers or agents. The Consultant shall reimburse the Village for all its expenses including reasonable attorneys' fees and costs incurred in and about the defense of any claim or investigation and for any judgment or damages directly caused by the Consultant's negligent acts, errors, or omissions in the performance or non-performance of this Agreement.

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

8.3 The provisions of this Section shall survive termination of this Agreement.

9. Notices/Authorized Representatives.

9.1 Any notices required by this Agreement shall be in writing and shall be deemed to have been properly given if transmitted by hand-delivery, by private postal service or by registered or certified mail with postage prepaid return receipt requested, addressed to the parties (or their successors) at the following addresses.

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

For The Consultant: Dean Cannon, Executive Vice-President
and Statewide Chairman of Government Affairs
GrayRobinson, P.A.
301 South Bronough Street
Suite 500
Tallahassee, Florida 32301

10. Governing Law.

10.1 This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Exclusive venue for any litigation arising out of this Agreement shall be in Monroe County, Florida, Upper Keys Division of the Circuit Court or, if in Federal Court, the Southern District of Florida.

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Marne McGrath, Village Clerk

By: 
Ted Yates, Village Manager

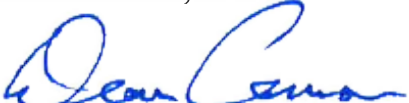
Date: 10.17.22

Approved as to Form and Legality
For the Use and Benefit of Islamorada,
Village of Islands Only



Village Attorney

GRAYROBINSON, P.A.

By: 
Dean Cannon, Jr., Executive Vice-President

Date: October 17, 2022



Council Communication

To: Mayor and Village Council
From: Maria Bagiotti, Founders Park Director
Date: October 7, 2025
SUBJECT: **Resolution Approving the Final Rankings and Recommendations of the RFP 25-06 Evaluation Committee for Selection of a Contractor for the Pool Resurfacing and Facility Improvements Project TAB 19**

Background:

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, and much more. The Ron Levy Aquatic Center, located within Founders Park, features an Olympic sized competitive swimming pool measuring 50 meters by 25 yards with a dive well, holding 671,940 gallons of water and has a bathing load of 371. The pool surface and deck, constructed in 2001, have a number of deteriorating conditions, primarily due to age, and the deck is sinking in some areas.

The Aquatic Center facility also features locker rooms that need upgrades for improved function and cleanliness. Furthermore, the addition of a lifeguard office/first aid station within the footprint of the current covered walkway is to be included in the renovations for pool personnel and safety equipment protection and security.

At their regular meeting on November 7, 2023, Village Council approved Resolution 23-11-130, authorizing an agreement with RJS Design Consultants, LLC to provide professional engineering and consulting services, and overall project management for the Pool Resurfacing and Facility Improvement Project (the "Project") through its completion.

Analysis:

On July 11, 2025, the Village issued Request for Proposals (RFP) 25-06 to solicit proposals from qualified firms to provide the materials and services for the pool resurfacing and deck repairs, locker room facility renovations, facility upgrades including sports lighting, scoreboard, pool mechanical equipment, and the addition of an enclosed Lifeguard First Aid Station.

RFP 25-06 was issued in accordance with Sec. 2-327(b) and (c)(4) of the Village's Purchasing Guidelines in the Village Code of Ordinances. The RFP was published on DemandStar.com and on the Village's website from July 11, 2025, through the submittal deadline of September 11, 2025, (for a total of 62 days) and a notice was posted on the Village's Facebook page, distributed via constant contact email, and published in the Keys Weekly for first week of the advertising period. The Village held a mandatory pre-bid meeting and site visit on August 4, 2025. The Village issued Addendum no. 1. on July 22, 2025, Addendum no. 2 on August 12, 2025, and Addendum no. 3 on August 15, 2025, in response to questions posed regarding RFP 25-06.

The Village received a total of two (2) proposals in response to RFP 25-06. To evaluate the proposals, the Village Manager appointed an RFP 25-06 Evaluation Committee (the "Committee"). Members included Chief Building Official Sheila Denoncourt, Founders Park Director Maria Bagiotti, Public Works Director A.J. Engelmeyer, and Review Engineer Robert Mather.

Cost is not the only factor considered during an evaluation. Consideration is also given to each firm's organization, experience, qualifications, and the proposed timeline for completion of the project.

The two responsive proposals were reviewed and scored by the Evaluation Committee in publicly noticed meetings held on September 18, 2025, and September 25, 2025. A maximum of 105 points was available in the scoring system, including the five (5) points available for local preference, for a total maximum score of 420 points by the four-member Committee. The Committee ranked the proposals as follows according to the criteria and point system provided in the RFP.

Rank Proposer/Firm Name Points Cost Proposal

1. StandGuard Aquatics INC	370	\$2,302,510.00
2. FSV Construction Company	290	\$1,823,219.00

Adoption of the Resolution, provided hereto as attachment 1, would approve the ranking of the RFP 25-06 Evaluation Committee and the recommended selection of StandGuard Aquatics INC for the Project. The proposal from StandGuard Aquatics INC is provided as Attachment 3. StandGuard Aquatics INC brings extensive experience in commercial pool construction and renovation projects of this scale, a strong history of working with public sector clients, and the advantage of a locally based operation.

The Resolution would also authorize the Village Manager and Village Attorney to enter into an agreement with StandGuard Aquatics INC for the requested services substantially in the form of an Agreement provided as Exhibit "1" to RFP 25-06 ([link to RFP 25-06](#)), attached hereto as Attachment 2, and authorizes the Village Manager to expend budgeted funds.

Budget Impact:

The total cost of the Project Bid is \$2,302,510.00, which is reflected in the FY 2025-2026 Budget. The revenue source for the project would be Local Government Discretionary Sales Surtax, which is accounted for in the Capital Project Fund. Upon acceptance of the Monroe County Tourist Development Council FY 2026 Bricks and Mortar Grant funding by Village Council on October 7, 2025, the Village will be reimbursed \$436,800.00 in project costs following project completion.

Staff Impact:

The Founders Park Director would oversee the Project in coordination with RJS Design and Consultants, LLC. The Village's Procurement/Capital Assets Administrator would complete the procurement procedures in compliance with the requirements of the grant and the Village. The Village's Grants Administrator will ensure the Village complies with reporting requirements of the grant and will submit the Village's cost reimbursement request to Monroe County.

Recommendation:

It is recommended that the Village Council adopt the proposed Resolution, thereby approving the recommended selection of StandGuard Aquatics INC for the Project and authorizing the Village Manager to enter into an Agreement with StandGuard Aquatics INC.

- Attachments:**
1. Reso Agreement StandGuard Aquatics Attachment 1 10-7-25 (JJQ redline)
 2. Draft Agreement StandGuard Aquatics Attachment 2 10-7-2025
 3. Islamorada Bid Proposal - StandGuard Inc Attachment 3 10-7-2025

RESOLUTION NO. 25-

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING THE FINAL RANKINGS AND RECOMMENDATIONS OF THE RFP 25-06 EVALUATION COMMITTEE FOR SELECTION OF A CONTRACTOR FOR THE POOL RESURFACING AND FACILITY IMPROVEMENTS PROJECT; AUTHORIZING THE VILLAGE MANAGER AND VILLAGE ATTORNEY TO NEGOTIATE AND EXECUTE AN AGREEMENT FOR THE REQUESTED SERVICES; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE AGREEMENT; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; AND PROVIDING AN EFFECTIVE DATE

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

WHEREAS, the pool surface, deck and facilities, constructed in 2001, have a number of deteriorating conditions, primarily due to age; and

WHEREAS, the resurfacing, deck repairs, locker room facility renovations, facility upgrades including sports lighting, scoreboard, pool mechanical equipment, and the addition of an enclosed Lifeguard First Aid Station are necessary for improved function, cleanliness, and the comfort of visitors; and

WHEREAS, on July 11, 2025, the Village issued Request for Proposals (RFP) 25-06 in accordance with Sec. 2-327(b) and (c)(4) of the Village's Purchasing Guidelines in the Village Code of Ordinances to solicit proposals from qualified firms to complete the Pool Resurfacing and Facility Improvements Project (the "Project"); and

WHEREAS, an Evaluation Committee (the "Committee") was established to review responsive proposals to the RFP and make a recommendation to the Village Council for the selection of a Contractor to complete the Project; and

WHEREAS, the Committee reviewed the two (2) proposals received using the selection criteria detailed in RFP 25-06 and recommends selection of the highest-ranked proposal from StandGuard Aquatics INC for the Project for an amount not to exceed Two Million, Three Hundred Two Thousand, Five Hundred Ten and 00/100 Dollars (\$2,302,510.00) to complete the Project; and

WHEREAS, the Village Council finds that approval and selection of StandGuard Aquatics INC and entering into an Agreement for the Project is in the best interest of the Village and its residents.

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

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

Section 2. Approval of Selection. The Village Council hereby approves the selection of StandGuard Aquatics INC to complete the Project.

Section 3. Authorization of Village Officials. The Village Manager and/or his designee and the Village Attorney are authorized to negotiate an agreement with StandGuard Aquatics INC substantially in the form attached hereto as Exhibit "1", for completion of the Project.

Section 4. Execution of Agreement. The Village Manager is authorized to execute the Agreement with StandGuard Aquatics INC on behalf of the Village, to execute any required documents to implement the terms and conditions of the Agreement, and to execute any extension and/or amendments to the Agreement, subject to approval as to form and legality by the Village Attorney.

Section 5. Authorization of Fund Expenditures. Notwithstanding the limitations imposed upon the Village Manager pursuant to the Village's Purchasing Procedures Ordinance, the Village Manager is hereby authorized to expend budgeted funds for the Project.

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

Motion to adopt by _____, seconded by _____.

FINAL VOTE AT ADOPTION

VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS

Mayor Sharon Mahoney _____

Vice Mayor Don Horton _____

Councilman Steve Friedman _____

Councilwoman Deb Gillis _____

Councilwoman Anna Richards _____

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

SHARON MAHONEY, MAYOR

ATTEST:

MARNE MCGRATH, VILLAGE CLERK

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

JOHN J. QUICK, INTERIM VILLAGE ATTORNEY

AGREEMENT

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

ISLAMORADA, VILLAGE OF ISLANDS

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

and

Standguard Aquatics INC

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 to provide the material and services for the Pool Resurfacing and Facility Improvements Project at the Ron Levy Aquatic Center (the "Project").

Section 1.02 On July 11, 2025, the VILLAGE issued Request for Proposals No. RFP 25-06 for the Project, including all Exhibits and Addenda (the "RFP").

Section 1.03 On September 11, 2025, the VILLAGE received two proposals including a proposal from that 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 October 7, 2025, the Village Council of Islamorada, Village of Islands (the "Village Council") adopted Resolution No. _____, 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 **\$2,302,510.00 (Two Million, Three Hundred Two Thousand, Five Hundred Ten and 00/100 Dollars)**.

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

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

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

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

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

Article V. CONTRACTOR'S LIABILITY INSURANCE/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 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:	Matt Satterly, President Standguard Aquatics INC 320 Laguna Avenue Key Largo, Fl. 33037 matt@standguardaquatics.com 844-651-1990

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, 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.

RFP Response

RFP 25-06 Pool Resurfacing and Facility Improvements Project



For:

Islamorada Village of Islands

Submitted by:
Matt Satterly, President
StandGuard Aquatics
Phone: 844-651-1990
Fax: 855-693-8244
Email: matt@standguardaquatics.com
www.standguardaquatics.com

September 11, 2025

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ISLAMORADA VILLAGE OF ISLANDS
RON LEVY AQUATIC CENTER
POOL RESURFACING AND FACILITY IMPROVEMENTS
AT FOUNDER'S PARK

PROJECT BID SUMMARY

This document to be included as a cover sheet to Contractor's Proposal

Note: All portions of this Bid Form must be completed and the Bid Form must be signed before the Bid is submitted. Failure to do so will result in the Bid being rejected as non-responsive.

Date: 9/10/2025

Prime Contractor

Company Name: StandGuard Aquatics INC

Authorized Representative: Matt Satterly

Proposal Number: RFP 25-06

Proposed Subcontractors:

Aquatic Consulting and Equipment

Sauve Pools

Musco Lighting

Wire Nuts

Project Specific Information

Project Duration (from Site Turnover to Substantial Completion): 120 days

With the project start date of FEB 1, we will use the time once a contract is issued to order and inventory

Parts and needs at the location so work is ready to start on Feb. 1

Proposed Area required for Staging: We would propose to use the parking area just to the east of the pool. We will use several storage containers to store most items in this area. We welcome input from staff.

Proposed Pool Draining and Dewatering Plan: From experience working on Jacobs Aquatic Center, we will use sump pumps and drain hoses to reach storm drainage located on the property. Those pumps will be set up with floats so they may stay on through the resurfacing. This work successfully at Jacobs Aquatic Center. Replacing the sumps will allow us to have direct access to ground water at all times directly to remove.

Project Bid Total and Breakout

ISLAMORADA, VILLAGE OF ISLANDS, RON LEVY AQUATIC CENTER FLORIDA FOUNDER'S PARK POOL RESURFACING AND FACILITY IMPROVEMENTS PROJECT RFP 25-06 BID SCHEDULE DATED 7/11/2025				
Item	Item Description	Unit	Quantity	Total
1	Mobilization*	LS	1	\$210,000.00
2	Pool Resurfacing, Equipment, and Repairs (less Dive Stairs)	LS	1	\$1,148,400.00
3	Restroom/Locker Room Improvements	LS	2	\$252,490.00
4	Lifeguard Station Installation	LS	1	\$111,800.00
5	Site Work (less scoreboard)	LS	1	\$199,450.00
6	Site and Overhead Facility Lighting	LS	1	\$79,490.00
7	Competition Scoreboard and Frame/Foundation Budget Value	LS	1	\$64,880.00
8	3m Dive Platform Stairs Budget Number:	LS	1	\$36,000.00
TOTAL BASE BID (ITEMS 1-7)**:				\$2,102,510.00
9	Fixed Contingency	LS	1	\$200,000.00
TOTAL LUMP SUM BID PRICE PLUS CONTINGENCY (ITEMS 1-8):				\$2,302,510.00
* Mobilization shall be limited to no greater than 10% of the total bid price including contingency.				
** The total base bid shall be inclusive of all bonding, permit fees, etc.				

Alternate 1 (if applicable): _____

Alternate 2 (if applicable): _____

Add/Alt- Additional Proposed Deviations: Installation of Defender Filter System by Neptune Benson. Details in proposal.

Add/Alt- Additional Proposed Deviations: _____

Notes: **Change of filtration system will not add any additional costs to the project. Details on this alternate are located in proposal.**

- 1) Base bid is as per the Contract Documents and inclusive of all equipment and specifications.
- 2) If proposing alternate equipment or vendors, please specify and provide credit or cost above.

Bidder, represents that a) Bidder and all Subcontractors, regardless of tier, has the appropriate current and active Contractor's licenses required by the State of Florida and the Bidding Documents; b) it has carefully read and examined the Bidding Documents for the proposed Work on this Project; c) it has examined the site of the proposed Work and all Information Available to Bidders; d) it has become familiar with all the conditions related to the proposed Work, including the availability of labor, materials, and equipment. Bidder hereby offers to furnish all labor, materials, equipment, tools, transportation, and services necessary to complete the proposed Work on this Project in accordance with the Contract Documents for the sums quoted. Bidder further agrees that it will not withdraw its Bid within {60} days after the Bid Deadline, and that, if it is selected as the prevailing and responsible Bidder, that it will, within 10 days after receipt of notice of selection, sign and deliver to Owner the Agreement in triplicate and furnish to Owner all items required by the Bidding Documents.

DECLARATION

I, Matt Satterly, hereby declare that I am the
(Printed Name)

President Of StandGuard Aquatics INC
(Title) (Name of Bidder)

submitting this Bid Form; that I am duly authorized to execute this Bid Form on behalf of Bidder; and that all information set forth in this Bid Form and all attachments hereto are, to the best of my knowledge, true, accurate, and complete as of its submission date.

I further declare that this bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not

collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

I declare, under penalty of perjury, that the foregoing is true and correct and that this declaration was executed at:

Key Largo
(Name of City)

in the State of Florida, on 9/10/2025
(State) (Date)


(Signature)

END OF BID SUMMARY DOCUMENT



September 10, 2025

Islamorada, Village of the Islands

ATTN: Village Clerk
86800 Overseas Highway
Islamorada, FL 33036

RE: Cover Letter for RFP 25-06 – Pool Resurfacing and Facility Improvements Project

To Whom It May Concern:

On behalf of StandGuard Aquatics, I would like to thank you for allowing us the opportunity to provide this information and compete for your business. StandGuard Aquatics was founded in 2011. We are incorporated in Georgia, are registered to do business in Florida, California, and Pennsylvania. Our Senior Management staff has 40 years of experience working with local government agencies to provide aquatic management construction and renovations.

Our office in Florida will be oversee this project, Our office is located at:

320 Laguna Avenue
Key Largo FL 33037

We are excited to demonstrate to the decision making team that StandGuard Aquatics is an experienced, professional organization that achieves full compliance with each and every aspect of the requirements for this request. After reviewing your RFP and plans extensively, we are confident that StandGuard Aquatics has the staff and experience to meet the objectives of this RFP.

Matt Satterly will serve as the point person for this project. He will work directly with Islamorada staff and engineers to ensure we are meeting all requirements of the RFP and construction requirements. Matt has 28 years of experience working on and with commercial aquatic facilities. His experience includes full/complete construction of commercial aquatic centers and numerous renovation projects similar to this project. Matt will be assisted by Bryan Dalton on this project. Bryan is an electrician with 25 years of experience working in the aquatics industry. Not only will does our team have the experience necessary to complete this work, we also have a core group of subcontractors that we have extensive experience with in these types of projects. Luis Osorio will be overseeing all pool related work on the project for our team. Luis has overseen all of our resurfacing projects and concrete work over the past 7 years.

Matt Satterly is the authorized agent for StandGuard Aquatics and is President of StandGuard Aquatics. We look forward to having the opportunity to meet with you and the decision making team to further discuss our program and how it is the best choice to fulfill the requirements of this operation.

Sincerely,

Matt Satterly
StandGuard Aquatics

COST PROPOSAL

We have included the details of our cost proposal in Exhibit B. Per the request of the RFP, our total cost for this project is **\$2,102,510.00**. This total does not include the additional \$200,000.00 in contingencies listed in Exhibit B.

LIST OF SIMILAR PROJECTS COMPLETED

Over the past 27 years, the full-time staff members of StandGuard Aquatics who will be assigned to this project have worked with many municipalities for construction and renovation services. To meet the requirements of the RFP, we are providing a list of recent projects that match the types of work and scope of this RFP. As you will see, our team has significant experience with these types of repairs. All of these projects were managed by Matt Satterly and assisted by Bryan Dalton and Luis Osorio. Below are a list of jobs completed in the past 12 months that mirror the work being requested in the RPP:

- **City of Atlanta – Renovations to all 12 outdoor facilities, two of which are 50 meter pools** – DEC, 2024 to April 2025. Project was \$2.5 million. Work included removing and replacing pool plaster surfaces and installing new Blue Quartz finishes for all pools. Additional work included renovations of the filtration systems for each facility and installation of Pulsar Systems for each body of water.
- **City of Atlanta – Anderson Park Facility** Renovation – August 15, 2025 to present. Expected completion Sept. 30, 2025. \$845,000.00. Complete renovation of all three buildings on site. Work includes removing and replacing existing roof, ceilings, all lighting, renovations to ADA accessible fixtures, removal and replacement of compromised portions of block walls on each building. Removed and replaced all plumbing lines. Work also includes painting entire facility interior and exterior.
- **Jacobs Aquatic Center, Monroe County FL** – March 15, 2025 to April 8, 2025. Project was \$275,000.00. Removal and replacement of filtration system for competition pool with new Neptune Benson Defender Filtration System and installation of new filtration system for Teaching Pool. Work was required due to lack of sewer line capacity to handle backwashing conventional sand filter systems.
- **Florida School for the Deaf and Blind** – July 14 to July 28, 2025. Project was \$190,000.00. Work included a complete filtration system renovation. We removed the existing filtration system and installed a new Neptune Benson Defender filter system we are proposing for this project as an alternate due to a lack of sewer line capacity.

- **City of Atlanta GA - Martin Luther King JR Aquatic Center Renovation.** August 1 to August 29, 2025. Project was \$587,750.00. Work included remove and replacing Diamond Brite pool surface with a new Blue Quartz surface. Work also included removal and replacement of all tile inside the pool including lane lines. Work also included deck renovations to the entire surface and removal and replacement of 2500 square feet of decking that was not poured correctly when the pool was built. We also applied a waterproof coating to the surge tank.

We are confident that we have the experience and expertise to perform the work required for this RFP. In addition, as a company that is operates in Key Largo, our company has significant experience working in this area and the challenges presented with a lack of local suppliers and subcontractors. Working in Key Largo has provided us the experienced needed with ground water issues and how to handle dewatering for a project like this. Our team is full capable of bringing in the resources needed to get this project done on schedule and in line with our proposed price.

PROJECT APPROACH

Our team has significant experience in performing a project that requires the trades for this project. We have assembled a team that is ready to serve the Village staff in completing this project in a timely manner. We have broken up the project into phases. With the schedule start date of FEB. 1, 2026, our team will have a significant amount of prep time to have everything lined up well before FEB 1. This is how we will approach each phase:

Pre-Mobilization

This is the time period starting once we have received the contract and all necessary PO's to start. During this period of time (contract signing to JAN 1), we will be doing the following work:

- Perform site walk throughs with both Village Staff and Engineers to confirm full scope and address any inconsistencies in drawings and scope.
- Establish staging areas and locations for roll off dumpsters acceptable to Village Staff on site.
- Work with Village Staff and Engineers to ensure all permits applicatins are submitted and permits completed by JAN 1.
- Work with Vendors to place orders on all equipment that has significant lead times so that those materials are on site Jan 15, 2026. These materials include:
 - Outdoor lighting

- New Stair Case for Dive Tower
- Scoreboard and necessary timing Equipment
- Filtration System
- Pulsar Feed System
- Materials for new pool surface
- Heat Pumps

Mobilization

Mobilization will begin on FEB 1 and take about 10 days to complete. During that time, we will do the following work:

- Install erosion controls in all areas required by code and documented in the drawings.
- Set up approved staging areas to receive all equipment and materials needed for the project.
- Clear the pool deck and rooms of all equipment and store in approved locations onsite.
- Begin demo of all areas detailed in the scope.
- Set up meetings with Engineers to review areas requested per the drawings once demo is complete to ensure a proper plan for repairs as approved by the engineers.
- **Dewatering:** Treat swimming pool water with chemical neutralizers prior to draining. We will insure that the water has proper pH balance and zero levels of chlorine before draining. Set up 4 sump pumps and enough hose to reach storm drainage over overflow drainage areas nearest to the pool. We will monitor draining to ensure the pace does not overrun the drainage system. Once the pool is empty, we will demo the sumps quickly to exposed ground to allow ground water to freely flow in to sump areas where pumps will be located. Having completed a project at the Jacobs Aquatic Center, we were able to remove ground water through the sump areas throughout that project. In the event ground water is persistently collecting in the sump area preventing our team from complete the installation of the new sumps, two wells will be installed outside the pool area near the deep end of the pool to continue the dewatering process until sumps and pool surface is complete. We expect the pool shell work and resurfacing to take about 3 weeks to completely.

Job Site Work to Substantial Completion

We expect to reach substantial completion no later than 100 days (May 9, 2026) from start (FEB 1). This schedule includes a normal amount of weather days per assuming average weather for this area. We will be working on all

phases at the same time to ensure the entire project is completed on time. This schedule is subject to change if additional work is requested by the Village above and beyond the original scope. During this time, we plan to do the following in addition to the work:

- Schedule regular meetings with Village Staff and Engineers during this period to provide updates on our progress and address any issues or concerns that come up during the work progress.
- Ensure we are scheduling all required inspections timely to make sure work progress is not impacted by that schedule.

Completion

Once we have met substantial completion, we will begin the process of performing walkthroughs with the Village Staff and Engineers as each area comes online. These walkthroughs will be used to ensure the work is 100% complete to the satisfaction of the Village Staff. We will also perform training with Village Staff on all new systems installed. Also, any required final inspections will be completed at this time. Additional items to be done at this time:

- Removal of all erosion controls. Work will include replacement of any landscaping disturbed during the construction process.
- Removal of all staging equipment/storage facilities.
- Install all existing equipment that was stored at the start of the project.
- Clean each area once all work has been completed in that area.
- Hand over entire facility back to Village Staff on May 23, 2026 for operations.

TIMELINE

Based on a start date of FEB 1, 2026, we expect to have the project completed by May 23, 2026. Here is the schedule for each phase:

- Mobilization – FEB 1 to FEB 11
- Construction through Substantial Completion – FEB 1 – MAY 9, 2026
- Completion – MAY 9 to May 23, 2026

REFERENCES

City of Atlanta Parks and Recreation Design – Numerous Projects

Arthur Culbreath – Director, Park Design Projects

404-859-1560

ABCulbreath@atlantaga.gov

Monroe County Parks and Beaches – Jacobs Aquatic Center

John Allen – Director of Parks and Recreation

305-304-6711

Allen-John@monroecounty-fl.gov

Florida School for the Deaf and Blind – University of Florida

Jessica Voorhees – Construction Project Consultant II

904-827-2363

voorheesj@fsdbk12.org

Defender® Regenerative Media Filters: The Proven Choice for Superior Water Quality



NEPTUNE BENSON

Established in 1956, Neptune Benson has proudly served the commercial aquatics industry for over six decades. Our Defender® line of regenerative media filters has become synonymous with the term “RMF” in the industry. With over 20,000 installations in 50 countries, we have the filtration and disinfection experience to help meet your water quality needs, while keeping sustainability and safety of your guests top of mind.

REGENERATIVE MEDIA FILTRATION

Sand and regenerative media filters both operate on the principle of mechanical filtration. Sand filters trap particles in water throughout the depth of their bed. When the filter becomes dirty, it is cleaned by backwashing, a process that sends considerable amounts of water to drain. RMFs trap particles on the surface of flexible tubes coated with perlite media. When the perlite becomes loaded, RMFs regenerate by bumping, a process in which no water is lost except during periodic media replacement.

REMOVE PARTICLES DOWN TO 1 MICRON

Defender® filters produce sparkling, crystal clear water by removing particles down to 1 micron more effectively than sand. The difference in water clarity is like night and day. In addition, the dramatic reduction in turbidity improves transmission of UV light, which increases disinfection performance as well.

UP TO 90% WATER SAVINGS

Instead of backwashing, Defender filters automatically “bump”—regenerating media for a fresh start without wasting water to drain.

- Reduces footprint and operating weight
- Eliminates backwash holding tank

BENEFITS*

- Superior Water Clarity
- 90% Water Savings
- 75% Space Savings
- 50% Energy Savings
- 30% Chemical Savings



*Contact Neptune Benson for a full analysis

UP TO 50% IN ENERGY, FUEL AND CHEMICAL SAVINGS

By eliminating backwashing, significant operational savings can be achieved by not having to re-heat and chemically re-treat all of the water sent down the drain. Defender filters also operate at lower head pressures, reducing power demand and electrical costs.

UP TO 75% SPACE AND CONSTRUCTION SAVINGS

The footprint of Defender® filters can be up to 75% smaller than equivalently sized sand filters, saving both space and construction costs.

COST SAVINGS ANALYSIS

Defender filters reduce water, energy and chemical consumption, which translates into significant savings. Contact us to quantify savings for your facility.

EXAMPLE SAVINGS ANALYSIS

Water Impact	Sand	Defender
Backwash Volume	1,483,560 gal 5,616 m ³	88,938 gal* 337 m ³ *
Potable Water (Make-up) Fees (USD)	\$5,192	\$311
Discharge Fees (USD)	\$5,192	\$311
Energy & Fuel Impact		
Pump Power Consumption (kW)	216,569	170,170
Pump Power Cost (USD)	\$13,308	\$10,456
Heating Requirements (Therms)	4,449	489
Heating Costs (USD)	\$4,004	\$240
Chemical Impact		
Chemical Costs (USD)	\$4,451	\$267
Total Costs (USD)	\$32,147	\$11,585

* Includes 5% of the sand filter backwash volume to account for makeup water

DEFENDER FILTER SIZES/CONFIGURATIONS

	Model #	Filter Area		Recommended Flow Rate Range		Overall Height		Tank Volume	
		ft ²	m ²	.5 - 1.4 gpm/ft ²	1.22 - 3.42 m ³ /hr/m ²	in	cm	gal	m ³
STANDARD	SP-27-48-487	381	35.6	191 - 533	43.4 - 121.8	97.0	247.4	159	.6
	SP-33-48-732	572	53.1	286 - 801	64.8 - 181.6	103.25	262.2	250	.9
	SP-41-48-1038	812	75.4	406 - 1137	92.0 - 258.0	104.75	266.6	441	1.7
	SP-49-48-1548	1211	112.5	606 - 1695	137.3 - 384.8	109.25	277.5	615	2.3
	SP-55-48-2076	1625	151.0	813 - 2275	184.2 - 516.4	110.50	280.5	841	3.2
ASSERO	SP-29-36-200	117	10.9	59 - 164	13.3 - 37.3	80.25	204	181	.7
	SP-29-36-250	146	13.6	73 - 204	16.6 - 46.5	80.25	204	181	.7
	SP-29-36-300	175	16.3	88 - 245	19.9 - 55.7	80.25	204	181	.7
	SP-29-36-350	204	19.0	102 - 286	23.2 - 65.0	80.25	204	181	.7
	SP-29-36-400	234	21.7	117 - 328	26.5 - 74.2	80.25	204	181	.7
	SP-29-36-450	263	24.5	132 - 368	29.8 - 83.4	80.25	204	181	.7
	SP-29-36-500	294	27.3	147 - 412	33.3 - 93.4	80.25	204	181	.7

Note 1: Recommended flow range is suggested to optimize performance. The filter is NSF listed for up to 2.0 gpm/sq.ft (4.89 m³/hr/m²) flow rate. Contact Neptune Benson for applications for higher than the recommended flow range.

Note 2: Tank connection sizes based on velocity not to exceed 10.0 fps (3.0 mps).

Note 3: The required perlite media is based on 1/8" (3 mm) thick cake which is recommended for optimal performance.

Note 4: All Defender Assero models available in automatic configuration.



evoQUA
WATER TECHNOLOGIES

334 Knight Street, Suite 3100, Warwick RI 02886

+1-800-832-8002 (toll-free) +1-401-821-2200 (toll) evoqua.com

Evoqua, Evoqua logo, and Defender are trademarks of Evoqua Water Technologies LLC, its affiliates and subsidiaries in some countries. Images do not necessarily depict facilities comprising Evoqua's products or services.

Defender RMF makes no claims of disinfection. Turbidity may be caused by factors other than particles.

All information presented herein is believed reliable and in accordance with accepted engineering practices. Evoqua makes no warranties as to the completeness of this information. Users are responsible for evaluating individual product suitability for specific applications. Evoqua assumes no liability whatsoever for any special, indirect or consequential damages arising from the sale, resale or misuse of its products.

State of Florida

Department of State

I certify from the records of this office that STANDGUARD AQUATICS INC is a Georgia corporation authorized to transact business in the State of Florida, qualified on December 11, 2018.

The document number of this corporation is F18000005763.

I further certify that said corporation has paid all fees due this office through December 31, 2025, that its most recent annual report/uniform business report was filed on January 26, 2025, and that its status is active.

I further certify that said corporation has not filed a Certificate of Withdrawal.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Eleventh day of September,
2025*




Secretary of State

Tracking Number: 9696942103CU

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>

2025 / 2026
MONROE COUNTY BUSINESS TAX RECEIPT
EXPIRES SEPTEMBER 30, 2026

Business Name: STANDGUARD AQUATICS INC

RECEIPT# 47161-138748

Owner Name: MATT SATTERLY

Business Location: 320 LAGUNA AVE
KEY LARGO, FL 33037

Mailing Address:

5665 ATLANTA HWY STE 103-168
ALPHARETTA, GA 30004

Business Phone: 844-651-1990
Business Type: MISCELLANEOUS SERVICE (COMMUNITY POOL)

Employees 35

Tax Amount	Transfer Fee	Sub-Total	Penalty	Prior Years	Collection Cost	Total Paid
150.00	0.00	150.00	0.00	0.00	0.00	150.00

Paid WRB-24-00097982 09/03/2025 150.00

THIS BECOMES A TAX RECEIPT
WHEN VALIDATED

Sam C. Steele, CFC, Tax Collector
PO Box 1129, Key West, FL 33041

THIS IS ONLY A TAX.
YOU MUST MEET ALL
COUNTY AND/OR
MUNICIPALITY
PLANNING, ZONING AND
LICENSING
REQUIREMENTS.

MONROE COUNTY BUSINESS TAX RECEIPT

P.O. Box 1129, Key West, FL 33041-1129

EXPIRES SEPTEMBER 30, 2026

Business Name: STANDGUARD AQUATICS INC

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Paid WRB-24-00097982 09/03/2025 150.00



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE COMMERCIAL POOL/SPA CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

SATTERLY, MATTHEW E

STANDGUARD AQUATICS INC
5665 ATLANTA HIGHWAY SUITE 103 168
APLPHERETTA GA 30004

LICENSE NUMBER: CPC1460906

EXPIRATION DATE: AUGUST 31, 2026

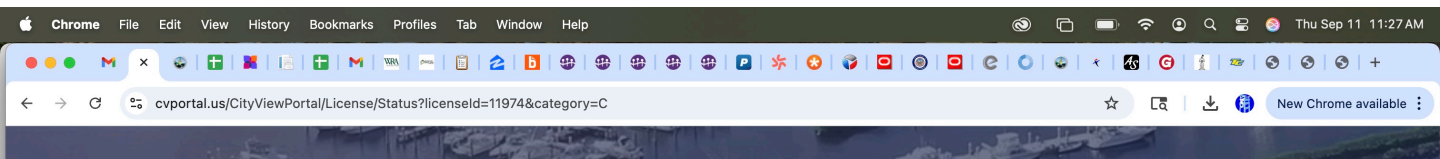
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ISSUED: 02/12/2025

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Welcome StandGuard Aquatics INC
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License Application Status
LC20250000183

[Expand All](#) | [Collapse All](#)
Note: You can collapse and expand individual sections by clicking the header of the section you wish to collapse/expand.

License Application Summary ☺

[Edit License Details](#)

Licensee Number: LC20250000183
Business Name: StandGuard Aquatics INC
License Type: Contractor
Application Status: Active
Description: Commercial Swimming Pool Construction and Renovations
Mailing Address: 320 Laguna Ave
Key Largo FL 33037
matt@standguardaquatics.com
Contact Numbers: Primary: (770) 354-4240
Work: (844) 651-1990 x301

Fees ☺

Issuances ☺

Submittals ☺



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/12/2025

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 Morgan & Associates Insurance Group - GA PO Box 5813 Douglasville GA 30154	CONTACT NAME: Donald Morgan PHONE (A/C, No, Ext): 7709178477 E-MAIL ADDRESS: dmorgan@maginsurance.com INSURER(S) AFFORDING COVERAGE INSURER A : KINSALE INSURANCE COMPANY INSURER B : STARNET INSURANCE COMPANY INSURER C : SCOTTSDALE INSURANCE COMPANY INSURER D : CERTAIN UNDERWITERS AT LLOYDS INSURER E : BEASLEY EXCESS AND SURPLUS INSURANCE INSURER F : EVANSTON INSURANCE	FAX (A/C, No): 8667136171 NAIC # 20010
INSURED Standguard Aquatics Inc 5665 Atlanta Hwy Ste 103-168 Alpharetta GA 30004		

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	
A	☒ COMMERCIAL GENERAL LIABILITY			0100236475-2	06/20/2025	06/20/2026	EACH OCCURRENCE	\$ 1,000,000
	☐ CLAIMS-MADE ☒ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
	☒ Pool maintenance						MED EXP (Any one person)	\$ 10,000
	☒ Life Guard Services						PERSONAL & ADV INJURY	\$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:							
	☒ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	\$ 1,000,000
	☒ OTHER: Contractual Liability							\$
A	AUTOMOBILE LIABILITY			998266241	06/02/2025	06/02/2026	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	☐ ANY AUTO						BODILY INJURY (Per person)	\$
	☐ OWNED AUTOS ONLY	☒ SCHEDULED AUTOS					BODILY INJURY (Per accident)	\$
	☒ HIRED AUTOS ONLY	☒ NON-OWNED AUTOS ONLY					PROPERTY DAMAGE (Per accident)	\$
	☐ AUTOS ONLY							\$
C	☒ UMBRELLA LIAB	☒ OCCUR		CXS4049886	04/20/2025	04/20/2026	EACH OCCURRENCE	\$ 5,000,000
	☐ EXCESS LIAB	☐ CLAIMS-MADE					AGGREGATE	\$ 5,000,000
	DED ☒ RETENTION \$ 10,000							\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			BNUWC0162883	05/25/2024	05/25/2026	☒ PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y / N ☐ Y ☐	N / A				E.L. EACH ACCIDENT	\$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
D/E	Physical and Sexual Abuse			D3976C250101/ ECOC826065	04/20/2025	04/20/2026	Physical and Sexual	\$1,000,000
	Pollution Liability						Pollution Liability	\$1,000,000

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

CERTIFICATE HOLDER**CANCELLATION**

State of Florida Florida School for the Blind 207 San Marco Ave St Augustine FL 32084	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 Donald J Morgan
--	--

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12. SUSPENSION AND DEBARMENT

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by Islamorada, Village of Islands. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to Islamorada, Village of Islands, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.


Signature of Authorized Certifying Official

Matt Satterly - President
Name and Title of Authorized Certifying Official

9/10/25
Date

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

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

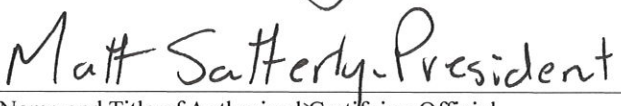
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this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

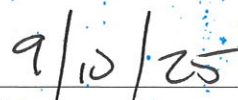
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

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


Signature of Authorized Certifying Official


Name and Title of Authorized Certifying Official


Date

ADDITIONAL CONTRACT TERMS FOR FEDERAL AND FEMA FUNDED PROJECTS

The following clauses will form part of the agreement between Islamorada, Village of Islands and the Contractor resulting from this RFP.

A. Access to Records:

The following access to records requirements shall apply to the contract.

1. The Contractor agrees to provide Islamorada, Village of Islands, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representative's access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
2. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
3. The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
4. In compliance with the Disaster Recovery Act of 2018, Islamorada, Village of Islands and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

B. Changes to the Contract:

Any changes to the contract between Islamorada, Village of Islands and the Contractor modification, change order, or constructive change must be allowable, allocable, within the scope of the grant or cooperative agreement, and reasonable for the completion of project scope.

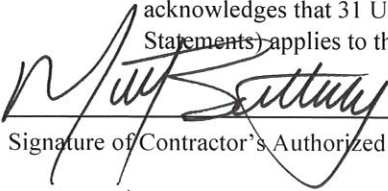
- C. Non-use of DHS Seal, Logo, and Flags:** The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of HSS agency officials without specific FEMA pre-approval.

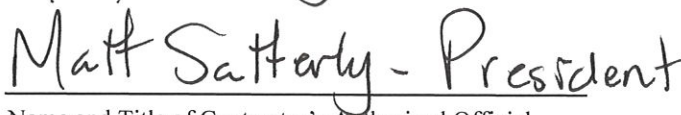
- D. Compliance with Federal Law, Regulations, and Executive Orders:** This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures and directives.

- E. No Obligation by Federal Government:** The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-

- F. Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.**

- G. Program Fraud and False or Fraudulent Statement or Related Facts:** The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.


Signature of Contractor's Authorized Official


Name and Title of Contractor's Authorized Official

Affidavit
For Certification as a Local Business

State of Florida
County of Monroe

BEFORE ME, the undersigned authority, personally appeared Matt Satterly
(Affiant's Name), as President (Title) of StandGuard Aquatics
(Name of Company), a C Corporation (Type of Entity), who after having
been sworn, deposes and states:

1. My name is Matt Satterly
2. I am the President (Title) of StandGuard Aquatics INC (Name of Firm), and I have personal knowledge of the facts stated herein.
3. (Name of Firm) seeks certification as a local business pursuant to Ordinance 2-327(e), Islamorada, Village of Islands, and RFP 19-08; and
4. (Name of Firm) has a current Monroe County occupational license or business tax receipt, with a principal office located at 320 Laguna Ave (Physical Address), which is Key Largo FL 33037 between MM 72.658 and the Miami-Dade County boundary line; and
5. The principal office has been established a minimum of 18 consecutive months prior to the date of the solicitation and operates or performs business on a day-to-day basis that is a substantial component of the goods or services being offered to the Village; and
6. A minimum of 51 percent of the labor or personnel used to perform the purchase or contract reside in the Upper Keys (MM 72.658 to the Miami-Dade County boundary line) at the time of submittal; and
7. A minimum of 51 percent of the business' owners reside in the Upper Keys (MM 72.658 to the Miami-Dade County boundary line) at the time of submittal.

Matt Satterly
Affiant

Sworn to and subscribed before me, this 11th day of September, 2025.

Marina Ustimova
Notary Public



MARINA USTIMOVA
Notary Public, State of Ohio
My Comm. Expires Nov. 07, 2026

☐ Personally known
☒ Produced identification
☒ Type of identification produced

OK Dr. License

maria bagiotti

From: Stefanie Peel
Sent: Monday, September 22, 2025 8:24 AM
To: Sheila Denoncourt; maria bagiotti; Robert Mather; Andrew Engelmeyer
Subject: FW: Village of Islamorada RFP 25-06 Inquiry

Good morning,

Here are the list of subcontractors for StandGuard.

Please let me know if you have any questions.

Best,

Stefanie M. Peel

Procurement/Capital Assets Administrator
Islamorada, Village of Islands
86800 Overseas Highway
Islamorada, FL 33036
o: 305-664-6420 | e: Stefanie.peel@islamorada.fl.us
[Website](#) | [Facebook](#) | [Instagram](#) | [LinkedIn](#)

From: Matt Satterly <matt@standguardaquatics.com>
Sent: Friday, September 19, 2025 5:24 PM
To: Stefanie Peel <stefanie.peel@islamorada.fl.us>
Subject: Re: Village of Islamorada RFP 25-06 Inquiry

This Message Is From an Untrusted Sender

[Report Suspicious](#)

You have not previously corresponded with this sender.

Hello Stefanie

Per your request, please see the following list of subcontractors we will use for this project.

General Contractor
CBT Construction
Chris Trentine
chris@cbtconstruction.com
305-481-5857
CGC1513423

Plumbing Contractor
Townsend Plumbing
Heath Townsend

townsendplumbing44@gmail.com

305-783-5163

CFC1427099

Electrical Contractor

Wire Nuts

Marni Caputo

slcmmc@aol.com

305-451-0939

EC13005805

Mechanical Contractor

Air Novation

Rolando Mesa

info@airnovation.pro

786-307-4374

CAC1823664

StandGuard has the Commercial Pool Contractor's license and that information was provided with our bid response.

Please let me know if you have any questions or need additional information.

Have a great weekend.

Thanks,

Matt Satterly

StandGuard Aquatics

Office: 844-651-1990

Fax: 855-316-1054

www.standguardaquatics.com

On Thu, Sep 18, 2025 at 11:38 AM Stefanie Peel <stefanie.peel@islamorada.fl.us> wrote:

Good morning,

In reviewing bid documentation for RFP 25-06, it was noted that you all did not provide proof of a general contractor or subcontractors for the project.

We ask that you provide the following information no later than Tuesday, September 23 for consideration:

- General Contractor (including name, contact information, and Florida license number as registered with the DVPR)

- Plumbing Sub-contractor (including name, contact information, and Florida license number as registered with the DVPR)
- Mechanical Sub-contractor (including name, contact information, and Florida license number as registered with the DVPR)
- Electrical Sub-contractor (including name, contact information, and Florida license number as registered with the DVPR)

Please let me know if you have any questions.

Best,
Stefanie

Stefanie M. Peel

Procurement/Capital Assets Administrator

Islamorada, Village of Islands

86800 Overseas Highway

Islamorada, FL 33036

o: 305-664-6420 | e: Stefanie.peel@islamorada.fl.us

[Website](#) | [Facebook](#) | [Instagram](#) | [LinkedIn](#)

****How are we doing? Click [here](#) to complete our Customer Survey****

Please Note: Florida Public Records Law provides that most written communications to or from municipal employees regarding Village business are public records, available to the public and media upon request. Therefore, this email may be subject to public disclosure.



Council Communication

To: Mayor and Village Council
From: Peter Frezza, Environmental Resources Manager
Date: October 7, 2025
SUBJECT: **Resolution Approving Work Authorization No. 1 with WSP USA Inc. for Canal #148 Lower Matecumbe Key Backfilling Restoration Project TAB 20**

Background:

Using results from the Canal Restoration Demonstration Program initiated in 2014, along with water quality data from the Canal Management Master Plan ("CMMP") and the Village's updated canal water quality ranking evaluation, the Village is proposing moving forward with a backfill restoration project at Canal #148 on Lower Matecumbe Key (the "Project"). The backfilling restoration technology has proven to be effective at significantly improving residential canals water column dissolved oxygen content. This has resulted in increased abundance of plant and animal life in the canals following backfilling. Our studies show that water quality in deep residential canals cannot be improved without reducing canal depth.

This Project would continue the Village's commitment to canal restoration project(s) for water quality improvement within canals and near shore waters. It also would meet requirements included within Florida Commerce's amended Chapter 28-19 Land Planning Regulations for the Florida Keys Area of Critical State Concern, which includes a rule for implementation of a Canal Restoration Work Program and the completion of canal restoration projects.

Analysis:

Effective August 29, 2025, the Village and WSP USA Inc. ("WSP"), entered into a Non-Exclusive Continuing Services Agreement ("CSA") for professional engineering support services. WSP is a multidisciplinary firm with local staff that has served the Village and Monroe County to implement the CMMP for the past ten (12) years. Exhibit "A" to the attached Resolution is proposed Work Authorization No. 1 between the Village and WSP for Engineering, Environmental Permitting and Support Services for the Backfilling Restoration Project at a cost not to exceed \$72,062.07. Work Authorization No. 1 would become effective upon full execution and continue through December 31, 2027. Under this agreement, outlined in the Scope of Services within Exhibit "1", WSP will provide feasibility evaluation and community outreach meetings, data collection, design, permitting, bid support (the "Services"). These efforts would result in the information necessary to move into construction of the Project. The time frame for completion of this phase of the Project, as indicated within the Project schedule in Exhibit 1, is estimated by WSP to be twelve months.

Budget Impact:

The Village included \$75,000.00 for this canal restoration Project in the FY 2025-2026 budget within the Capital Project Fund, of which this agreement is for an amount not to exceed \$72,062.07.

Staff Impact:

The Village's Environmental Resources Manager would manage the agreement with WSP and along with Public Works staff would assist WSP with any environmental or engineering questions or issues that arise. The Village's Finance department would track the expenditures. Staff time spent dedicated to this project is anticipated to be two hours per week.

Recommendation:

Staff recommends that the Village Council approve and adopt the attached Resolution, thereby authorizing Work Authorization No. 1 with WSP for the services.

- Attachments:**
1. Resolution_WSP_Canal 148 Backfill_100725 RVCM
 2. Exhibit A_WA# 1_WSP - Canal 148 Backfill_100725
 3. Ex. 1_Village of Islamorada - Canal #148 Lower Matecumbe Organic Removal proposal_06-27-2025 - Copy

RESOLUTION NO. 25-

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING WORK AUTHORIZATION NO. 1 WITH WSP USA INC. FOR PROFESSIONAL SERVICES FOR CANAL #148 LOWER MATECUMBE KEY BACKFILLING RESTORATION PROJECT; AUTHORIZING VILLAGE OFFICIALS TO IMPLEMENT THE TERMS AND CONDITIONS OF WORK AUTHORIZATION NO. 1; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE PROJECT AGREEMENT FOR WORK AUTHORIZATION NO. 1; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, Islamorada, Village of Islands (the "Village"), has committed to canal restoration efforts with the goal of improving water quality conditions within canals and nearshore waters as outlined in the Village's Canal Management Master Plan; and

WHEREAS, backfilling has been identified as one of the most effective canal restoration technologies; and

WHEREAS, the Village is in need of an independent contractor to provide the necessary engineering services to complete the feasibility evaluation, data collection, design, permitting, and bid support needed to move the backfill restoration project at Canal #148 on Lower Matecumbe Key (the "Project") to construction; and

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

WHEREAS, WSP has proposed to perform these services as outlined in the Scope of Services within Exhibit "1" (the "Services") in an amount not to exceed Seventy-two Thousand Sixty-two Dollars and Seven Cents (\$72,062.07); and

WHEREAS, Village staff have identified the Capital Project Fund as an appropriate funding

source for the Project, including the Services and have included the expenditure in the FY 2025-2026 budget; and

WHEREAS, the Village Council of Islamorada, Village of Islands (the "Village Council"), has determined that approval of the Work Authorization No. 1 with WSP is in the best interest of the Village and its residents.

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

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

Section 2. Approval of Work Authorization. The Village Council hereby approves Work Authorization No. 1 with WSP for completion of the Canal #148 Backfilling Restoration Project, as set forth in Exhibit "A" attached hereto.

Section 3. Authorization of Village Officials. The Village Manager and/or designee and the Village Attorney are authorized to take all actions necessary to implement the terms and conditions of the Work Authorization No. 1.

Section 4. Authorization of Fund Expenditure. Notwithstanding the limitations imposed upon the Village Manager pursuant to the Village's Purchasing Procedures Ordinance, the Village Manager is authorized to expend budgeted funds to implement the terms and conditions of the Work Authorization No. 1.

Section 5. Authorization of Work Authorization Execution. The Village Manager is authorized to execute the Work Authorization with WSP on behalf of the Village and to execute

any extension and amendments to the Agreement, subject to approval as to form and legality by the Village Attorney.

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

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

Motion to adopt by _____, seconded by _____.

FINAL VOTE AT ADOPTION

VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS

Mayor Sharon Mahoney _____

Vice Mayor Don Horton _____

Council Member Steve Friedman _____

Council Member Deb Gillis _____

Council Member Anna Richards _____

PASSED AND ADOPTED THIS ____ DAY OF _____, 2025.

MAYOR

ATTEST:

MARNE MCGRATH, VILLAGE CLERK

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

JOHN J. QUICK, VILLAGE ATTORNEY

PROJECT AGREEMENT

Between

ISLAMORADA, VILLAGE OF ISLANDS

And

WSP USA INC.

For

Work Authorization No. 1

Engineering, Environmental, and Support Services

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

WHEREAS, the VILLAGE and CONSULTANT have entered into a continuing services agreement dated August 29, 2025, pursuant to RFQ #25-01, (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. 1 for the CONSULTANT to complete community outreach meetings, data collection/processing, design, permitting and bid support (the "Services") for the Canal #148 Lower Matecumbe Key Backfilling Project (the "Project"), as more further described in Exhibit "1" attached hereto, in accordance with the terms and conditions of this Work Authorization No. 1.

The VILLAGE and CONSULTANT agree as follows:

SECTION 1. SCOPE OF SERVICES

1.1 The CONSULTANT shall provide environmental services to the VILLAGE for the Project as described in the "Project Description" attached as Exhibit "1" to complete the Canal Restoration Design and Permitting Project.

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

1.3 The VILLAGE may request changes that would increase, decrease, or otherwise modify the Scope of Services. Such changes must be contained in a written change order

executed by the parties in accordance with the provisions of the Continuing Contract, prior to any deviation from the terms of the Project Agreement, including the initiation of any extra work.

SECTION 2. DELIVERABLES

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

- *Assistance with Access Agreement/Easement for staging area;*
- *Notification letters to property owners;*
- *Bathymetric and Topographic Survey, electronic copies of Engineering, and Ecological Reports;*
- *Electronic copies of the final design plans and technical specifications;*
- *Completion and submittal of required agency permit applications;*
- *Responses to requests for additional information from permitting agencies;*
- *1) Electronic copy of the public notice of advertisement for the bid; 2) electronic access to all inquiries, questions, and comments regarding the bid documents; 3) electronic copy of bid package.*

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

SECTION 3. TERM/TIME OF PERFORMANCE/DAMAGES

3.1 Term. This Project Agreement shall commence on the date this Agreement is fully executed by all parties and shall continue in full force and effect through, **December 31, 2027**, unless otherwise terminated pursuant to Section 6 or other applicable provisions of this Project Agreement. The Village Manager may extend the term of this Agreement through written notification to the CONSULTANT. Such extension shall not exceed (30) days. No further extensions of this Agreement shall be effective unless authorized by the Village Council.

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

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

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

SECTION 4. AMOUNT, BASIS AND METHOD OF COMPENSATION

4.1 Lump Sum Compensation. VILLAGE agrees to pay CONSULTANT an amount not to exceed Seventy-two Thousand Sixty-two Dollars and Seven Cents **(\$72,062.07)** as compensation for performance of all Services related to the Project. It is understood that the method of compensation is that of lump sum which means that CONSULTANT shall perform all Services set forth for total compensation in the amount stated above. Said lump sum includes but is not limited to, compensation for all fees, expenses, and out-of-pocket costs of the CONSULTANT.

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

SECTION 5. BILLING AND PAYMENTS TO THE CONSULTANT

5.1 Invoices.

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

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

5.2 Suspension of Payment. In the event that the VILLAGE becomes credibly informed that any representations of the CONSULTANT, provided pursuant to Subparagraph 5.1, are wholly or partially inaccurate, or in the event that the CONSULTANT is not in compliance with any term or condition of this Project Agreement, the VILLAGE may withhold payment of sums then or in

the future otherwise due to the CONSULTANT until the inaccuracy, or other breach of Project Agreement, and the cause thereof, is corrected to the VILLAGE'S reasonable satisfaction.

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

SECTION 6. TERMINATION/SUSPENSION

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

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

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

6.4 Suspension for Convenience. The VILLAGE shall have the right at any time to direct the CONSULTANT to suspend its performance, or any designated part thereof, for any reason whatsoever, or without reason, for a cumulative period of up to five (5) calendar days. If any such suspension is directed by the VILLAGE, the CONSULTANT shall immediately comply with same. In the event the VILLAGE directs a suspension of performance as provided herein, through no fault of the CONSULTANT, the VILLAGE shall pay the CONSULTANT as full compensation for such suspension the CONSULTANT'S reasonable costs, actually incurred and paid, of demobilization and remobilization.

SECTION 7. PERSONNEL ASSIGNED TO PROJECT

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

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

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

SECTION 8. INCORPORATION OF CONTINUING CONTRACT

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

SECTION 9. SEVERABILITY

If any provision of this Project Agreement or its application to any person or situation shall to any extent, be invalid or unenforceable, the remainder of this Project Agreement, and the application of such provisions to persons or situations other than those to which it shall have been

held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

SECTION 10. MISCELLANEOUS

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

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

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

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

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

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

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

[Remainder of this page intentionally left blank]

Affidavit Attesting to Noncoercive Conduct for Labor or Services

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

Vendor FEIN: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone number: _____ Email Address: _____

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

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

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

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

Written Declaration

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

By: _____

Authorized Signature

Print Name and Title: _____

Date: _____

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

VILLAGE

ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA

By: _____
Ron Saunders, Village Manager

The ____ day of _____, 20__.

AUTHENTICATION:

Marne McGrath, Village Clerk

(SEAL)

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

John J. Quick, Village Attorney

CONSULTANT

WSP USA INC.

By:_____

Print Name:_____

Title:_____

The ____ day of _____, 20__.

AUTHENTICATE:

Secretary

Print Name

WITNESSES:

Print Name:_____

Print Name:_____



Exhibit "1"

16250 NW 59th Ave., Suite 206
Miami Lakes, FL 33014

wsp.com

June 27, 2025

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

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

RE: **Proposal for Canal #148 Lower Matecumbe Key Organic Removal and Backfilling**
WSP Opportunity No.: 2025US432726

Dear Mr. Frezza,

WSP USA Inc. (WSP) is pleased to provide this proposal for continued professional services related to the Canal #148 Lower Matecumbe Key Organic Removal and Backfilling Project. This proposal is based upon discussions with Village staff in continuing to meet the deliverables outlined in the Canal Work Program Chapter 28-19 Land Planning Regulations for The Florida Keys Area of Critical State Concern, Islamorada, Village of Islands.

Background

Monroe County, Village of Islamorada, and the City of Marathon completed a canal restoration demonstration program in 2014 to evaluate the effectiveness and feasibility of implementing the selected canal restoration technologies to improve water quality. The technologies were as follows:

- Backfilling;
- Weed gates and air curtains;
- Culvert installation;
- Organic removal; and
- Aeration.

The installation of an air curtain with shallow water diffusers and compressors were one of the demonstration projects installed at the mouth of Canal 148 to evaluate the effectiveness of improving the water quality with a standalone air curtain.

Upon installation of these technologies, FIU was contracted to develop a water quality monitoring program that compared water quality data from demonstration canals with similar canals that were not included in the restoration program. The objective of the monitoring program was to provide data needed to make unbiased, statistically rigorous statements about the status and temporal trends of water quality parameters in the remediated canals.

Based on data collected during the limited monitoring period, FIU made the following conclusions about the organic muck removal, backfilling, and air curtain technology(s):

Since the implementation of this technology (organic muck removal), water quality parameters for canals treated only with organic removal have shown no improvement. Monitoring of canals that were treated with organic removal coupled with a weed barrier has yielded more positive results. The study found that without being combined with an air curtain, seaweed would continue to flow into the canal and begin decaying, rendering organic removal less effective; and

This technique (backfilling) resulted in an immediate change in the canal's water quality by significantly improving the water column's DO content. The study from FIU concluded that for deep canals, water quality in residential canals cannot be improved without reducing canal depth. FIU went further in saying that it recommended that bottom elevations within residential canals should be raised to a depth shallower than approximately 7 ft.;

The use of air curtains or weed gates appeared to be effective in reducing the amount of seaweed wrack entering the canals; however, canals that only implemented a weed barrier as their treatment method displayed no improvement in water quality parameters.

Using these results from the Demonstration Program along with water quality data from the Canal Management Master Plan, the Village of Islamorada is moving forward with an organic muck removal and backfill to compliment the working air curtain system to restore the water quality within Canal #148.



Scope of Services

Task 1: Feasibility Evaluation and Community Outreach Meetings

WSP will work with the Village to determine the most feasible staging area for the project and decide on whether to move forward with Canal #148. Upon verbal approval for staging/equipment area use, an access agreement/easement will be prepared for approval by the Village, and signatures will be obtained from the property owner.

WSP will prepare and distribute via certified mail a notification letter to all property owners on the canal discussing the proposed restoration and attend one (1) neighborhood public meeting to discuss the proposed project.

Task 2: Data Collection/Processing

WSP will conduct one (1) bathymetric and topographic survey for the affected canal area and surrounding structures within the project boundary. The bathymetric surveys will be carried out utilizing a survey-grade GPS unit operating in Real Time Kinematic (RTK) mode mounted atop an adjustable height rod. This apparatus will be used in a boat to traverse the canal area as best as possible to establish a grid of canal bottom elevations sufficient to develop a digital elevation model. The topographic data will be acquired using traditional survey methodologies for the road, existing utilities, private property, and any other significant structure within the project boundary. Jurisdictional wetland lines and associated water elevations will be determined as required for permitting. Topographic and bathymetric maps will be prepared for the design and permitting of the project. The survey and subsequent work will be relative to the North American Datum of 1983/2007 Adjustment (NAD83/07) and the North American Vertical Datum of 1988 (NAVD88) based on nearby National Geodetic Survey (NOS) and/or Florida Department of Transportation (FDOT) horizontal and vertical geodetic control monuments. Surveying and mapping services associated with this assignment will conform with the applicable requirements of the Department's Bureau of Survey and Mapping, and applicable sections of Florida Administrative Rule Chapter 5J-17, Standards of Practice, under Chapter 472, Florida Statutes.

WSP shall conduct a determination of the boundaries of jurisdictional waters of the U.S., including wetlands, on the subject site as required for permitting. Wetlands will be defined using the Routine on Site Determination method as described in the 1987 United States Army Corps of Engineers (USACE) Corps of Engineers Wetlands Delineation Manual or the Delineation of the Landward Extent of Wetlands and Surface Waters [Florida Department of Environmental Protection (FDEP), Chapter 62.340, F.A.C.]. Both protocols use a series of tests to address three characteristics of wetlands, including the presence/absence of hydrophytic vegetation, wetland hydrology, and hydric soils. Before the site visit, WSP will research and assemble available soil surveys, site topographic maps, and National Wetland Inventory maps to preliminarily identify potential waters of the U.S., wetlands, and streams. WSP will then conduct the field visit to characterize the delineated wetlands. Delineation includes on-site determination, marking in the field with a handheld GPS unit (sub-meter accuracy), and flagging of the aerial extent of each wetland (if any). If any wetlands are identified, then a Uniform Mitigation Assessment Method (UMAM) form will be completed. In conjunction with the wetland delineation, a threatened and endangered species survey is required in an Environmental Resource Permit (ERP) for the proposed action. WSP scientists permitted by the Florida Keys National Marine Sanctuary (FKNMS) will conduct an in-

water survey of the benthos to identify the presence of sensitive aquatic resources (i.e., seagrasses, corals, or sponges) within the immediate area of the project.

WSP will collect 3 soil cores from the canal to characterize the sediment composition in the project area. The sediment cores will be classified in the field using the Unified Soil Classification System (USCS), including apparent grain size distribution, apparent organic content, and apparent plasticity. Soil samples will be collected from the sediment cores for laboratory testing to determine disposal options. The tests will be performed by a State National Environmental Laboratory Accreditation Conference (NELAC) certified laboratory. DEP has previously indicated that the following tests are required:

- Organochlorine Pesticides and PCBs by 8081 /8082;
- Chlorinated Herbicides by 8151;
- Eight (8) RCRA Metals by 6010/7471;
- Copper by 6010;
- Polynuclear Aromatic Hydrocarbons (PAHs) by 8270 low level;
- Total Recoverable Petroleum Hydrocarbons (TRPH) by FL-PRO; and
- TCLP metals.

Additionally, physical testing of one composite sample will be performed by a Consultant Geotechnical Lab and will consist of the following:

- Organic Content by ASTM D-297 4;
- Grain size distribution by ASTM D-422; and
- 200 Mesh Sieve Distribution by ASTM D-1140.

WSP will conduct an engineering site visit to determine the site conditions, such as seawall conditions, existing utilities, and construction staging areas within the project boundary.

Deliverable(s): Bathymetric and Topographic Survey, Engineering and Ecological Reports.

Task 3: Design

WSP will prepare preliminary design plans and technical specifications for the project. The preliminary design plans will consist of an existing site plan, proposed site plan, proposed grading plans, erosion and sediment control plans, and construction details.

WSP will coordinate and hold pre-application permitting meetings with the South Florida Water Management District (SFWMD), USACE, Village, and FKNMS using the preliminary design plans. WSP will prepare meeting minutes and provide them to the Village.

WSP will update the plans and specifications in response to regulatory agency comments. WSP will prepare final design plans, technical specifications, and the engineer's construction cost estimate for the project. The final design plans will include an existing site plan, proposed site plan, proposed grading plans, erosion and sediment control plans, cut/fill analysis, and construction details.

Deliverable(s): An electronic copy of the final design plans and technical specifications.

Task 4: Permitting

WSP will incorporate comments received during the pre-application meetings to complete and submit local, state, and federal permit applications as required, using the final design plans. Permit applications will be submitted to the following agencies:

- SFWMD;
- USACE;
- FKNMS; and
- Village.

WSP will respond to Requests for Additional Information for each permit application. If impacts to wetlands or benthic resources are identified, WSP will coordinate appropriate mitigation either onsite or through the purchase of mitigation credits.

Deliverable(s): A list of all required permits, identifying issue dates and issuing authorities, and electronic copies.

Task 5: Support in Procurement of a Construction Contractor

Upon completion of the Construction Documents, WSP will assist the Village, which will be procuring the construction of the restoration, with the necessary procurement documents and meetings. WSP will provide the following services to assist The Village in the procurement of a contractor for the construction of the restoration:

- Prepare a Request for Proposal Package for Village review, which will include the 100% Construction documents completed by WSP.
- Respond to applicable Proposers' Requests for Information (RFI's) and assist in the preparation of Addenda, including revising the Request for Proposal Documents, as required.
- Attend a Pre-Proposal Conference and site walk-through and prepare meeting minutes. Conduct a Responsibility Review of the Apparent Low Bidder under the requirements.
- Attend a Pre-Award Conference to discuss the Proposer's qualifications and understanding of the Project, if required.

Deliverable(s): 1) Electronic copy of public notice of advertisement for the bid; 2) electronic access to all inquiries, questions, and comments regarding the bid documents; 3) electronic copy of bid package.

Schedule

We will begin work on this project after receiving the written contract authorization. We have prepared a Preliminary Schedule outlining the major tasks of the proposed work.

The anticipated time frame for project execution is nine months, with each task to be completed within the number of months indicated below from the written Notice-to-Proceed (NTP):

ACTIVITY	MONTHS
Feasibility Evaluation and Community Outreach Meetings	Two (2) Months
Data Collection	Four (4) Months
Design	Seven (7) Months
Permitting	Ten (10) Months
Procurement	Twelve (12) Months

Compensation

Fees for the services described above will be charged on a lump-sum basis. The proposed fee includes the labor and expenses that can reasonably be anticipated to complete the scope of services as proposed, as well as travel costs and expendable supplies. The total proposed fee is **\$72,062.07**.

Task 1:	Community Outreach Meetings and Surveys	\$4,181.38
Task 2:	Data Collection/Processing	\$30,500.69
Task 3:	Design	\$17,034.00
Task 4:	Permitting	\$14,629.00
Task 5:	Support in Procurement of a Construction Contractor	<u>\$5,717.00</u>
Total:		\$72,062.07

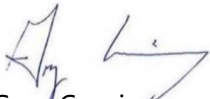
This proposal is good for 60 days or the contract end date, whichever is sooner. The terms and conditions of the Non-Exclusive Continuing Services Agreement between Islamorada, Village of Islands, and WSP USA Inc. (WSP), dated August 14, 2020, are incorporated by reference.

Closing

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

Sincerely,

WSP USA Inc.



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

GC/sg



Council Communication

To: Mayor and Village Council
From: Peter Frezza, Environmental Resources Manager
Date: October 7, 2025
SUBJECT: **Ordinance Creating a Slow Speed/Minimum Wake Zone for Starcks Wheel Ditch - Second Reading TAB 21**

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. At its September 9, 2025 Village Council meeting, the Village Council considered the Ordinance on first reading and passed the Ordinance by a 5-0 vote.

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 second reading.

- Attachments:**
1. Ordinance_4AY755202-Ordinance creating slow speed minimum wake zone for Starcks Wheel Ditch
 2. Exhibit B_Buoy Location Map
 3. 4BX1489-Business Impact Estimate - Starcks Wheel Ditch

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 Steve Friedman, who moved its adoption on first reading. This motion was seconded by Anna Richards, and upon being put to a vote, the vote was as follows:

Mayor Sharon Mahoney	<u>Yes</u>
Vice Mayor Don Horton	<u>Yes</u>
Councilwoman Deb Gillis	<u>Yes</u>
Councilman Steve Friedman	<u>Yes</u>
Councilwoman Anna Richards	<u>Yes</u>

PASSED on first reading this 9th day of September, 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

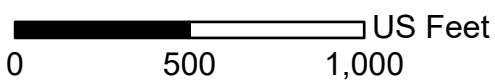
JOHN J. QUICK, VILLAGE ATTORNEY

Exhibit "B"



State of Florida, Maxar, Esri Community Maps Contributors, FDEP, © OpenStreetMap, Microsoft, Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA, USFWS

Sources: ESRI 2021, WSP 2025



Starck's Wheel Ditch Slow Speed/Minimum Wake Zone

Created 7/7/2025

WSP US0041689.9896





Meeting Date: October 7, 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 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

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 create a slow speed/minimum wake zone through portions of Starcks Wheel Ditch.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the municipality, including the following, if any:

- (a) An estimate of direct compliance costs that businesses may reasonably incur if the ordinance is enacted:

Creating a slow speed/minimum wake zone through portions of Starcks Wheel Ditch is not intended to impact any business in the Village.

- (b)** Identification of any new charge or fee on businesses subject to the proposed ordinance, or for which businesses will be financially responsible:

Creating a slow speed/minimum wake zone through portions of Starcks Wheel Ditch 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, as enforcement will be done through a duly authorized law enforcement officer.

- 3.** A good faith estimate of the number of businesses likely to be impacted by the ordinance:

Creating a slow speed/minimum wake zone through portions of Starcks Wheel Ditch 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: John Quick, Interim Village Attorney
Date: October 7, 2025
SUBJECT: Ordinance Amending Animal Control Regulations Related to Peafowl -
Second Reading TAB 22

Background:

During the July regular Village Council meeting, Council gave direction to staff to prepare specific animal control regulations related to peafowl.

The ordinance was approved on first reading on September 9, 2025.

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
 2. 4BX1345-Business Impact Estimate - peafowl ordinance

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 PEA FOWL
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 Don Horton, who moved its adoption on first reading. This motion was seconded by Anna Richards, and upon being put to a vote, the vote was as follows:

Mayor Sharon Mahoney	<u>Yes</u>
Vice Mayor Don Horton	<u>Yes</u>
Councilwoman Deb Gillis	<u>Yes</u>
Councilman Steve Friedman	<u>Yes</u>
Councilwoman Anna Richards	<u>Yes</u>

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

The foregoing Ordinance was offered by _____, who moved its adoption on second reading. This motion was seconded by _____, and upon being put to a vote, the vote was as follows:

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

PASSED AND ADOPTED on the second reading this ____ day of _____, 2025.

SHARON MAHONEY, MAYOR

ATTEST:

MARNE MCGRATH, VILLAGE CLERK

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

JOHN J. QUICK, VILLAGE ATTORNEY



Meeting Date: October 7, 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 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

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 prohibit the feeding of peafowl. The proposed ordinance would also prohibit the removal of peafowl and their eggs, with the exception of: (a) properties zoned as agriculture with a bona fide agricultural use; and (b) the removal of peafowl and peafowl eggs from one's own property in a manner which does not harm the peafowl or eggs.

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:

Regulating the feeding and removal of peafowl 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:

Regulating the feeding and removal of peafowl 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, as enforcement will be done through Monroe County.

3. A good faith estimate of the number of businesses likely to be impacted by the ordinance:

Regulating the feeding and removal of peafowl 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: John Quick, Interim Village Attorney
Date: October 7, 2025
SUBJECT: **Ordinance Establishing 20 Miles per Hour Speed Zone on Cortez Drive - Second Reading TAB 23**

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.

The ordinance was approved on first reading on September 9, 2025.

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

2. 4BX1386-Business Impact Estimate - Cortez Drive speed limit

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 Steve Friedman, who moved its adoption on first reading. This motion was seconded by Deb Gillis, and upon being put to a vote, the vote was as follows:

Mayor Sharon Mahoney	<u>Yes</u>
Vice Mayor Don Horton	<u>Yes</u>
Councilwoman Deb Gillis	<u>Yes</u>
Councilman Steve Friedman	<u>Yes</u>
Councilwoman Anna Richards	<u>Yes</u>

PASSED on first reading this 9th day of September, 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



Meeting Date: October 7, 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 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

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 add Cortez Drive to the list of residential streets with a 20-mile per hour speed limit.

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:

Reducing the speed limit on Cortez Drive from 25 mph to 20 mph 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:

Reducing the speed limit on Cortez Drive from 25 mph to 20 mph 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, as enforcement will be done through the Monroe County Sheriff's Office.

- 3.** A good faith estimate of the number of businesses likely to be impacted by the ordinance:

Reducing the speed limit on Cortez Drive from 25 mph to 20 mph 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: Jennifer DeBoisbriand , Planning Director, John Quick, Interim Village Attorney
Date: October 7, 2025
SUBJECT: **Ordinance Amending Section 30-103 - Eliminating LPA Term Limits - First Reading TAB 24**

Background:

Earlier this year the Village Council when the Village Council reviewed Committee appointments, they had a discussion regarding the LPA and the Code requiring term limits for the LPA. At that time the Village Council wanted all Committees to be consistent.

Analysis:

This ordinance removes term limits for the LPA to make the LPA terms consistent with the rest of the Committees in the Village. This amendment was Council directed.

At its meeting on September 15, 2025, the LPA voted unanimously to recommend approval of this ordinance.

Budget Impact:

None

Staff Impact:

None

Recommendation:

Staff recommends approval of this ordinance.

Attachments: 1. 4B45952-Ordinance removing term limits for LPA (002)

ORDINANCE NO. ____

**AN ORDINANCE OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA,
AMENDING CHAPTER 30 "LAND DEVELOPMENT REGULATIONS",
ARTICLE III "DECISION MAKING AND OTHER ADMINISTRATIVE
BODIES", DIVISION 3 "LOCAL PLANNING AGENCY", SECTION 30-103
OF THE VILLAGE CODE RELATING TO APPOINTMENT, REMOVAL,
TERMS, AND VACANCIES; PROVIDING FOR SEVERABILITY; PROVIDING
FOR INCLUSION IN THE CODE; AND PROVIDING FOR AN EFFECTIVE
DATE**

WHEREAS, the Village Council of Islamorada, Village of Islands (the "Village Council") has a number of boards, committees and commissions of the Village that requires the Village Council to appoint members periodically; and

WHEREAS, the Village Council desires to provide uniform term limits for members of the various boards, committees and commissions of the Village; and

WHEREAS, the Village currently has boards, committees and commissions with no specific term limits, however, the Local Planning Agency ("LPA") does include a specific term limit for its members; and

WHEREAS, the Village Council finds that eliminating the LPA term limits and providing uniform term restrictions for members of all boards, committees and commissions is in the best interests of the Village and its residents.

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

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

Section 2. **Amendments to the Code.**

Section 30-103 entitled "Membership: Appointment, Removal, Terms, And Vacancies", is hereby

amended to read as follows:¹

DIVISION 3. - LOCAL PLANNING AGENCY

Sec. 30-103. Membership: appointment, removal, terms, and vacancies.

1. (a) The local planning agency shall be comprised of seven voting members. Each member shall serve for a term of two (2) years, with the terms of the members being staggered. Local planning agency member appointment, when available, shall be made during a regular village council meeting in May of each year, and the term of the local planning agency members shall continue until appointments are made at a regular village council meeting in May of the following year. The appoint process shall be conducted in accordance with Chapter 2, Article V. In the event that the regular village council meeting in May is cancelled, the term of local planning agency members shall not expire until appointments are made at the next regular village council meeting.
2. Where required by state statute, by majority vote the village council may appoint individuals, organizations or their designee to serve in an advisory capacity as nonvoting members of the local planning agency. These nonvoting members may include, but are not limited to, representatives of area schools or the county school board.
3. One member of each village established citizens' advisory committee and the Historic Preservation Commission may serve as a voting member of the local planning agency . One or more members of the local planning agency may serve on a village established charter review committee.
4. The village council may replace a local planning agency member with or without cause at any regular village council meeting. Replacements shall serve the remainder of the original term. Nonvoting members may be removed by majority vote of the village council without cause.
5. ~~No voting member shall serve more than two (2) consecutive terms unless the village council votes by super majority (four/fifths votes) to approve re-appointment for additional consecutive terms.~~
65. At an annual organizational meeting, the members of the local planning agency shall elect one of their members as chairman and one as vice-chairman. In the absence of the chairman, the vice-chairman shall act as the chairman and shall have all the powers of the chairman. The chairman shall serve a term of one year. No member shall serve as chairman for more than two consecutive terms unless the local planning agency votes by super majority (majority plus one of voting members present and voting) to approve re-appointment for additional consecutive terms.
76. The chairman (or vice-chairman acting in the capacity of chairman) shall serve as the presiding officer of any meeting of the local planning agency. The presiding officer or designee shall be in

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.

charge of all proceedings before the local planning agency, and shall take such action as shall be necessary to preserve order and the integrity of all proceedings before the local planning agency. In the event that the chairman or vice-chairman are unavailable, the voting members of the local planning agency who are present shall by majority vote select a voting member to act as presiding officer for the meeting in question.

87. Should any voting member of the local planning agency miss three consecutive meetings without being excused by the chairman, whether regular meetings or special meetings, that person shall be disqualified as a voting member of the local planning agency. Thereafter, village council shall fill the vacancy thereby created as soon as practicable.

98. All provisions of Chapter 2, Article V entitled "Village Boards, Committees and Commissions" of the Code not inconsistent with the provision of this section 30-103 shall apply.

Section 3. Repeal of Conflicting Provisions. The Provisions of the Village 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 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 not become effective until a final Order has been issued by the State Land Planning Agency finding the Land Development Regulation in compliance with the Comprehensive Plan and the Principles for Guiding Development. If timely challenged, the Land Development Regulation does not become effective until the challenge to the order is resolved pursuant to Chapter 120, Florida Statutes.

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: Jennifer DeBoisbriand , Planning Director
Date: October 7, 2025
SUBJECT: **Ordinance Amending 30-851 Relating to Backing Movements or Other Manuvering Within a Street Right of Way - First Reading TAB 25**

Background:

During a discussion about public parking along the right of way, there was a question as to why staff was not proposing angled parking. One of the reasons was because the code prohibits backing movements or other maneuvering within a street right of way. The Village Council directed staff to amend the Code to remove that prohibition when it pertains to a public purpose.

Analysis:

The Village may be interested in creating public parking areas along the right of way of the Old Road. In order to maximize the use of the space, angled spaces will be necessary. This Code amendment allows the Village to create parking spaces that back out into right of ways.

At its meeting on September 15, 2025, the LPA voted unanimously to recommend approval of this ordinance.

Budget Impact:

None

Staff Impact:

None

Recommendation:

Staff recommends approval of this ordinance.

Attachments: 1. 4BB7932-Ordinance related to municipal use parking

ORDINANCE NO. ____

AN ORDINANCE OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, AMENDING CHAPTER 30 "LAND DEVELOPMENT REGULATIONS", ARTICLE V "SCHEDULE OF DISTRICT USE AND DEVELOPMENT STANDARDS", DIVISION 7 "OFF-STREET PARKING, LOADING AND DRIVEWAY STANDARDS", SECTION 30-851 OF THE VILLAGE CODE RELATING TO BACKING MOVEMENTS OR OTHER MANEUVERING WITHIN A STREET RIGHT-OF-WAY; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, on January 24, 2002, the Village Council of Islamorada, Village of Islands ("Village Council") adopted Ordinance No. 02-10, which established the Off-Street Parking, Loading and Driveway Standards within Chapter 30, Article V, Division 7 ("Parking Standards") of the Code of Ordinances ("Code") of Islamorada, Village of Islands, Florida ("Village"); and

WHEREAS, the Village Council desires to amend the regulations related to backing movements or other maneuvering within a street right-of-way; and

WHEREAS, the Village Council finds that allowing for additional parking options on municipal use properties is in the best interests of the Village and its residents.

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

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

Section 2. **Amendments to the Code.**

Section 30-851, entitled "Generally," is hereby amended 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.

DIVISION 3. - OFF-STREET PARKING, LOADING AND DRIVEWAY STANDARDS

Sec. 30-851. Generally.

* * *

(e) General Regulations.

- (1) Requirements for uses not specifically listed herein shall be determined by the director of planning and development services based upon the requirements for comparable uses and upon the particular characteristics of the use.
- (2) Fractional space requirements shall be rounded up to the next whole space.
- (3) For properties containing more than one use, the number of required parking spaces is the cumulative number of spaces for all uses with the exception of approved shared parking.
- (4) The required minimum number of parking and loading spaces shall be reserved for parking purposes and shall not be converted to other uses, unless otherwise authorized in this chapter.
- (5) Parking and loading areas, associated driveways and vehicle maneuvering areas shall be maintained to preserve their intended function and to prevent nuisances or hazards to people, surrounding properties and public rights-of-way.
- (6) Parking and loading areas including driveways and vehicular maneuvering areas shall have clearly defined boundaries, meaning, at a minimum, the existence of a distinct edge to the material used to delineate the parking area, such that the area where the parking is permitted is clearly distinguished from the area where the parking is not permitted.
- (7) Newly constructed or enlarged parking areas, including driveways and vehicular maneuvering areas, shall have sufficient provisions to retain stormwater on-site.
- (8) No parking or loading area may be constructed, added to, or altered (except for routine repairs that do not alter the parking area's size or configuration) until a development approval has been obtained.
- (9) No curb cut or driveway entrance in the street right-of-way shall be constructed unless a permit has first been obtained from the village or the state department of transportation with the coordination of the village.

- (10) Except for residential or public purposes, parking and loading spaces shall be located or served by a driveway that requires no backing movements or other maneuvering within a street right-of-way other than an alley. In no case shall a parking or loading space require backing movements or other maneuvering directly onto the U.S. 1 right-of-way.
- (11) Required parking spaces shall not be used for the storage of vehicles or materials, or for the parking of service vehicles used in conducting the business or use.
- (12) A site plan pursuant to article IV, division 2 of this chapter shall accompany an application for a building permit.

Section 3. Repeal of Conflicting Provisions. The Provisions of the Village 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 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 not become effective until a final Order has been issued by the State Land Planning Agency finding the Land Development Regulation in compliance with the Comprehensive Plan and the Principles for Guiding Development. If timely challenged, the Land Development Regulation does not become effective until the challenge to the order is resolved pursuant to Chapter 120, Florida Statutes.

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 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: Jennifer DeBoisbriand , Planning Director
Date: October 7, 2025
SUBJECT: **Administrative Appeal of Dwelling Unit Determination for 82935, 82925 and 82929 Overseas Hwy TAB 26**

Background:

The subject properties are located at 82935, 82929 and 82925 Overseas Highway with the Real Estate Numbers 00403650-000000, 00403640-000000 and 00403630-000000 (the "Property"), and are within the Village Center (VC) zoning district.

In December of 2023, the Applicant requested a dwelling unit determination for the three properties he owns. After some research and a couple meetings the Village issued a determination recognizing two (2) legally established market rate dwelling units and 3,456 square feet of non-residential floor area. After the determination was issued the applicant requested reconsideration. The Planning Director was on vacation so to preserve their appeal rights the filed an appeal about a week later. As staff is not able to reconsider its decision, the applicant has asked that the appeal proceed.

Analysis:

Staff's complete analysis of the dwelling unit determination for the three lots owned by the Applicant can be found in the letter dated June 7, 2024. I will highlight some points here. The Village Comprehensive Plan, Chapter 3: Housing Element Data Inventory and Analysis table 3-13: Inventory of Existing Mobile Home Parks did not include or recognize the subject property(s) a lawfully established mobile home park.

The Monroe County zoning regulations did not allow for dwelling units without a primary commercial use. Mobile Homes/Trailer Parks were considered residential under the Monroe County Code.

Village Code Section 30-473 identifies certain criteria used to determine the existence of legally established dwelling units. For property 1 Criteria 1 & 3 have not been met. Property 1 meets the criteria listed in criteria 2 subsections a and b, but not c. The Village does not recognize any legally established dwelling units on Property 1. For property 2 criteria 1 & 3 have not been met. Property 2 meets the criteria listed in criteria 2 subsections a and b, but not c. The Village recognizes one dwelling unit, although the county regulations did not allow it without commercial use, there is some indication a portion of the garage addition was used in conjunction with the auto shop on Property 3. For property 3, Criteria 1 has been met. The Village recognizes one legally established dwelling unit and 3,456 square feet of non-residential floor area on Property 3.

In total the Village recognizes two (2) legally established dwelling units and 3,456 square feet of non-residential floor area.

That Applicant argues that "Howells Trailer Park" was licensed by the Department of Health and FL DBPR as early as 1977. However, our code requires licenses and permits from either Monroe County or the Village and there is a significant lapse in licensing. The licensing stopped sometime in the mid 1980's until about 2013.

The applicant refers to an email from the Florida Keys Electric Cooperative (FKEC) regarding the number of meters on the property. As many of us know, electric meters can be installed on a property for a variety of reasons. Having a meter does not mean there is a separate dwelling unit. That is why the code requires bills/receipts from the utility company.

Finally, the Applicant makes an estoppel argument based on wastewater connections. The number of Equivalent Dwelling Units (EDU's) for wastewater is calculated based on existing usage regardless of permitted uses/structures. Usage is typically calculated by using water records to estimate EDU's. There is no connection between usage and legally established dwelling units.

To succeed on an estoppel claim, the Applicant must show: (1) the Applicant relied in good faith; (2) upon a material act or omission of the Village; and (3) the Applicant made such a substantial change in position or incurred such extensive obligations and expenses in reliance on the act or omission that it would be highly inequitable and unjust to destroy the right the Applicant acquired. Essentially, the Applicant needs to prove that an act or omission by the Village caused the Applicant to expend such a significant amount of funds that not granting them the nine (9) additional dwelling units would be highly inequitable and unjust. The Village is unaware of an act or omission which Applicant relied upon in good faith which would support a claim for equitable estoppel.

After review with legal counsel, staff do not believe that an estoppel argument applies in this case.

Budget Impact:

None

Staff Impact:

None

Recommendation:

Based on the staff analysis and compliance with the Village Code, Staff recommends denial of the appeal.

- Attachments:**
1. Bologna Appeal CC Back up
 2. 4BH1508-PLPRE20230193 Bologna Reso Final v.2



Islamorada, Village of Islands
Planning & Development Services

86800 Overseas Highway, Islamorada, FL 33036

T: 305-664-6400, F: 305-664-6467

APPLICATION FOR ADMINISTRATIVE APPEAL

Pursuant to Code Chapter 30, Article IV, Division 4

Application Type:	Fee:	*Deposit:	Total Fee:
Residential	\$1,800.00	\$500.00	\$2,300.00
Nonresidential	\$3,900.00	\$500.00	\$4,400.00

* A deposit is required for development approval or permits which necessitate additional review and processing, and/or public hearing and notice requirements. Applicants are required to pay a cost recovery deposit which shall be credited toward the fee charged for such additional review and processing and shall pay additional deposits as may be required from time to time. A debit based upon the actual time expended in reviewing an application and the applicable actual amount charged to the Village shall be charged against the cost recovery deposit.

Any person aggrieved by an administrative decision or interpretation of the Director of Planning and Development Services, the Building Official or other Village administrative official regarding the provisions of Chapter 30, Land Development Regulations, of the Code of Ordinances of Islamorada, Village of Islands, may appeal such decision or interpretation. The appeal shall be initiated within 30 days of the date of the administrative decision or interpretation by filing this application with the Director.

APPELLANT:

Name: Gino Bologna and Piera Bologna
Mailing Address: Joanne Marie Pereira, Esq. 88539 Overseas Highway, Tavernier FL 33070
Primary Phone: 305-852-8440 Fax: 305-852-8848
Email: jpereira@hlylaw.com

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

Name: Joanne Marie Pereira, Esq.
Mailing Address: 88539 Overseas Highway, Tavernier FL 33070
Primary Phone: 305-852-8440 Fax: 305-852-8848
Email: jpereira@hlylaw.com

PROPERTY OWNER:

Name: Gino Bologna and Piera Bologna
Mailing Address: Joanne Marie Pereira, Esq. 88539 Overseas Highway, Tavernier FL 33070
Primary Phone: 305-852-8440 Fax: 305-852-8848
Email: jpereira@hlylaw.com

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

Physical Address: 82935 OVERSEAS Hwy, 82929 OVERSEAS Hwy and 82925 OVERSEAS Hwy Mile Marker: 82

Lot: 15 Block: 1 Subdivision: Ocean View

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

Real Estate (RE) Number: 00403650-000000 - 00403640-000000 - 00403630-000000 Alternate Key: 1495964 - 1495956 - 1495948

Zoning District: Village Center (VC) Future Land Use Category: MU

Application for Administrative Appeal

Are there any pending codes violations on the property? ☐ Yes (Case # _____) ☒ No

A COPY OF THE BASIS FOR THE APPEAL IN THE NATURE OF AN INITIAL BRIEF AND ANY EVIDENCE INCLUDING TESTIMONY, AFFIDAVITS AND THE CURRICULUM VITAE OF ANY EXPERT WITNESS THAT WILL BE CALLED MUST BE ATTACHED TO THIS APPLICATION. The brief must at a minimum state all grounds for the appeal, including but not limited to, the law being appealed and any facts necessary for the interpretation of those laws. (Attach additional sheets of paper.)

All of the following must be submitted in order to have a complete application:

- ☒ Correct fee – Total Fee (check or money order to “Islamorada, Village of Islands”, or payment online through the portal)
- ☒ Proof of ownership (i.e. warranty deed)
- ☒ Current property record card(s) from the Monroe County Property Appraiser
- ☒ A copy of the document(s), which comprise the administrative decision being appealed
- ☒ Any evidence and record which forms the basis for the appeal must be submitted with this application
- ☐ Names and addresses of all expert witnesses that you propose to call at the hearing
- ☒ Photograph(s) of site from adjacent roadway(s)
- ☒ Notarized agent authorization letter from all owners of the subject property (if applicable)
- ☐ Signed and sealed boundary survey (if applicable)

If deemed necessary to complete a full review of the application, the Planning and Development Services Department reserves the right to request additional information. If new evidence, or the basis for appeal, is submitted at the hearing, Staff shall request that the hearing be continued to the next meeting so that Staff has the opportunity to prepare a response to the new evidence. If the applicant does not submit the basis for the appeal with the application, Staff will recommend denial of the appeal.

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

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

Signature of Applicant

Date

Print Name:

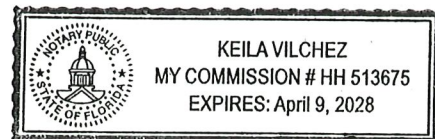
STATE OF

COUNTY OF

Sworn to and subscribed before me by means of ☒ physical appearance or ☐ online notarization, this 8th day of July, 2024, by Joanne Marie Pereira (name of person signing the application) as Agent (type of authority e.g. officer, manager / member, trustee, attorney in fact) for Gino Bologna (name of entity or party on behalf of whom application was executed).

Signature of Notary Public

SEAL:



☒ Personally Known ☐ Produced Identification

Type of ID _____



82935 Overseas Hwy



82935 Overseas Hwy



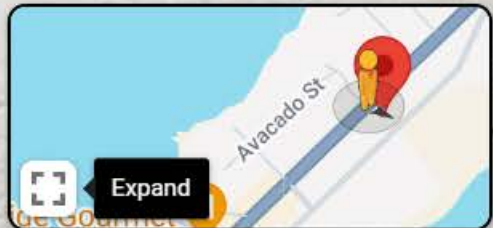
Islamorada, Florida



Google Street View

Jun 2023

[See more dates](#)



Google



Hand-drawn diagram of a rectangular structure, possibly a building or container, with labels and a large 'X' mark.

The diagram shows a rectangle with the following labels:

- Top-left corner: 38'
- Top-right corner: 12'
- Bottom-left corner: 38'
- Bottom-right corner: 12'
- Center: FLA-01

A large 'X' is drawn across the rectangle, with the top-left arm labeled 12' and the bottom-right arm labeled 38'.

[illegible]

BUILDING CHARACTERISTICS					
Quality Grade	300	Improvement Type	R1 Single Family R2 Duplex R3 Triplex R4 Quadplex	R1	
Actual Year Built	1978	- Functional Obsolescence %		(Explain In Notes)	
Multifamily Name	G Multi Family	- Locational Obsolescence %		(Explain In Notes)	
Date of Appraisal	MONTH DAY YEAR 082086	Perimeter			
BUILDING REFINEMENTS					
Type/Method	0	Foundation	1 Wood Piers 2 Concrete Pads - Wood 3 Concrete Block 4 Concrete Slab 5 Continuous Conc. Footer 6 Conc. Pilings - Auger Holes	3	
Burning Fuel/Source	0	Number of Fireplaces			
Flooring	01	Interior Wall/Ceiling	1 Masonry - Minimum 2 Wall Board 3 Dry Wall 4 Plastered 5 Plywood Panel 6 Wood or Custom	05	
Garbage Disposal		Air Conditioning	No	(**Y** if Yes)	
Intercom		Extra Fixture		03	Security

(Howells TRAILER PARK)



32'
24'-01"
32'
12'
FAMILY

D.P. Number	Permit Number	Date Completed	Date Issued	Amount	Description of Construction
-------------	---------------	----------------	-------------	--------	-----------------------------

BUILDING PERMITS

NOTES

Appraiser

Date of Appraisal

MONTH DAY YEAR



Type Code	X if Notes	Number of Units	Unit Type	Economic Life	Year Built	Grade	Length	Width	Depreciated Value
-----------	------------	-----------------	-----------	---------------	------------	-------	--------	-------	-------------------

MISCELLANEOUS IMPROVEMENTS

FIELD NOTES

List Misc. Improvements	No Existing Misc. Improvements	Add to Misc. Improvements	Delete Existing Misc. Improvements	X Indicates Flat Value	
-------------------------	--------------------------------	---------------------------	------------------------------------	------------------------	--

$$\begin{array}{r} 32 \\ \times 32 \\ \hline \end{array}$$
Page 370 of 576

BUILDING REFINEMENTS

Roof Type 1 Flat or Shed 2 Gable or Hip 3 Mansard 4 Irregular - Custom 5 Reinforced Concrete 6 Prestress Concrete 7 Steel Truss	0 1	Heating Type/Method 1 None 2 Wall Heaters 3 Floor Furnace 4 Convection 5 Forced Air Non-Ducted 6 Forced Air Ducted 7 Electric Radiant 8 Hot Water/Steam	0 1	Foundation 1 Wood Piers 2 Concrete Pads - Wood 3 Concrete Block 4 Concrete Slab 5 Continuous Conc. Footer 6 Conc. Pilings - Auger Holes	3
Roof Cover 1 Asphalt/Composition Rolled 2 Metal 3 Asphalt/Composition Shingle 4 Tar & Gravel 5 Wood Shingle 6 Concrete/Clay Tile 7 Minimum	0 2	Heating Fuel/Source 1 Electric 2 Gas 3 Oil 4 None 5 Solar	0 1	Interior Wall/Ceiling 1 Masonary - Minimum 2 Wall Board 3 Dry Wall 4 Plastered 5 Plywood Panel 6 Wood or Custom	0 2
Number of Bedrooms	0 1	Interior Flooring 1 Plywood - Press Board 2 Softwood - Hardwood 3 Concrete Slab 4 Concrete Above Grade 5 Terrazzo 6 Ceramic or Clay Tile 7 Marble	0 1	Air Conditioning Yes	("Y" if Yes) Y
Baths:	4 1	3 Fixtures	1 1	2 Fixture	3
Built-Ins ("Y" if Yes)	Range/Oven Y	Garbage Disposal Y	Intercom Y	Compactor Y	Security Y
Vacuum System	Y	Y	Y	Y	Y

☐	☐	☐	☐	☐
List Misc. Improvements No Existing Misc.	Add to Misc. Improvements	Delete Existing Misc. Improvements Add New Data	X Indicates Flat Value	

Type	Code	X if Notes	Number of Units	Unit Type	Economic Life	Year Built	Grade	Length	Width	Depreciated Value
No Data										

NOTES
 RECHECK ON THIS ENTIRE PARCEL

BUILDING PERMITS					
D.P. Number	Permit Number	Date Completed	Date Issued	Amount	Description of Construction

FOR REFERENCE ONLY

12
 32
 32
 12
 FLA
 CLASSIC



$$\begin{array}{r} 12 \\ 63 \overline{) 777} \\ \underline{39} \\ 39 \\ \underline{0} \end{array}$$
Page 372 of 576



12
39
39
FLA
12

FOR RETIREMENT ONLY

D.P. Number	Permit Number	Date Completed	Date Issued	Amount	Description of Construction
BUILDING PERMITS					

NOTES

Appraiser

Date of Appraisal

MONTH DAY YEAR

Type Code	X If Notes	Number of Units	Unit Type	Economic Life	Year Built	Grade	Length	Width	Depreciated Value										
Handwritten signature: J. D. G. A.																			

FIELD NOTES

☐	☐	☐	☐	☐
List Misc. Improvements No Existing Misc.	Add to Misc. Improvements	Delete Existing Misc. Improvements Add New Data	X Indicates Flat Value	

AK: 1495948

RE: 00403630

PARCEL OR PROPERTY IDENTIFICATION NUMBER

RP
RP
RP
TAG NUMBER

DECLARATION OF MOBILE HOME AS REAL PROPERTY

To the Appraiser and Collector of Monroe County, Florida:

I, the undersigned, request that the mobile home described below be assessed as real property. Said mobile home, of which I am the registered owner, was previously licensed as a motor vehicle.

DESCRIPTION OF MOBILE HOME: SINGLE WIDE ☒ DOUBLE WIDE ☐ TRIPLE WIDE ☐
Does your mobile home have an attachment or utility building? Yes ☐ No ☐

NAME OF MODEL	MANUFACTURER	YEAR MANUFACTURED		
CLAS		83		
IDENTIFICATION NUMBER	SERIAL NUMBER	TITLE NUMBER		
GDOCF150829375		20302886		
YEAR PURCHASED	PRICE NEW	PRICE USED	LENGTH & WIDTH	CONDITION
	\$	\$	36	() NEW () FAIR () () GOOD () POOR REPOSSESSED

The said mobile home was permanently affixed on January 1 of the current year, is now permanently affixed, and it is my intention that the same remain permanently affixed to the following lands owned by me. An assessment for ad valorem taxation has been made on said lands for the current tax year.

DESCRIPTION OF LAND:

Ocean View , Upper Matecumbe
lot 13, Square 1
RP: as 1987

Mobile Home Assessed For Year(s) _____

I hereby make application for the issuance of an "RP" License Plate to identify the above described mobile home as real property.

The statements contained are true to the best of my knowledge and belief.

3-16-90
DATE

Gino D. Bologna
SIGNATURE OF APPLICANT

Gino Bologna
P. O. Box 451
Islamorada, Fl. 33036

PROPERTY APPRAISER TO COMPLETE THIS PORTION

Owner has presented Registration Certificate at time of application. () YES () NO
Owner has presented Bill of Sale at time of application. () YES () NO

I certify that the foregoing return was filed in the office of the property appraiser addressed, and that the above described mobile home is included in an assessment for ad valorem taxation of the property of the person described above as the registered owner of such mobile home.

3-16-90
DATE

Jeannie N. Johnson
PROPERTY APPRAISER Deputy

PROPERTY APPRAISER'S COPY

AK:

DR-402
R. 6/83

AK: 1495948

RE: 00403630

PARCEL OR PROPERTY IDENTIFICATION NUMBER

RP
RP
RP
TAG NUMBER

DECLARATION OF MOBILE HOME AS REAL PROPERTY

To the Appraiser and Collector of Monroe County, Florida:

I, the undersigned, hereby request that the mobile home described below be assessed as real property. Said mobile home, of which I am the registered owner, was previously licensed as a motor vehicle.

DESCRIPTION OF MOBILE HOME: SINGLE WIDE ☒ DOUBLE WIDE ☐ TRIPLE WIDE ☐
Does your mobile home have an attachment or utility building? Yes ☐ No ☐

NAME OF MODEL	MANUFACTURER	YEAR MANUFACTURED
Marathon		1955
IDENTIFICATION NUMBER	SERIAL NUMBER	TITLE NUMBER
E493252		8694605
YEAR PURCHASED	PRICE NEW	PRICE USED
	\$	\$
LENGTH & WIDTH	CONDITION	
	() NEW () FAIR ()	
	() GOOD () POOR REPOSSESSED	

The said mobile home was permanently affixed on January 1 of the current year, is now permanently affixed, and it is my intention that the same remain permanently affixed to the following lands owned by me. An assessment for ad valorem taxation has been made on said lands for the current tax year.

DESCRIPTION OF LAND:

Ocean View, Upper Matecumbe
Lot 13, Square 1
RP: as of 1990
Mobile Home Assessed For Year(s) _____

I hereby make application for the issuance of an "RP" License Plate to identify the above described mobile home as real property.

The statements contained herein are true to the best of my knowledge and belief.

3-16-90
DATE

Gino D. Bologna
SIGNATURE OF APPLICANT

Gino Bologna
P. O. Box 451
Islamorada, Fl. 33036

PROPERTY APPRAISER TO COMPLETE THIS PORTION

Owner has presented Registration Certificate at time of application. () YES () NO

Owner has presented Bill of Sale at time of application. () YES () NO

I hereby certify that the foregoing return was filed in the office of the property appraiser addressed, and that the above described mobile home is included in an assessment for ad valorem taxation of the property of the person described above as the registered owner of such mobile home.

3-16-90
DATE

Jeanne N. Johnson
PROPERTY APPRAISER Deputy

APPRaiser's COPY

००

PC/000

LOT 13 SQR 1

ORL 72-735-736

OR 732-374

OR727-484

TRAILER PARK

LAND COMPUTATIONS

LAND COMPUTATIONS						
QUAN - TYPE -DESC.	SIZE - AREA	UNIT PRICE	D.F.	C.F.	PRICE PER FRONT FOOT	VALUE
Lot 13	50x150					\$800
						6400
						9950
						.
					TOTAL	\$-4000

AK 1495948
RE 01103630
PHOTO - 000000
IMP #2

IMP-2
P1014

PHOTO
MAP # 3

2-11-54
Photo

REAL PROPERTY RECORD CARD

MONROE COUNTY, FLORIDA

VALUATION TOTALS	
19__	LAND
	IMPROVEMENTS
	TOTAL
	LAND
	IMPROVEMENTS
19__	TOTAL
	LAND
	IMPROVEMENTS
	TOTAL
	LAND
19__	IMPROVEMENTS
	TOTAL
	LAND
	IMPROVEMENTS
	TOTAL
19__	LAND
	IMPROVEMENTS
	TOTAL
	LAND
	IMPROVEMENTS
19__	TOTAL
	LAND
	IMPROVEMENTS
	TOTAL
	LAND

— NOTES —

TRAILERS SIT ON THIS
LOT 7/8/77

47,500/77 08

Re 40363 & 40364

61,500/77 265
2 40363, 40364

CONSTRUCTION DATA				
IMPROVEMENT	1	2	3	4
TYPE OF STRUCTURE	INTERIOR FINISH			
	Unfinished			
YEAR BUILT	Wd. or Cell. Bds.			
	Wallboard			
	Plaster, No Furring			
	Plaster, Furring			
	Drywall			
	Wood Panel			
ROOMS				
Total Rooms				
Eff. Apts.				
— Rm. Apts.				
— Rm. Apts.				
No. of Baths				
No. of Rest Rms.				
— Fict. R. Rms.				
— Fict. R. Rms.				
Total Fixtures				
FOUNDATION				
Continuous Wall				
Piers				
Piling				
ADJUSTMENTS				
Frame				
Height				
Front & Interior				
Apt. Equiv.				
Partitions				
Special Use				
EXTERIOR WALLS				
Wallboard				
Corr. Metal				
Corr. Asbestos				
Wd. Fr. Stucco				
Wd. Fr. Asbestos				
C.B. Plain				
C.B. Stucco				
Wd. Fr. Siding				
Tile Stucco				
Brick				
Reinf. Conc.				
Panel, Glass, Mtl.				
ROOF TYPE				
Flat, Shed				
Hip, Gable				
Bar Joist				
Wood Truss				
Prestressed				
Steel Truss				
ROOF MATERIAL				
Sht. Mtl. Roll				
T. & G., B.U.				
Shing., Wd., Etc.				
Shing., Asbestos				
Tile, Cement				
Tile, Clay				
Bermuda				
Slate				
Gypsum				
FLOORS				
None				
Single Pine				
Concrete				
Conc., Asph. Tile				
Conc., Terrazzo				
Double Pine				
Double Hardwood				
Precast Conc.				
Parquet				
Conc. Q. Tile				
Conc. Car. Tile				
Marble				
PLUMBING				
None				
Poor				
Good, Plain				
Good, Tile				
HEATING				
None				
Unit Heat				
Centrl. Heating				
Centrl. Cooling				
Centrl. Cool & Heat				
ELECTRICITY				
None				
Poor				
Average				
Good				
CLASS & SCALE				
CONST. UNITS				
CLASS UNITS				
TOTAL UNITS				
BASE RATE				
ADJ. RATE				
AREA				
E.F.				
E.F.				
REP. COST NEW				
CONDITION				
DEP. REP. VALUE				
DEPRECIATION ADJUSTMENT				
NO.	PHY.	ADJUSTMENT		COND.
1				%
2				
3				
4				

CARD		SCALE 1" =	LAND USE CODE
PLOTTED		FLWK. BY	DATE
RANDOM		CLASS BY	DATE

CONSTRUCTION DATA				
IMPROVEMENT	1	2	3	4
TYPE OF STRUCTURE	Res	Addition		
		9x26		
YEAR BUILT		1966		
ROOMS				
Total Rooms				
Eff. Apts.				
— Rm. Apts.				
No. of Baths				
No. of Rest Rms.	3			
— Fict. R. Rms.				
— Fict. R. Rms.				
Total Fixtures				
FOUNDATION				
Continuous Wall				
Piers				
Piling				
ADJUSTMENTS				
Frame				
Height				
Front & Interior				
Apt. Equiv.				
Partitions				
Special Use				
EXTERIOR WALLS				
Wallboard				
Corr. Metal				
Corr. Asbestos				
Wd. Fr. Stucco				
Wd. Fr. Asbestos				
C.B. Plain				
C.B. Stucco				
Wd. Fr. Siding				
Tile Stucco				
Brick				
Reinf. Conc.				
Panel, Glass, Mtl.				
ROOF TYPE				
Flat, Shed				
Hip, Gable				
Bar Joist				
Wood Truss				
Prestressed				
Steel Truss				
ROOF MATERIAL				
Sht. Mtl. Roll				
T. & G. B.U.				
Shing., Wd., Etc.				
Shing., Asbestos				
Tile, Cement				
Tile, Clay				
Bermuda				
Slate				
Gypsum				
IMPROVEMENT				
Unfinished				
Wd. or Cell. Bds.				
Wallboard				
Plaster, No Furring				
Plaster, Furring				
Drywall				
Wood Panel				
FLOORS				
None				
Single Pine				
Concrete				
Conc., Asph. Tile				
Conc., Terrazzo				
Double Pine				
Double Hardwood				
Precast Conc.				
Parquet				
Conc. Q. Tile				
Conc. Car. Tile				
Marble				
PLUMBING				
None				
Poor				
Good, Plain				
Good, Tile				
HEATING				
None				
Unit Heat				
Centrl. Heating				
Centrl. Cooling				
Centrl. Cool & Heat				
ELECTRICITY				
None				
Poor				
Average				
Good				
CLASS & SCALE				
CONST. UNITS				
CLASS UNITS				
TOTAL UNITS				
BASE RATE				
ADJ. RATE				
AREA				
E.F.				
E.F.				
REP. COST NEW				
CONDITION				
DEP. REP. VALUE				
DEPRECIATION ADJUSTMENT				
NO.	PHY.	ADJUSTMENT	%	COND.
1				
2				
3				
4				

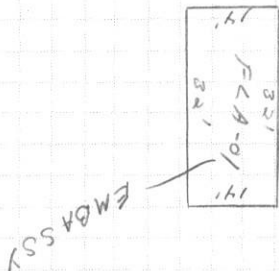
CARD P5		SCALE 1"=	LAND USE CODE
PLOTTED		FLDWK. BY	DATE
RANDOM		CLASSIFIED BY	DATE

BUILDING REFINEMENTS									
Roof Type 1 Flat or Shed 2 Gable or Hip 3 Mansard 4 Irregular - Custom 5 Reinforced Concrete 6 Prestress Concrete 7 Steel Truss	0 1	Heating Type/Method 1 None 2 Wall Heaters 3 Floor Furnace 4 Convection 5 Forced Air Non-Ducted 6 Forced Air Ducted 7 Electric Radiant 8 Hot Water/Steam	0 0	Foundation 1 Wood Piers 2 Concrete Pads - Wood 3 Concrete Block 4 Concrete Slab 5 Continuous Conc. Footer 6 Conc. Pilings - Auger Poles	3				
Roof Cover 1 Asphalt/Composition Rolled 2 Metal 3 Asphalt/Composition Shingle 4 Tar & Gravel 5 Wood Shingle 6 Concrete/Clay Tile 7 Minimum	0 2	Heating Fuel/Source 1 Electric 2 Gas 3 Oil 4 None 5 Solar	0 0	Number of Fireplaces Interior Wall/Ceiling 1 Masonary - Minimum 2 Wall Board 3 Dry Wall 4 Plastered 5 Plywood Panel 6 Wood or Custom	0 5				
Number of Bedrooms	0 1	Interior Flooring 1 Plywood - Press Board 2 Softwood - Hardwood 3 Concrete Slab 4 Concrete Above Grade 5 Terrazzo 6 Ceramic or Clay Tile 7 Marble	0 1	Air Conditioning <i>No</i>	("Y" if Yes) 0 0				
Baths:	0 1	4 Fixtures	0 1	2 Fixture	Extra Fixture 0 3				
Built-Ins ("Y" if Yes)	Range/Oven 0 0	Garbage Disposal 0 0	Compactor 0 0	Vacuum System 0 0	Security 0 0				

Roof Cover		1 Asphalt/Composition Rolled 2 Metal 3 Asphalt/Composition Shingle 4 Tar & Gravel 5 Wood Shingle 6 Concrete/Clay Tile 7 Minimum		0 2		Heating Fuel Source 1 Electric 2 Gas 3 Oil 4 None 5 Solar		0		Number of Fireplaces	
Number of Bedrooms		0 1		Interior Flooring 1 Plywood - Press Board 2 Softwood - Hardwood 3 Concrete Slab 4 Concrete Above Grade 5 Terrazzo 6 Ceramic or Clay Tile 7 Marble		0 1		Interior Wall/Ceiling 1 Masonary - Minimum 2 Wall Board 3 Dry Wall 4 Plastered 5 Plywood Panel 6 Wood or Custom		0 5	
Baths:		4 Fxitures		3 Fxitures		2 Fixture		Extra Fixture		0 3	
Built-Ins ("Y" if Yes)		Range/Oven		Dishwasher		Garbage Disposal		Intercom		Security	

Appraiser		Date of Appraisal		
		MONTH	DAY	YEAR

BUILDING PERMITS					
D.P. Number	Permit Number	Date Completed	Date Issued	Amount	Description of Construction



(HOWELL'S TRAILER PARK)

[illegible]

Appraiser	Date of Appraisal		
	MONTH	DAY	YEAR

NOTES

BUILDING PERMITS					
D.P. Number	Permit Number	Date Completed	Date Issued	Amount	Description of Construction

FOR REFERENCE ONLY



#1-UBa(a) Alum. SHED C'X 41

(HOWELLS TRAILER PARK)

FACE MARKER

~~Key D. H.~~

FIELD NOTES

BUILDING CHARACTERISTICS									
Building Number	4 of 4		Quality Grade	3 0 0		Improvement Type	R 1		
Effective Age Group	Residential 0 - 4 years 5 - 12 years 13 - 20 years 21 - 40 years 41 - 50 years 51 + years		Actual Year Built	1 9 7 8		Functional Obsolescence	%		
Condition	A		SPECIAL ARCHITECTURAL CODES			Locational Obsolescence	%		
Appraiser	0 0 4		Mobile Home	6		Multi Family	%		
Roof Type	0 1		Date of Appraisal			Perimeter	%		
1 Flat or Shed 2 Gable or Hip 3 Mansard 4 Irregular - Custom 5 Reinforced Concrete 6 Prestress Concrete 7 Steel Truss			MONTH DAY YEAR 0 8 2 0 8 6						
BUILDING REFINEMENTS									
Roof Cover	0 2		Heating Type/Method	0		Foundation	3		
Number of Bedrooms	0 1		Heating Fuel/Source	0		Number of Fireplaces	0 5		
Baths:	4		Interior Flooring	0 1		Interior Wall/Ceiling	No		
Built-Ins ("Y" if Yes)	Range/Oven Dishwasher		Garbage Disposal	Intercom		Compactor	Vacuum System		
Security									

FIELD NOTES

NOTES

D.P. Number	Permit Number	Date Completed	Date Issued	Amount	Description of Construction
BUILDING PERMITS					



(Howells Trailer Park)

[illegible]

DR-402
R. 6/83

RE:00403640-000000 Alt. 1495956

PARCEL OR PROPERTY IDENTIFICATION NUMBER

RP

RP

RP

TAG NUMBER

DECLARATION OF MOBILE HOME AS REAL PROPERTYTo the Appraiser and Collector of Monroe County, Florida:

I, the undersigned, hereby request that the mobile home described below be assessed as real property. Said mobile home, of which I am the registered owner, was previously licensed as a motor vehicle.

DESCRIPTION OF MOBILE HOME: SINGLE WIDE ☐ DOUBLE WIDE ☐ TRIPLE WIDE ☐
Does your mobile home have an attachment or utility building? Yes ☐ No ☐

NAME OF MODEL	MANUFACTURER	YEAR MANUFACTURED
FAMI		1980 1981
IDENTIFICATION NUMBER	SERIAL NUMBER	TITLE NUMBER
FH5268		21161358
YEAR PURCHASED	PRICE NEW	PRICE USED
	\$	\$
		LENGTH & WIDTH
		38 L
CONDITION		
() NEW () FAIR ()		
() GOOD () POOR REPOSSESSED		

The said mobile home was permanently affixed on January 1 of the current year, is now permanently affixed, and it is my intention that the same remain permanently affixed to the following lands owned by me. An assessment for ad valorem taxation has been made on said lands for the current tax year.

DESCRIPTION OF LAND:

OCEAN VIEW Square 1 Lot 14

Mobile Home Assessed For Year(s) RP as of 1/1/87

I hereby make application for the issuance of an "RP" License Plate to identify the above described mobile home as real property.

The statements contained herein are true to the best of my knowledge and belief.

Jan. 14, 1987
DATE

X Anna M Howells
SIGNATURE OF APPLICANT
Anna M. Howells
P.O. Box 451 (Howells Jct.)
Islamorada, Fla. 33036

PROPERTY APPRAISER TO COMPLETE THIS PORTION

Owner has presented Registration Certificate at time of application. () YES () NO

Owner has presented Bill of Sale at time of application. () YES () NO

I hereby certify that the foregoing return was filed in the office of the property appraiser addressed, and that the above described mobile home is included in an assessment for ad valorem taxation of the property of the person described above as the registered owner of such mobile home.

Jan. 14, 1987
DATE

E. Hanson Dep. Appr.
PROPERTY APPRAISER

APPRAISER'S COPY

DR 402
R. 7/81

RE:403640-000000 Alt. 1495956

RP

PARCEL OR PROPERTY IDENTIFICATION NUMBER

TAG NUMBER

DECLARATION OF MOBILE HOME AS REAL PROPERTY

To the Appraiser and Collector of Monroe County, Florida:

I, the undersigned, hereby request that the mobile home described below be assessed as real property. Said mobile home, of which I am the registered owner, was previously licensed as a motor vehicle.

DESCRIPTION OF MOBILE HOME:

NAME OF MODEL	MANUFACTURER	YEAR MANUFACTURED		
EMBA		XX 1984		
IDENTIFICATION NUMBER	SERIAL NUMBER	TITLE NUMBER		
GDOCFL418310178		20954555		
YEAR PURCHASED	PRICE NEW	PRICE USED	LENGTH & WIDTH	CONDITION
	\$	\$	32 L	() NEW () FAIR () () GOOD () POOR REPOSSESSED

The said mobile home was permanently affixed on January 1 of the current year, is now permanently affixed, and it is my intention that the same remain permanently affixed to the following lands owned by me. An assessment for ad valorem taxation has been made on said lands for the current tax year.

DESCRIPTION OF LAND:

OCEAN VIEW SQUARE 1 Lot 14

Mobile Home Assessed For Year(s) ~~XXXXXX~~ Jan. 1, 1987

I hereby make application for the issuance of an "RP" License Plate to identify the above described mobile home as real property.

The statements contained herein are true to the best of my knowledge and belief.

Jan. 14, 1987

DATE

Anna M. Howells
SIGNATURE OF APPLICANT

Anna M. Howells
P.O. Box 451 (Howells Jct.)
Islamorada, Fla. 33036

PROPERTY APPRAISER TO COMPLETE THIS PORTION

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Owner has presented Bill of Sale at time of application. () YES () NO

I hereby certify that the foregoing return was filed in the office of the property appraiser addressed, and that the above described mobile home is included in an assessment for ad valorem taxation of the property of the person described above as the registered owner of such mobile home.

Jan. 14, 1987

DATE

E. Hanson
PROPERTY APPRAISER

Dep. Appr.

APPRAISER'S COPY

DR-402
R. 6/83

00403640-000000

Alt. 1495956

PARCEL OR PROPERTY IDENTIFICATION NUMBER

RP
RP
RP

TAG NUMBER

DECLARATION OF MOBILE HOME AS REAL PROPERTYTo the Appraiser and Collector of Monroe County, Florida:

I, the undersigned, hereby request that the mobile home described below be assessed as real property. Said mobile home, of which I am the registered owner, was previously licensed as a motor vehicle.

DESCRIPTION OF MOBILE HOME: SINGLE WIDE ☐ DOUBLE WIDE ☐ TRIPLE WIDE ☐
Does your mobile home have an attachment or utility building? Yes ☐ No ☐

XXXX

NAME OF MODEL	MANUFACTURER	YEAR MANUFACTURED
PACE		1982

IDENTIFICATION NUMBER	SERIAL NUMBER	TITLE NUMBER
GDOCFL45818369		21681706

YEAR PURCHASED	PRICE NEW	PRICE USED	LENGTH & WIDTH	CONDITION
	\$	\$	32 L	() NEW () FAIR () () GOOD () POOR REPOSSESSED

The said mobile home was permanently affixed on January 1 of the current year, is now permanently affixed, and it is my intention that the same remain permanently affixed to the following lands owned by me. An assessment for ad valorem taxation has been made on said lands for the current tax year.

DESCRIPTION OF LAND:

OCEAN VIEW Square 1 Lot 14

Mobile Home Assessed For Year(s) Jan. 1, 1987

I hereby make application for the issuance of an "RP" License Plate to identify the above described mobile home as real property.

The statements contained herein are true to the best of my knowledge and belief.

DATE Jan. 14, 1987

Anna M Howells
SIGNATURE OF APPLICANT

Annma M. Howells
P.O. Box 451 (Howells Jct.)
Islamorada, Fla. 33036

PROPERTY APPRAISER TO COMPLETE THIS PORTION

Owner has presented Registration Certificate at time of application. () YES () NO
Owner has presented Bill of Sale at time of application. () YES () NO

I hereby certify that the foregoing return was filed in the office of the property appraiser addressed, and that the above described mobile home is included in an assessment for ad valorem taxation of the property of the person described above as the registered owner of such mobile home.

DATE Jan. 14, 1987

E. Hanson Dep. Appraiser
PROPERTY APPRAISER

APPRAISER'S COPY

DR 402
R. 7/81
MM

Alt. 1495956
RE;00403640-000000

RP

PARCEL OR PROPERTY IDENTIFICATION NUMBER

TAG NUMBER

DECLARATION OF MOBILE HOME AS REAL PROPERTY

To the Appraiser and Collector of Monroe County, Florida:

I, the undersigned, hereby request that the mobile home described below be assessed as real property. Said mobile home, of which I am the registered owner, was previously licensed as a motor vehicle.

DESCRIPTION OF MOBILE HOME:

NAME OF MODEL		MANUFACTURER		YEAR MANUFACTURED	
XXX Family				1980	
IDENTIFICATION NUMBER		SERIAL NUMBER		TITLE NUMBER	
FH4416				17577687	
YEAR PURCHASED	PRICE NEW	PRICE USED	LENGTH & WIDTH	CONDITION	
	\$	\$	38C	(☐) NEW (☐) FAIR (☐) (☐) GOOD (☐) POOR REPOSSESSED	

The said mobile home was permanently affixed on January 1 of the current year, is now permanently affixed, and it is my intention that the same remain permanently affixed to the following lands owned by me. An assessment for ad valorem taxation has been made on said lands for the current tax year.

DESCRIPTION OF LAND:

OCEAN VIEW Square 1 ~~XXXX~~ Lot 14

Mobile Home Assessed For Year(s) RP as of 1/1/87

I hereby make application for the issuance of an "RP" License Plate to identify the above described mobile home as real property.

The statements contained herein are true to the best of my knowledge and belief.

Jan. 14, 1987
DATE

Anna M Howells
SIGNATURE OF APPLICANT

Anna M. Howells

P.O. Box 451 (Howells Jct.)
Islamorda, Fla. 33036

PROPERTY APPRAISER TO COMPLETE THIS PORTION

Owner has presented Registration Certificate at time of application. (☐) YES (☐) NO
Owner has presented Bill of Sale at time of application. (☐) YES (☐) NO

I hereby certify that the foregoing return was filed in the office of the property appraiser addressed, and that the above described mobile home is included in an assessment for ad valorem taxation of the property of the person described above as the registered owner of such mobile home.

Jan. 14, 1987
DATE

S. Hanson
PROPERTY APPRAISER

Dep. Appr.

APPRAISER'S COPY

MONROE COUNTY
OFFICIAL RECORDSFILE #1 1 2 3 8 7 7
BK#1 5 7 6 PG#6 6 2RCD May 13 1999 03:37PM
DANNY L KOLHAGE, CLERKDEED DOC STAMP 490.00
05/13/1999 DEP CLKRETURN TO:
This Document prepared by:
WILLIAM S. WOOD, ESQ.
Attorney at Law
P.O.Box 3365,
Tampa, FL 33469

TITLE TO DEMISED PROPERTY HAS NOT BEEN EXAMINED AT REQUEST OF SELLER AND BUYER

WARRANTY DEEDTHIS WARRANTY DEED made and executed the 28th day of April, 1999, by
MARION T. BOLOGNA, a single person, also known as MARIAN T. BOLOGNA,
hereinafter called the Grantor*,
to GINO S. BOLOGNA and PIERA BOLOGNA, Husband and Wife,whose Social Security Numbers are [REDACTED] and [REDACTED],
respectively; and
whose address is: 451 HARS WAY JUNO BEACH, FL, 33408
hereinafter called the Grantee*:

WITNESSETH: That the Grantor, for and in consideration of the sum of \$10.00 and other valuable considerations, receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said Grantee, and Grantee's heirs and assigns forever, the following described land, situate, lying and being in Monroe County, Florida, to-wit:

TAX ID NO.

Lot 15, Block 1, OCEAN VIEW SUBDIVISION, according to the Plat thereof, recorded in Plat Book 1, Page 193, of the Public Records of Monroe County, Florida.

SUBJECT TO: restrictions, reservations, easements of record and taxes levied subsequent to December 31, 1998.

TO HAVE AND TO HOLD, the same in fee simple forever.

AND the Grantor covenants with the Grantee that it is lawfully seized of said land in fee simple; it has good right and lawful authority to sell and convey said land; it hereby fully warrants the title to said land and will defend it against the lawful claim of all persons whomsoever.

**Grantor* and *Grantee* are used for singular or plural, as context requires.

IN WITNESS WHEREOF, the said Grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered by all in our presence:

Sign Name

Print Name

Sign Name

Print Name

MARION T. BOLOGNA, a/k/a MARIAN T. BOLOGNA

900 Juno Ocean Walk, No. A-83,
Juno Beach, FL 33408
AddressSTATE OF FLORIDA
COUNTY OF PALM BEACH

I CERTIFY that on this day, before me, an officer duly authorized to take acknowledgments, personally appeared MARION T. BOLOGNA, a single person, a/k/a MARIAN T. BOLOGNA, who is personally known to me or who has produced a driver's license as identification, to be the person(s) described in and who executed the foregoing instrument and she acknowledged before me that she executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 28th day of April, 1999.

(NOTARY SEAL)



Sign Name

Print Name

Notary Public, State of Florida at Large

RECEIVED 5/2/99 AL PK
SENT TO KEY WEST FOR RECORDINGMONROE COUNTY
OFFICIAL RECORDS

524920

REC 1040 PAGE 2477

This instrument was prepared by:

600
825.00

ANDREW M. TOBIN
Attorney at Law
P.O. Box 620
TAVERNIER, FLORIDA 33070

Warranty Deed

(STATUTORY FORM—SECTION 689.02 F.S.)

This Indenture, Made this 3rd day of February 19 88, Between

ANNA M. HOWELLS, an unmarried widow,

of the County of Monroe, State of Florida, grantor*, and

GINO S. BOLOGNA,

whose post office address is P.O. Box 46, Islamorada, Florida 33036

of the County of Monroe, State of Florida, grantee*,

Witnesseth, That said grantor, for and in consideration of the sum of Ten and no/100 Dollars-----
----- (\$10.00)----- Dollars,

and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in Monroe County, Florida, to-wit:

Lots 13 and 14, Block 1, OCEAN VIEW, a subdivision of Upper Matecumbe, Florida, the same being part of Lots 2 and 3, in Section 28, Township 63 South, Range 37 East, according to the Plat thereof, as recorded in Plat Book 1, at Page 193, of the Public Records of Monroe County, Florida.

Subject to taxes for the current and subsequent years, easements for public utilities, restrictions of record, if any, and a purchase money first mortgage.

825.00 2-8-88
DANNY L. BOGARDUS, Clerk
By *India Madala*

and said grantor does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

* "Grantor" and "grantee" are used for singular or plural, as context requires.

In Witness Whereof,

Grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

Marlene S. Weeks
Witness
[Signature]
Witness

Anna M. Howells
ANNA M. HOWELLS (Seal)

STATE OF Florida

COUNTY OF Monroe

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, personally appeared:

Anna M. Howells

to me known to be the person described in and who executed the foregoing instrument and acknowledged before me that she executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 3rd day of February, 19 88.

My commission expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. MAR. 5, 1991
BONDED THRU GENERAL INS. UND.

Recorded in Official Records Book
in the County of Monroe
Florida
DANNY L. BOGARDUS
Notary Public

(SEAL)

Monroe County, FL

PROPERTY RECORD CARD

Disclaimer

The Monroe County Property Appraiser's office maintains data on property within the County solely for the purpose of fulfilling its responsibility to secure a just valuation for ad valorem tax purposes of all property within the County. The Monroe County Property Appraiser's office cannot guarantee its accuracy for any other purpose. Likewise, data provided regarding one tax year may not be applicable in prior or subsequent years. By requesting such data, you hereby understand and agree that the data is intended for ad valorem tax purposes only and should not be relied on for any other purpose.

By continuing into this site you assert that you have read and agree to the above statement.

Summary

Parcel ID 00403650-000000
 Account# 1495964
 Property ID 1495964
 Millage Group 50VI
 Location Address 82935 OVERSEAS Hwy, UPPER MATECUMBE KEY
 Legal Description BK 1 LT 15 OCEAN VIEW PB1-193 UPPER MATECUMBE OR591-34 OR1556-1807D/C OR1576-662
 (Note: Not to be used on legal documents.)
 Neighborhood 10024
 Property Class STORE COMBO (1200)
 Subdivision OCEAN VIEW
 Sec/Twp/Rng 28/63/37
 Affordable No
 Housing



Owner

[BOLOGNA GINO S](#)
 PO Box 451
 Islamorada FL 33036

[BOLOGNA PIERA](#)
 PO Box 451
 Islamorada FL 33036

Valuation

	2023 Certified Values	2022 Certified Values	2021 Certified Values	2020 Certified Values
+ Market Improvement Value	\$216,245	\$216,245	\$216,245	\$243,276
+ Market Misc Value	\$9,695	\$9,695	\$9,695	\$9,695
+ Market Land Value	\$325,238	\$325,238	\$325,238	\$325,238
= Just Market Value	\$551,178	\$551,178	\$551,178	\$578,209
= Total Assessed Value	\$534,534	\$485,940	\$441,764	\$401,604
- School Exempt Value	\$0	\$0	\$0	\$0
= School Taxable Value	\$551,178	\$551,178	\$551,178	\$578,209

Historical Assessments

Year	Land Value	Building Value	Yard Item Value	Just (Market) Value	Assessed Value	Exempt Value	Taxable Value	Maximum Portability
2022	\$325,238	\$216,245	\$9,695	\$551,178	\$485,940	\$0	\$551,178	\$0
2021	\$325,238	\$216,245	\$9,695	\$551,178	\$441,764	\$0	\$551,178	\$0
2020	\$325,238	\$243,276	\$9,695	\$578,209	\$401,604	\$0	\$578,209	\$0
2019	\$278,775	\$194,621	\$9,695	\$483,091	\$365,095	\$0	\$483,091	\$0
2018	\$215,625	\$180,377	\$8,855	\$404,857	\$331,905	\$0	\$404,857	\$0

The Maximum Portability is an estimate only and should not be relied upon as the actual portability amount. Contact our office to verify the actual portability amount.

Land

Land Use	Number of Units	Unit Type	Frontage	Depth
(1200)	7,500.00	Square Foot	50	150

Buildings

Building ID	43015	Exterior Walls	C.B.S.	
Style		Year Built	1975	
Building Type	APTS-D / 03D	EffectiveYearBuilt	1975	
Building Name		Foundation		
Gross Sq Ft	5610	Roof Type		
Finished Sq Ft	3312	Roof Coverage		
Stories	2 Floor	Flooring Type		
Condition	FAIR	Heating Type		
Perimeter	328	Bedrooms	0	
Functional Obs	0	Full Bathrooms	0	
Economic Obs	0	Half Bathrooms	0	
Depreciation %	60	Grade	250	
Interior Walls		Number of Fire Pl	0	
Code	Description	Sketch Area	Finished Area	Perimeter
FLA	FLOOR LIV AREA	3,312	3,312	0
OUF	OP PRCH FIN UL	498	0	0
PTO	PATIO	1,800	0	0
TOTAL		5,610	3,312	0

Yard Items

Description	Year Built	Roll Year	Size	Quantity	Units	Grade
CH LINK FENCE	1975	1976	6 x 400	1	2400 SF	2
ASPHALT PAVING	1975	1976	15 x 50	1	750 SF	2
CONC PATIO	1980	1981	0 x 0	1	1400 SF	2

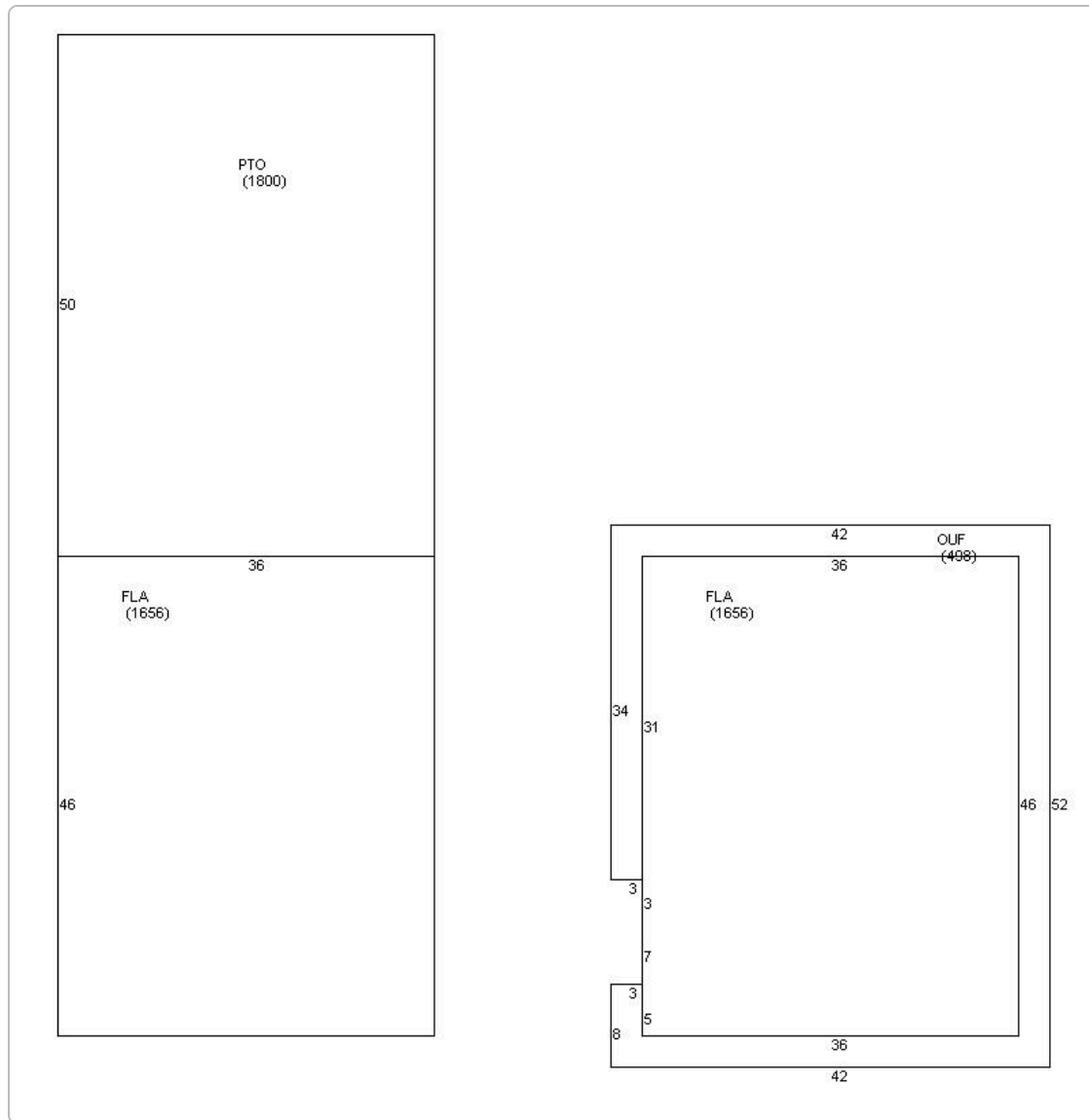
Sales

Sale Date	Sale Price	Instrument	Instrument Number	Deed Book	Deed Page	Sale Qualification	Vacant or Improved	Grantor	Grantee
4/28/1999	\$70,000	Warranty Deed		1576	662	K - Unqualified	Improved		
2/1/1974	\$16,000	Conversion Code		591	34	Q - Qualified	Improved		

View Tax Info

[View Taxes for this Parcel](#)

Sketches (click to enlarge)



Photos



Map



TRIM Notice

2023 TRIM Notice (PDF)

No data available for the following modules: Permits.

The Monroe County Property Appraiser's office maintains data on property within the County solely for the purpose of fulfilling its responsibility to secure a just valuation for ad valorem tax purposes of all property within the County. The Monroe County Property Appraiser's office cannot guarantee its accuracy for any other purpose. Likewise, data provided regarding one tax year may not be applicable in prior or subsequent years. By requesting such data, you hereby understand and agree that the

[User Privacy Policy](#) | [GDPR Privacy Notice](#)
Last Data Upload: 6/27/2024, 5:21:59 AM

Contact Us



Monroe County, FL

****PROPERTY RECORD CARD******Disclaimer**

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By continuing into this site you assert that you have read and agree to the above statement.

Summary

Parcel ID 00403640-000000
 Account# 1495956
 Property ID 1495956
 Millage Group 50VI
 Location 82929 OVERSEAS Hwy, UPPER MATECUMBE KEY
 Address
 Legal BK 1 LT 14 OCEAN VIEW PB1-193 UPPER MATECUMBE OR425-866/867 OR472-735/736 OR727-484 OR732-374 UNRECORDED D/C ON FILE OR928-15/17
 Description CASE#84-365-CP-23 OR1040-2477 OR1127-654
 (Note: Not to be used on legal documents.)
 Neighborhood 4450
 Property Class MULTI-FAMILY 5 UNITS (0805)
 Subdivision OCEAN VIEW
 Sec/Twp/Rng 28/63/37
 Affordable No
 Housing

**Owner**

[BOLOGNA GINO S](#)

PO Box 451
 Islamorada FL 33036

[BOLOGNA PIERA](#)

PO Box 451
 Islamorada FL 33036

Valuation

	2023 Certified Values	2022 Certified Values	2021 Certified Values	2020 Certified Values
+ Market Improvement Value	\$241,765	\$245,939	\$181,722	\$185,218
+ Market Misc Value	\$5,059	\$5,059	\$7,099	\$7,099
+ Market Land Value	\$190,369	\$158,194	\$131,381	\$131,381
= Just Market Value	\$437,193	\$409,192	\$320,202	\$323,698
= Total Assessed Value	\$387,444	\$352,222	\$320,202	\$323,698
- School Exempt Value	\$0	\$0	\$0	\$0
= School Taxable Value	\$437,193	\$409,192	\$320,202	\$323,698

Historical Assessments

Year	Land Value	Building Value	Yard Item Value	Just (Market) Value	Assessed Value	Exempt Value	Taxable Value	Maximum Portability
2022	\$158,194	\$245,939	\$5,059	\$409,192	\$352,222	\$0	\$409,192	\$0
2021	\$131,381	\$181,722	\$7,099	\$320,202	\$320,202	\$0	\$320,202	\$0
2020	\$131,381	\$185,218	\$7,099	\$323,698	\$323,698	\$0	\$323,698	\$0
2019	\$130,463	\$193,717	\$7,147	\$331,327	\$331,327	\$0	\$331,327	\$0
2018	\$123,375	\$196,719	\$6,814	\$326,908	\$326,908	\$0	\$326,908	\$0

The Maximum Portability is an estimate only and should not be relied upon as the actual portability amount. Contact our office to verify the actual portability amount.

Land

Land Use	Number of Units	Unit Type	Frontage	Depth
MULTI RES HWY (080H)	7,500.00	Square Foot	50	150

Buildings

Building ID	21741	Exterior Walls	C.B.S. with 2% WD FRAME	
Style	MANUFACTURED HOME	Year Built	1963	
Building Type	M.F. - R2 / R2	EffectiveYearBuilt	1980	
Building Name		Foundation	CONCRETE SLAB	
Gross Sq Ft	1896	Roof Type	FLAT OR SHED	
Finished Sq Ft	1362	Roof Coverage	ASPHALT SHINGL	
Stories	2 Floor	Flooring Type	CERM/CLAY TILE	
Condition	POOR	Heating Type	FCD/AIR NON-DC with 0% NONE	
Perimeter	252	Bedrooms	4	
Functional Obs	0	Full Bathrooms	2	
Economic Obs	0	Half Bathrooms	0	
Depreciation %	42	Grade	500	
Interior Walls	DRYWALL	Number of Fire Pl	0	

Code	Description	Sketch Area	Finished Area	Perimeter
EPB	ENCL PORCH BLK	160	0	52
FLA	FLOOR LIV AREA	1,362	1,362	236
OUF	OP PRCH FIN UL	168	0	52
PTO	PATIO	60	0	33
PUF	SC PRCH FIN UL	50	0	30
SBF	UTIL FIN BLK	96	0	56
TOTAL		1,896	1,362	459

Building ID	21742	Exterior Walls	METAL/ALUM	
Style		Year Built	1980	
Building Type	S.F.R. - M1 / M1	EffectiveYearBuilt	1980	
Building Name		Foundation	CONC BLOCK	
Gross Sq Ft	448	Roof Type	FLAT OR SHED	
Finished Sq Ft	448	Roof Coverage	METAL	
Stories	1 Floor	Flooring Type		
Condition	POOR	Heating Type	NONE with 0% NONE	
Perimeter	92	Bedrooms	1	
Functional Obs	0	Full Bathrooms	1	
Economic Obs	0	Half Bathrooms	0	
Depreciation %	71.4	Grade	250	
Interior Walls	DRYWALL	Number of Fire Pl	0	
Code	Description	Sketch Area	Finished Area	Perimeter
FLA	FLOOR LIV AREA	448	448	0
TOTAL		448	448	0

Building ID	21743	Exterior Walls	METAL/ALUM	
Style		Year Built	1980	
Building Type	S.F.R. - M1 / M1	EffectiveYearBuilt	1980	
Building Name		Foundation	CONC BLOCK	
Gross Sq Ft	448	Roof Type	FLAT OR SHED	
Finished Sq Ft	448	Roof Coverage	METAL	
Stories	1 Floor	Flooring Type		
Condition	POOR	Heating Type	NONE with 0% NONE	
Perimeter	92	Bedrooms	1	
Functional Obs	0	Full Bathrooms	1	
Economic Obs	0	Half Bathrooms	0	
Depreciation %	71.4	Grade	250	
Interior Walls	DRYWALL	Number of Fire PI	0	
Code	Description	Sketch Area	Finished Area	Perimeter
FLA	FLOOR LIV AREA	448	448	0
TOTAL		448	448	0

Building ID	21744	Exterior Walls	METAL/ALUM	
Style		Year Built	1978	
Building Type	S.F.R. - M1 / M1	EffectiveYearBuilt	1978	
Building Name		Foundation	CONC BLOCK	
Gross Sq Ft	456	Roof Type	FLAT OR SHED	
Finished Sq Ft	456	Roof Coverage	METAL	
Stories	1 Floor	Flooring Type		
Condition	POOR	Heating Type	NONE with 0% NONE	
Perimeter	100	Bedrooms	1	
Functional Obs	0	Full Bathrooms	1	
Economic Obs	0	Half Bathrooms	0	
Depreciation %	74.8	Grade	250	
Interior Walls	DRYWALL	Number of Fire PI	0	
Code	Description	Sketch Area	Finished Area	Perimeter
FLA	FLOOR LIV AREA	456	456	0
TOTAL		456	456	0

Yard Items

Description	Year Built	Roll Year	Size	Quantity	Units	Grade
CONC PATIO	1977	1978	12 x 38	1	456 SF	1
CONC PATIO	1990	2010	0 x 0	1	318 SF	1
ASPHALT PAVING	1995	2010	0 x 0	1	340 SF	2
FENCES	2000	2010	3 x 28	1	84 SF	2
WALL AIR COND	1998	2010	0 x 0	1	9 UT	1

Sales

Sale Date	Sale Price	Instrument	Instrument Number	Deed Book	Deed Page	Sale Qualification	Vacant or Improved	Grantor	Grantee
2/1/1988	\$150,000	Warranty Deed		1040	2477	M - Unqualified	Improved		

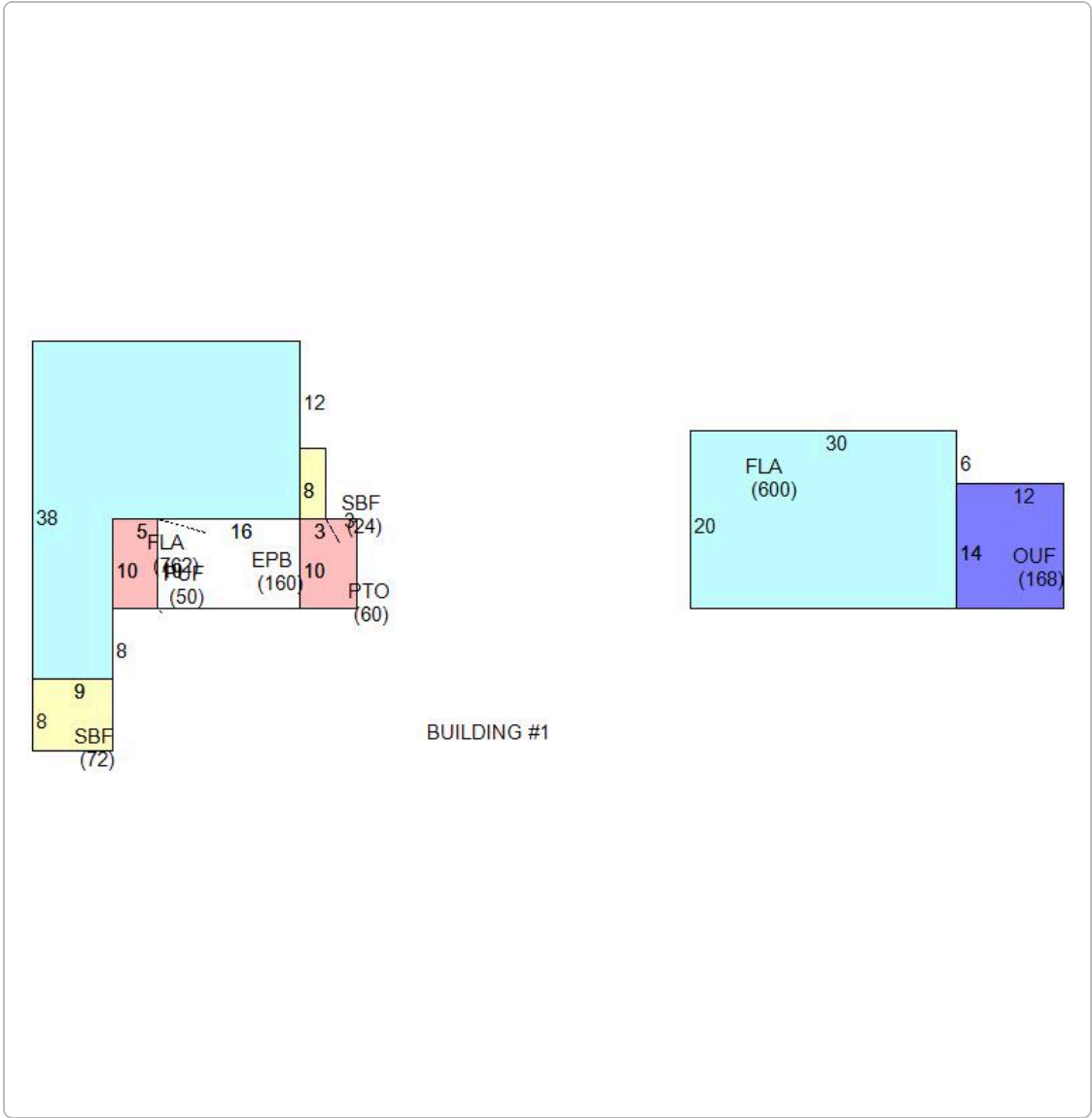
Permits

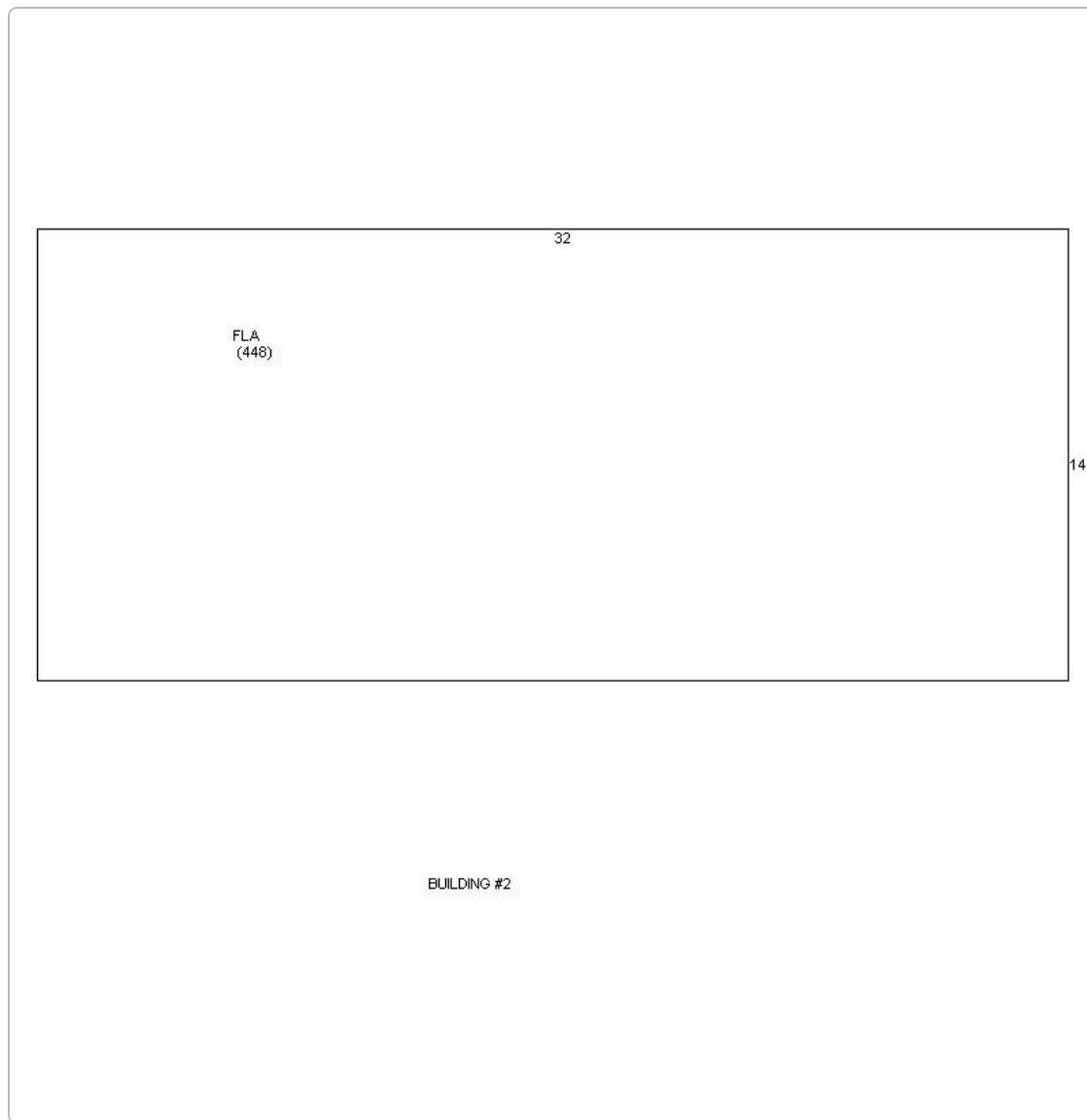
Number	Date Issued	Date Completed	Amount	Permit Type	Notes
PRBLD202300817	9/18/2023		\$400	Residential	DEMO 3 RV ELECTRIC HOOK-UP POLES, REMOVE WATER & ELECTRIC FROM SITES, CAPPING OFF THE WASTEWATER BACK AT THE MAILIN LINE OF THE RV SPOTS
200800387	4/14/2008	1/21/2009	\$1		INTERIOR RENOVATIONS

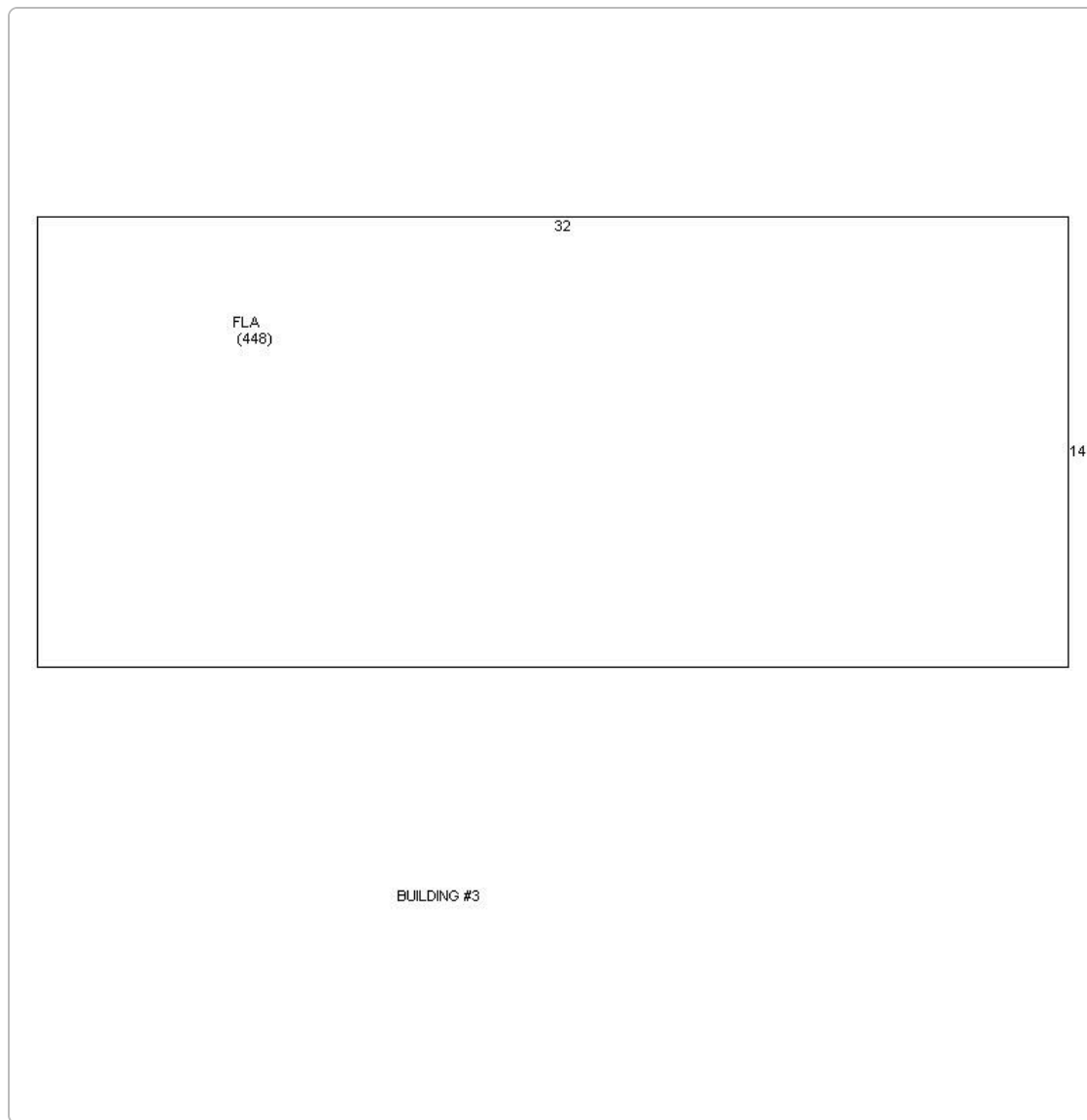
View Tax Info

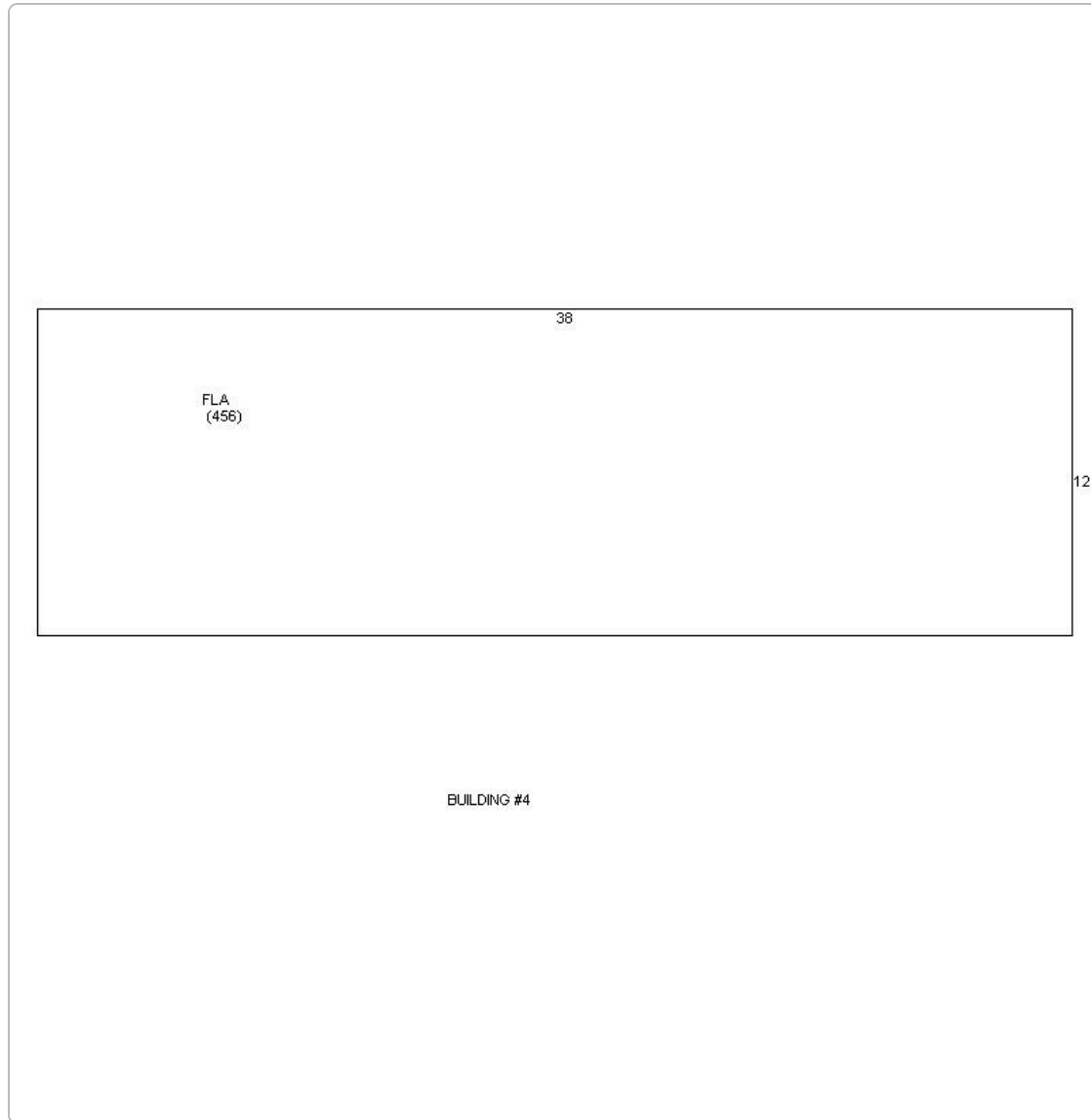
[View Taxes for this Parcel](#)

Sketches (click to enlarge)









Photos





Map



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Monroe County, FL

PROPERTY RECORD CARD

Disclaimer

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By continuing into this site you assert that you have read and agree to the above statement.

Summary

Parcel ID 00403630-000000
Account# 1495948
Property ID 1495948
Millage Group 50VI
Location 82925 OVERSEAS Hwy, UPPER MATECUMBE KEY
Address
Legal BK 1 LT 13 OCEAN VIEW PB1-193 UPPER MATECUMBE
Description OR425-866/867 OR472-735/736 OR727-484 OR732-374
OR928-15/17 CASE84-365-CP-23 OR1040-2477 OR1127-654
(Note: Not to be used on legal documents.)
Neighborhood 4450
Property Class MULTI-FAMILY TRIPLEX (0803)
Subdivision OCEAN VIEW
Sec/Twp/Rng 28/63/37
Affordable No
Housing



Owner

[BOLOGNA GINO S](#)
 PO Box 451
 Islamorada FL 33036

[BOLOGNA PIERA](#)
 PO Box 451
 Islamorada FL 33036

Valuation

	2023 Certified Values	2022 Certified Values	2021 Certified Values	2020 Certified Values
+ Market Improvement Value	\$86,461	\$87,479	\$67,822	\$69,068
+ Market Misc Value	\$0	\$0	\$0	\$0
+ Market Land Value	\$190,369	\$158,194	\$131,381	\$131,381
= Just Market Value	\$276,830	\$245,673	\$199,203	\$200,449
= Total Assessed Value	\$241,035	\$219,123	\$199,203	\$200,449
- School Exempt Value	\$0	\$0	\$0	\$0
= School Taxable Value	\$276,830	\$245,673	\$199,203	\$200,449

Historical Assessments

Year	Land Value	Building Value	Yard Item Value	Just (Market) Value	Assessed Value	Exempt Value	Taxable Value	Maximum Portability
2022	\$158,194	\$87,479	\$0	\$245,673	\$219,123	\$0	\$245,673	\$0
2021	\$131,381	\$67,822	\$0	\$199,203	\$199,203	\$0	\$199,203	\$0
2020	\$131,381	\$69,068	\$0	\$200,449	\$200,449	\$0	\$200,449	\$0
2019	\$130,463	\$69,846	\$0	\$200,309	\$200,309	\$0	\$200,309	\$0
2018	\$123,375	\$70,211	\$0	\$193,586	\$193,586	\$0	\$193,586	\$0

The Maximum Portability is an estimate only and should not be relied upon as the actual portability amount. Contact our office to verify the actual portability amount.

Land

Land Use	Number of Units	Unit Type	Frontage	Depth
MULTI RES HWY (080H)	7,500.00	Square Foot	50	150

Buildings

Building ID	21738	Exterior Walls	METAL/ALUM
Style	MANUFACTURED HOME	Year Built	1978
Building Type	S.F.R. - R1 / R1	EffectiveYearBuilt	1998
Building Name		Foundation	CONC BLOCK
Gross Sq Ft	304	Roof Type	FLAT OR SHED
Finished Sq Ft	304	Roof Coverage	METAL
Stories	1 Floor	Flooring Type	CERM/CLAY TILE
Condition	POOR	Heating Type	FCD/AIR DUCTED with 0% NONE
Perimeter	92	Bedrooms	1
Functional Obs	0	Full Bathrooms	1
Economic Obs	0	Half Bathrooms	0
Depreciation %	32	Grade	350
Interior Walls	DRYWALL	Number of Fire Pl	0

Code	Description	Sketch Area	Finished Area	Perimeter
FLA	FLOOR LIV AREA	304	304	0
TOTAL		304	304	0

Building ID	21739	Exterior Walls	METAL/ALUM	
Style		Year Built	1983	
Building Type	S.F.R. - R1 / R1	EffectiveYearBuilt	1983	
Building Name		Foundation	CONC BLOCK	
Gross Sq Ft	384	Roof Type	FLAT OR SHED	
Finished Sq Ft	384	Roof Coverage	METAL	
Stories	1 Floor	Flooring Type	SFT/HD WD	
Condition	POOR	Heating Type	NONE with 0% NONE	
Perimeter	88	Bedrooms	1	
Functional Obs	0	Full Bathrooms	1	
Economic Obs	0	Half Bathrooms	0	
Depreciation %	40	Grade	350	
Interior Walls	MASONRY/MIN	Number of Fire Pl	0	
Code	Description	Sketch Area	Finished Area	Perimeter
FLA	FLOOR LIV AREA	384	384	0
TOTAL		384	384	0

Building ID	21740	Exterior Walls	METAL/ALUM	
Style		Year Built	1960	
Building Type	S.F.R. - R1 / R1	EffectiveYearBuilt	1960	
Building Name		Foundation	CONC BLOCK	
Gross Sq Ft	468	Roof Type	FLAT OR SHED	
Finished Sq Ft	468	Roof Coverage	METAL	
Stories	1 Floor	Flooring Type	SFT/HD WD	
Condition	POOR	Heating Type	NONE with 0% NONE	
Perimeter	102	Bedrooms	1	
Functional Obs	0	Full Bathrooms	1	
Economic Obs	0	Half Bathrooms	0	
Depreciation %	57	Grade	350	
Interior Walls	MASONRY/MIN	Number of Fire Pl	0	
Code	Description	Sketch Area	Finished Area	Perimeter
FLA	FLOOR LIV AREA	468	468	0
TOTAL		468	468	0

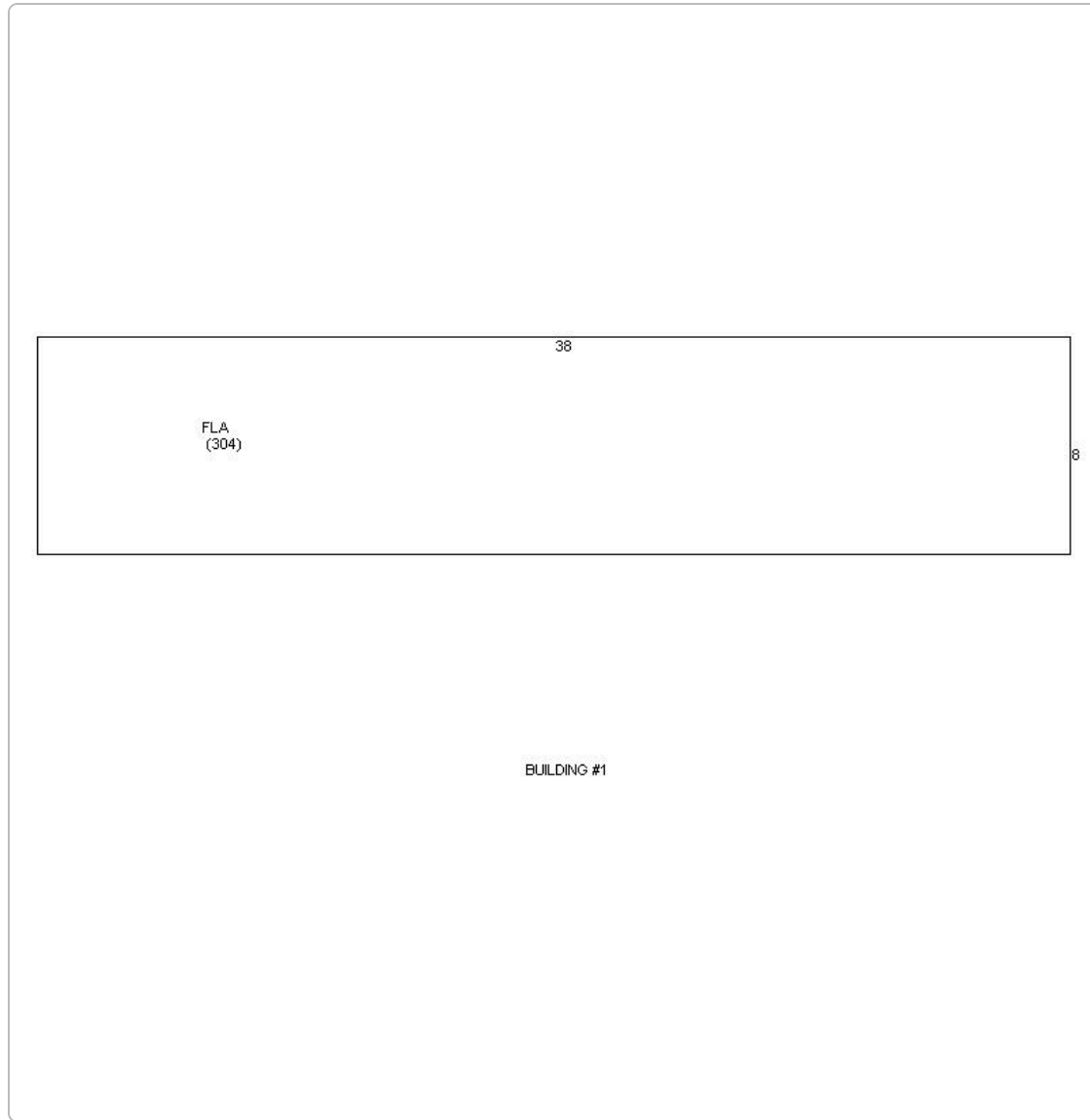
Sales

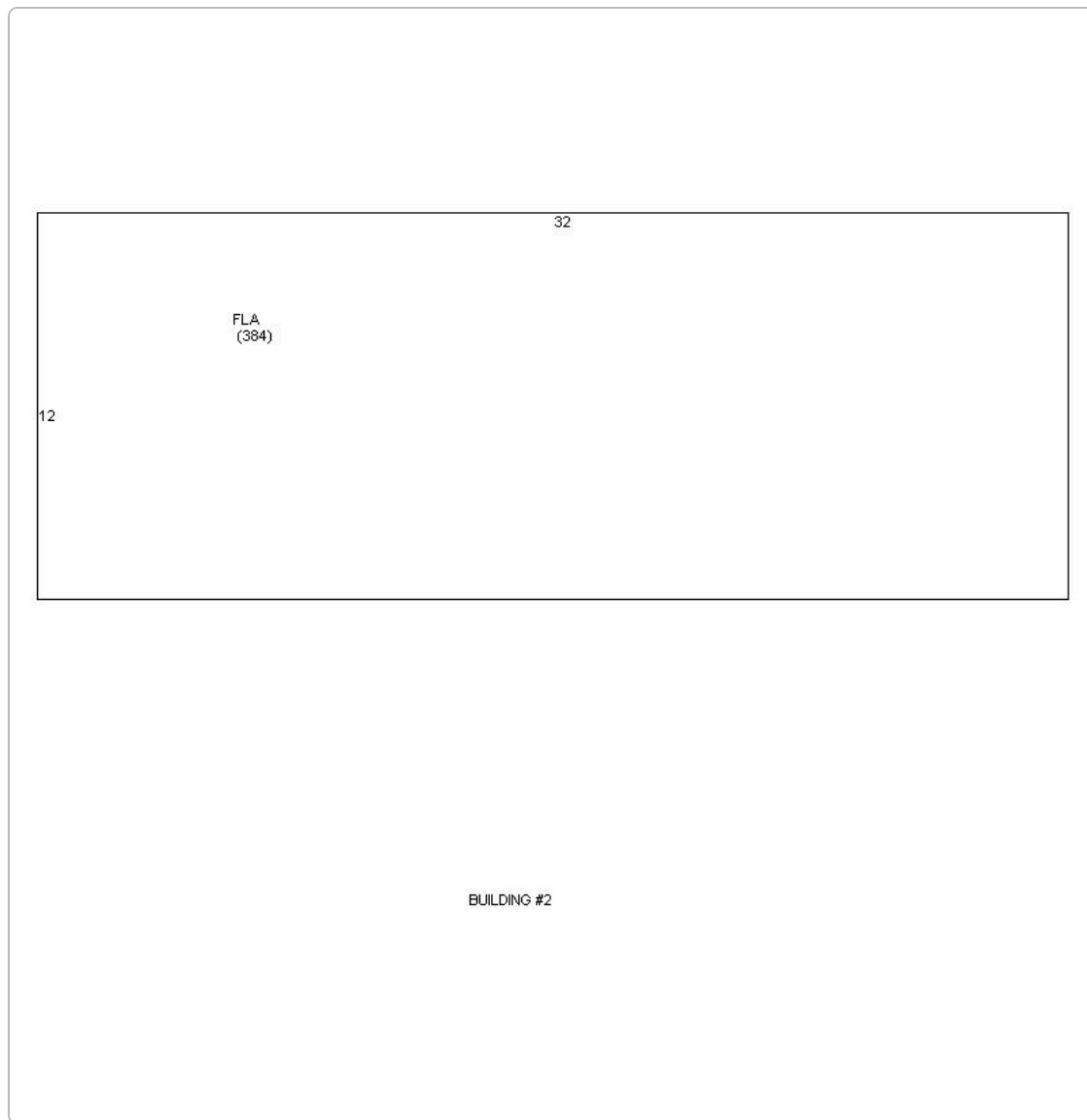
Sale Date	Sale Price	Instrument	Instrument Number	Deed Book	Deed Page	Sale Qualification	Vacant or Improved	Grantor	Grantee
2/1/1988	\$1	Warranty Deed		1040	2477	M - Unqualified	Improved		

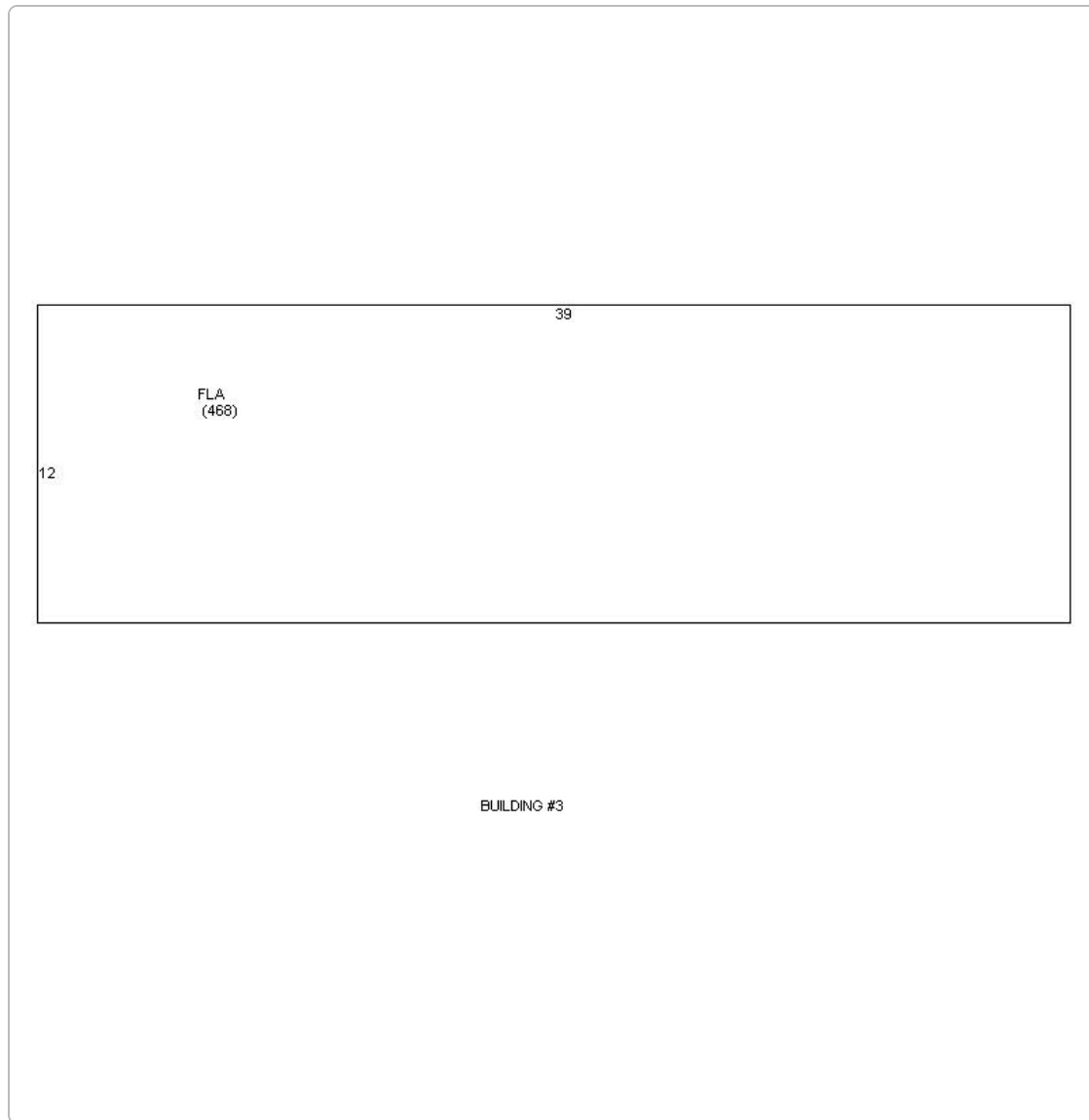
View Tax Info

[View Taxes for this Parcel](#)

Sketches (click to enlarge)







Photos



Map



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No data available for the following modules: Yard Items, Permits.

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June 7, 2024

Russell Yagel, Esq.

Sent via CityView Portal

Subject: Pre-Application (File No. PLPRE20230193)

Dear Mr. Yagel,

Thank you for your Application for a Pre-Application Conference ("Application"). The following is the Planning and Development Services Department's ("Staff") analysis of your questions and a summary of the meeting held on January 3, 2024. The purpose of the Pre-Application Conference is to familiarize the applicant with the applicable provisions of Chapter 30, *Land Development Regulations (LDRs)*, of the Code of Ordinances ("Code") of Islamorada, Village of Islands, Florida (the "Village"), the processes required to determine the lawfully established dwelling unit rights on the subject property(s).

For the purposes of this dwelling unit determination, each property will be individually assessed and discussed.

Parcel # 00403630-000000, Lot 13 located on Upper Matecumbe Key, FL ("Property 1").

Parcel # 00403640-000000, Lot 14, located on Upper Matecumbe Key, FL ("Property 2").

Parcel # 00403650-000000, Lot 15, located on Upper Matecumbe Key, FL ("Property 3").

The subject Properties are categorized within the Future Land Use Map (FLUM) as Mixed Use (MU) and are within the Village Center (VC) Zoning District.

Background Zoning:

1963 Zoning: BU-2 (Medium Business District) Commercial use as a primary use – living quarters for watchmen and caretakers only permitted as an accessory use. Prohibited any residential use.

1986 Zoning: SC (Sub Urban Commercial District) Commercial uses as a primary use – apartments involving less than six dwelling units in conjunction with a permitted commercial use.

The Village Comprehensive Plan, Chapter 3: Housing Element Data Inventory and Analysis table 3-13: Inventory of Existing Mobile Home Parks did not include or recognize the subject property(s) a lawfully established mobile home park.

TABLE 3-13: INVENTORY OF EXISTING MOBILE HOME PARKS

MOBILE HOME PARK	LOCATION	NUMBER OF MOBILE HOME SPACES
Vacation Village	Plantation Key	26
Plantation Tropical Park	Plantation Key	52
Harris Ocean Park Estates 1 st Addition	Plantation Key	45
San Pedro Trailer Park	Plantation Key	41
Seabreeze Trailer Park	Plantation Key	101
Windley Key Mobile Home Park	Windley Key	42
Peaceful Palms Mobile Home Park	Windley Key	15
Coral Bay	Upper Matecumbe Key	17
Key Lantern Motel and Trailer Park	Upper Matecumbe Key	21
Village Mobile Park	Upper Matecumbe Key	32
Pelican Palms Mobile Home Park	Upper Matecumbe Key	35
Total		427

Source: Florida Department of Health, 1999

Additional Documentation/Evidence Provided by Applicant:

The applicant provided the following permits from the State of Florida Department of Health and Rehabilitative Services:

- 1977 operating permit for six (6) independent mobile homes
- Approved application for mobile home park in 2013 for five (5) mobile homes and (3) Recreational Vehicles (RV).
- Mobile Home Park operating permit in 2014 for five (5) mobile homes and (3) Recreational Vehicles (RV).
- Mobile Home Park operating permit in 2015 for five (5) mobile homes and (3) Recreational Vehicles (RV).
- Mobile Home Park operating permit in 2015 for five (5) mobile homes and (3) Recreational Vehicles (RV) – expiration date 9/30/2016.

The applicant provided State of Florida Department of Business Regulations License for Lodging of four (4) units – expiration date 10/1/1983.

The applicant provided Monroe County Occupational License for “trailer park serv” for five (5) employees – expiration date of 9/30/1987.



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The following questions were presented by the applicant:

What is the number of lawfully established dwelling units associated with the property?

See Dwelling Unit Analysis provided.

What is the character of those lawfully established dwelling units (e.g. residential market rate or transient)?

There are no transient units on the property. See Dwelling Unit Analysis provided.

What is the current allowed density on the property?

Each lot is 7500 square feet. The maximum FAR for each lot is .35.

The allowed use density is up to six dwelling units per acre, or up to 12 dwelling units per acre with TDRs or up to 15 deed restricted affordable housing dwelling units per acre; however, on commercially developed parcels of land, the density requirements for affordable housing provided herein shall not exceed 15 deed restricted affordable housing dwelling units per acre, regardless of any nonresidential floor area or FAR, or market rate residential dwelling units.

If the number of lawfully established dwelling units exceeds the current allowed density, is the historical non-conforming density preserved?

As defined in Village LDRs section 30-732:

Nonconforming use means any use lawfully being made of any land, water or structure (other than a sign) on the effective date of the regulations in this chapter (or of any amendment which renders such use nonconforming), which does not comply with all of the requirements of this chapter as they may be amended. The casual, temporary, or illegal use of land or structures, or land and structures in combination, shall not be sufficient to establish the existence of a nonconforming use or to create rights in the continuance of such use.

Nonconforming structure means any structure (other than a sign) lawfully existing on the effective date of the regulations in this chapter (or of any amendment which renders such structure nonconforming), which does not comply with restrictions on lot area, lot coverage, height, setbacks, location on the lot, or any such requirements of this chapter as they may be amended (other than use regulations).

The Monroe County zoning regulations did not allow for dwelling units without a primary commercial use.

Property 1 and Property 2 have no evidence of existing commercial use, and therefore were not lawful under 1963 or 1986 zoning regulations.

Property 3 had a commercial use and dwelling unit above it allowed by the 1963 and 186 zoning regulations. The current Village LDRs allow for a single-family dwelling unit without commercial use, the building with on market rate (upstairs) and commercial square footage (downstairs) is conforming use of the property. However, a determination by the Building Official must be made as to the conformity of building codes in the existing building.

If the owner obtains affordable allocations for some of the dwelling units on the property and retains some units as market rate units, what is the maximum number of units allowed on the property?

Each lot individually has less density than if the lots were to be unified. Individually each of the lots could accommodate one market rate dwelling unit. Unified, the property can accommodate up to seven (7) deed restricted affordable units.

Dwelling Unit Analysis:

Property 1

Sec 30-473(d) *Criteria*. Criteria for determining the existence of a legally established residential dwelling unit or nonresidential floor area. A dwelling unit or an amount of nonresidential floor area shall be determined to legally exist if the parcel meets at a minimum all of the criteria of either (1) or (2) below:

1. A permit or other official approval was issued by the village or Monroe County for the unit(s) or floor area for residential dwelling units or nonresidential floor area and the unit(s) or floor area was accounted for in the village comprehensive plan building permit allocation system and ROGO [Rate of Growth Ordinance (Monroe County Ordinance 016-1992 as amended)], which shall be proof that the residential units(s) or amount of floor area was in existence and included in the April 1990 Census or was issued a certificate of occupancy subsequent to April 1990.

The Village does not have any building permits for Property 1 for residential or commercial use. There are no official approvals from Monroe County indicating the units were accounted for in Monroe County Ordinance 016-1992 as amended. **Criteria 1 has not been met.**



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2. If a permit or other official approval is not available, for residential dwelling units or nonresidential floor area, the criteria listed below shall be used to establish proof that the residential dwelling unit or nonresidential floor area was legally established:
 - a. The structure in which the unit or nonresidential floor area is located is currently habitable as determined by the building official, or utility invoices/receipts from Florida Keys Electric Cooperative or Florida Keys Aqueduct Authority are provided that clearly indicate by separate meter that the unit or nonresidential building was being served during April 1990, or Monroe County property record card showing the existence of the unit or nonresidential floor area in 1990, or occupational license or other state license for 1990 for a nonresidential use of a property, or insurance policy records for the building for a nonresidential use of a property that clearly delineate the amount of floor area; and

The Monroe County Property Appraisers property record card from 1986 shows one mobile home on Property 1. The property record card in 1990 shows two mobile homes on Property 1.

The applicant provided a copy of a "Declaration of Mobile Home As Real Property" form submitted to the Property Appraisers office dated 3/16/1990 for two mobile homes.

The applicant provided a copy of an FKAA work order to replace water meter servicing "9 units" dated 1/29/1993. Does not provide detail of how many units were serviced by the water meter on Property 1.

The applicant submitted an email from FKEC stating there was a valid FKEC account dating back to 1988 with 10 meters – this has not been verified and does not designate how many meters were serving units on Property 1.

- b. Aerial photograph(s) or signed and sealed survey(s) clearly showing existence of the dwelling unit or nonresidential structure either in 1990, or if not available for 1990 then both prior to and subsequent to 1990; and
 - 1985 aerial shows two mobile homes, and the 1986 property record card states one.
 - 1997 aerial shows one, possibly two mobile homes.
 - 2000 & 2003 aerial shows one clearly visible in the same location as the 1985 aerial. The lot is mostly covered with vegetation obstructing the view of the aerial.
 - 2006 aerial shows possibly three mobile homes on the lot.
 - 2009 aerial shows one clearly, however the aerial photo is obstructed by vegetation.

- 2018 aerial shows three units on the lot.

Aerial photographs show the existence of dwelling units on Property 1. There is clear evidence of two mobile homes prior to 1990 and just after.

- c. A determination by the village that the use could have been legally permitted under the zoning and building codes in effect for the parcel at the time the structure was constructed, or the business was established. This not only refers to the type of use but also to the parameters of the building construction;

The zoning from 1963 through incorporation of the Village did not allow residential use of the property without commercial use as the primary use of the property. There are no records of permitted commercial use of Property 1.

The current zoning allows for residential use; however, it does not allow construction type of mobile homes or recreational vehicles.

3. Additional information shall be required to establish the number of units for mobile homes or recreational vehicles ("RVs") if such units are located in either a mobile home park or RV park; including:
 - a. The number of mobile homes and RVs approved by the State of Florida Department of Health as shown on the approved prospectus or any other documents on file with the State of Florida Department of Health for either the mobile home park or RV park;
 - b. Notwithstanding the number of mobile homes and RVs provided in subsection a., the total units recognized shall not exceed the number of mobile home spaces as shown in chapter 3 of the village comprehensive plan data inventory and analysis; and
 - c. A demolition permit(s) for each mobile that has been removed.

The units are not recognized in the data inventory and analysis of the village comprehensive plan. **Criteria 3 has not been met.**

Property 1 meets the criteria listed in criteria 2 subsections a and b, but not c. The Village does not recognize any legally established dwelling units on Property 1.

Property 2

Sec 30-473(d) *Criteria*. Criteria for determining the existence of a legally established residential dwelling unit or nonresidential floor area. A dwelling unit or an amount of nonresidential floor



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area shall be determined to legally exist if the parcel meets at a minimum all of the criteria of either (1) or (2) below:

1. A permit or other official approval was issued by the village or Monroe County for the unit(s) or floor area for residential dwelling units or nonresidential floor area and the unit(s) or floor area was accounted for in the village comprehensive plan building permit allocation system and ROGO [Rate of Growth Ordinance (Monroe County Ordinance 016-1992 as amended)], which shall be proof that the residential units(s) or amount of floor area was in existence and included in the April 1990 Census or was issued a certificate of occupancy subsequent to April 1990.

The following building permit records were found:

- Permit #4024, dated 1962 for an addition to an existing structure – the file is incomplete and does not include approved plans.
- Permit #1020, not dated, is a site drawing for at 40'x10' concrete slab, the file is incomplete.
- Permit #10051, dated 1965, electrical permit replacing two metered trailer outlets damaged by the storm – incomplete file.

It is unclear from the permit records exactly how many, if any, units were accounted for in the 1990 census. **Criteria 1 has not been met.**

2. If a permit or other official approval is not available, for residential dwelling units or nonresidential floor area, the criteria listed below shall be used to establish proof that the residential dwelling unit or nonresidential floor area was legally established:
 - a. The structure in which the unit or nonresidential floor area is located is currently habitable as determined by the building official, or utility invoices/receipts from Florida Keys Electric Cooperative or Florida Keys Aqueduct Authority are provided that clearly indicate by separate meter that the unit or nonresidential building was being served during April 1990, or Monroe County property record card showing the existence of the unit or nonresidential floor area in 1990, or occupational license or other state license for 1990 for a nonresidential use of a property, or insurance policy records for the building for a nonresidential use of a property that clearly delineate the amount of floor area; and

The Monroe County Property Appraisers property record card from 1961 shows a two-story building on Property 2 indicating a Single-Family Residence (SFR) with three rooms (there were no records of the original building permit to verify the number of rooms).

The property record card from 1966 shows the permitted 9'x26' addition (permit #4024).

The property record card from 1986 shows a two-story building, garage addition, and two mobile homes on Property 2.

The applicant provided a copy of a "Declaration of Mobile Home As Real Property" form submitted to the Property Appraisers office dated 3/16/1990 for four mobile homes.

The applicant provided a copy of an FCAA work order to replace water meter servicing "9 units" dated 1/29/1993. Does not provide detail of how many units were serviced by the water meter on Property 2.

The applicant submitted an email from FKEC stating there was a valid FKEC account dating back to 1988 with 10 meters – this has not been verified and does not designate how many meters were serving units on Property 2.

b. Aerial photograph(s) or signed and sealed survey(s) clearly showing existence of the dwelling unit or nonresidential structure either in 1990, or if not available for 1990 then both prior to and subsequent to 1990; and

- 1975 aerial shows the 1961-1966 building, garage addition, and three mobile homes.
- 1985 aerial shows the building, garage addition, and three mobile homes – the property record card confirms the building, the garage addition and two mobile homes.
- 1997 aerial shows the building, the garage addition and three mobile homes.
- 2000, 2003, 2006, 2009, 2012 aerials show the building, the garage addition, and three mobile homes.
- 2015 aerial shows the building, the garage addition, and four mobile homes and a smaller unit (possibly an RV).
- 2018 aerial shows the building, the garage addition, four mobile homes and an RV.

Aerial photographs show the existence of dwelling units on Property 2. There is clear evidence of one SFR, one garage addition and three mobile homes prior to and just after 1990.

c. A determination by the village that the use could have been legally permitted under the zoning and building codes in effect for the parcel at the time the structure was constructed, or the business was established. This not only refers to the type of use but also to the parameters of the building construction;



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The zoning from 1963 through incorporation of the Village did not allow residential use of the property without commercial use as the primary use of the property. There are no records of permitted commercial use of Property 1.

The current zoning allows for residential use; however, it does not allow construction type of mobile homes or recreational vehicles.

3. Additional information shall be required to establish the number of units for mobile homes or recreational vehicles ("RVs") if such units are located in either a mobile home park or RV park; including:
 - a. The number of mobile homes and RVs approved by the State of Florida Department of Health as shown on the approved prospectus or any other documents on file with the State of Florida Department of Health for either the mobile home park or RV park;
 - b. Notwithstanding the number of mobile homes and RVs provided in subsection a., the total units recognized shall not exceed the number of mobile home spaces as shown in chapter 3 of the village comprehensive plan data inventory and analysis; and
 - c. A demolition permit(s) for each mobile that has been removed.

The units are not recognized in the data inventory and analysis of the village comprehensive plan. **Criteria 3 has not been met.**

Property 2 meets the criteria listed in criteria 2 subsections a and b, but not c. The Village recognizes **one dwelling unit**, although the county regulations did not allow it without commercial use, there is some indication a portion of the garage addition was used in conjunction with the auto shop on Property 3.

Property 3

Sec 30-473(d) *Criteria*. Criteria for determining the existence of a legally established residential dwelling unit or nonresidential floor area. A dwelling unit or an amount of nonresidential floor area shall be determined to legally exist if the parcel meets at a minimum all of the criteria of either (1) or (2) below:

1. A permit or other official approval was issued by the village or Monroe County for the unit(s) or floor area for residential dwelling units or nonresidential floor area and the unit(s) or floor area was accounted for in the village comprehensive plan building permit allocation system and ROGO [Rate of Growth Ordinance (Monroe County Ordinance 016-1992 as amended)], which shall be proof that the residential units(s) or amount of floor area was in existence and included in the April 1990 Census or was issued a certificate of occupancy subsequent to April 1990.

The following building permit records were found:

- Permit #C-233, issued in 1974 permitted a two-story building with a two-bedroom SFR on the top and garage/storage on the ground level.
- Permit #C-1895 issued in 1976 permitted a covered porch on the 2nd floor of the existing building.
- Permit #C-9330, issued in 1981 permitted an addition to the existing ground floor for "Tony's Body Shop" – commercial use.
- Permit #0005131, issued in 2000, permitted a change of copy for commercial use on the lower level for an art gallery.

Criteria 1 has been met. The Village recognizes **one legally established dwelling unit and 3,456 square feet of non-residential floor area** on Property 3.

In summary, the Village recognizes **two (2)** legally established market rate dwelling units and **3,456 square feet** of non-residential floor area.

This pre-application letter is based solely upon the information provided by the applicant and is only intended to familiarize the applicant with the provisions of the land development regulations currently in effect that may be applicable to the development project proposed by the applicant. The information provided herein is subject to change based upon the adoption of new policies or regulations, the repeal of existing policies or regulations, submission of additional information, or a determination that incomplete/inaccurate information or misstatements of fact were provided by the applicant. This letter is not a development approval, order or permit, and nothing contained herein shall be construed or interpreted as conveying, conferring, granting or denying any building, development or vested rights. This is not an administrative decision or interpretation regarding the provisions of the comprehensive plan or land development regulations. A final



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decision or interpretation of the applicable policies and regulations cannot be made until the applicant submits a complete development application for review.

Pursuant to Section 30-281(a) of the Code of Ordinances: Any person aggrieved by an administrative decision or interpretation of the director of planning and development services, the building official or other village administrative official regarding the provisions of this chapter may appeal such decision or interpretation. The appeal shall be initiated within 30 days of the date of receipt by the aggrieved person of mailed, or posted, or published notice of the administrative decision or interpretation by filing an appeal with the director in a form specified by the planning and development services department for reviewing the application, and shall be accompanied by an application fee that is established by the village council from time to time to defray the actual cost of processing the appeal. Failure to file an appeal within the timeframe specified, and exhaust all administrative remedies provided for in this chapter, shall constitute a waiver of all rights to appeal any interpretation or determination made by the village.

If you require additional information, please feel free to contact me.

Sincerely,

A handwritten signature in blue ink that reads "Jamie Terry".

Jamie Terry
Planning & Zoning Technician
86800 Overseas Highway
Islamorada, FL 33036
Telephone: (305) 664-6426
E-mail: jamie.terry@islamorada.fl.us

**APPEAL TO THE GOVERNING COUNCIL OF ISLAMORADA, VILLAGE OF
ISLANDS, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA**

**APPELANTS: Gino Bologna &
Piera Bologna**

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STATEMENT OF APPEAL AND INITIAL BRIEF

This appeal arises out of a pre-application letter submitted on June 7, 2024 (“LOU”) issued by Ms. Jamie Terry - Planning & Zoning Technician following a pre-application conference held on January 3, 2024. For the reasons explained more fully below, such LOU makes an incorrect dwelling unit determination on the following properties:

- Parcel # 00403630-000000, Lot 13 located on Upper Matecumbe Key, FL (“Property 1”).
- Parcel # 00403640-000000, Lot 14, located on Upper Matecumbe Key, FL (“Property 2”).
- Parcel # 00403650-000000, Lot 15, located on Upper Matecumbe Key, FL (“Property 3”).

A. The Elements of the Village Islamorada Code Sec. 30-473 (d) (2)(a) and (b) have been met

First, it is noted that Sec 30-473 (b)1 provides as follows:

Type of residential development not affected.

1. Redevelopment or rehabilitation which replaces, but which does not increase the number of legally established residential dwelling units above

the number existing **on the site** prior to redevelopment or rehabilitation as determined pursuant to the criteria contained in subsection (d) below.

In this instance, the **site** consists, collectively, of Lots 13 and 14 of Ocean View and should be analyzed as such. Anna M. Howell, the former owner/operator of Howells Trailer Park operated both of such lots as Howells Trailer Park, and we have demonstrated, unequivocally, Howells was licensed to operate as such by the Department of Health and Rehabilitative Services (“Dept. of Health”) as early as 1977 (copy enclosed). That license also reveals that the park was authorized to have six (6) mobile homes on the site. We also know that the six (6) mobile home units are separate from the four (4) apartments being operated in the structure located on Lot 14 as the operation of those units had to be and were licensed by the State of Florida, Department of Business and Professional Regulation, Division of Hotels and Restaurants (“DPBR”). A copy of the license issued for the apartment units dated 10/01/1983 is also enclosed¹. Thus, the evidence is clear at that the time the current owner purchased the site, there were 10 units on the **site** (Lots 13 and 14): six (6) mobile homes and four (4) apartments, and these units were undeniably established no later than 1983². This is confirmed by the billing records research provided by the Florida Keys Electric Cooperative (copy enclosed) which revealed there has been a total of ten (10) individual electric meters in service at the above site since at least 1988, the year the current owner purchased the property³.

Although the LOU states “there is clear evidence of two (2) mobile homes on Lot 13 prior to 1990 (pg. 6 of 11), we respectfully submit the provided property card and other documents clearly reflect three (3) mobile homes existed on that

¹ The subdivision of the building into multiple smaller dwelling units did not require any “allocations” or “development rights” since it pre-dated the establishment of ROGO and was an allowable use in the zoning district as an accessory use to the commercial operation, Howells Junction.

² This is not to say the units were not licensed prior to this date; however, records related to this period are not available. The enclosed record was in possession of the current owner.

³ As noted above, Property 3 was not acquired until 1999, and the Florida Keys Electric Co-Op has confirmed that property is separately metered. A copy of the confirming e-mail is enclosed.

site prior to 1990. The 1990 property card for Lot 13 (copy enclosed) reflects there were three (3) “buildings” on the property (the data sheet for building 1 of 3 was not provided by the property appraiser’s office and is not otherwise available). Additionally, the 1985 aerial photograph (copy enclosed) reveals there were three (3) mobile homes on Property 1 in 1985.

With respect to Property 2, which is also part of the Howells Trailer Park, as noted in the LOU (p. 8 of 11), “[t]here is clear evidence of one SFR, one garage addition and 3 mobile homes prior to and just after 1990”.

In short, the property cards taken for the 1990 tax roll confirm the existence of three (3) mobile homes on Property 1 as do the aerial photographs. Additionally, the aerial photographs of Property 2 taken in 1975, 1985 and post 1990 (1997) confirm the building, garage and three (3) mobile homes existed on Property 2 as early as 1975. This evidence is corroborated by the total units set forth in the licenses issued to Howells Junction by the Department of Health (six (6) mobile homes), and DBPR (license for the operation of four (4) apartments). These conclusions are further substantiated by the billing data provided by the Florida Keys Electric Co-Operative which stated there were ten (10) separately metered electric connections as early as 1988 (the year the current owner purchased the property).

Clearly, the elements of Sec 30-473 (d) (2)(a) and (b) have been met.

B. The Operations Held At The Site Were Allowed Under Both The 1963 1986 Zoning In Compliance With The Village Islamorada Code Sec. 30-473(d)(2)(c)

With respect to Sec 30-473(d)(2)(c), such section requires a determination by the Village that the use could have been permitted under the zoning and building codes in effect at the time the structure was constructed or the business established. Per the LOU, the zoning history for the site is as follows:

1963 Zoning: BU-2 (Medium Business District) Commercial use as a primary use – living quarters for watchmen and caretakers only permitted as an accessory use. Prohibited any residential use.

1986 Zoning: SC (Sub Urban Commercial District) Commercial uses as a primary use – apartments involving less than six dwelling units in conjunction with a permitted commercial use.

As noted earlier, the evidence provided included a 1977 license to operate Howells Junction, a trailer park, issued by the Florida Dept. of Health, and a Monroe County occupational license issued in 1983 for the operation of Howells Junction. The Monroe County license reflects *the business* employed some 5 persons (see enclosed copy). Accordingly, it is clear the **site** and both parcels which make up the **site** were used for a commercial purpose: the operation of Howells Junction, a trailer park licensed by the State of Florida. This commercial operation was an allowable commercial use under both the 1963 zoning and the 1986 zoning. Likewise, because the parcels were both used for a commercial purpose, the apartments licensed by the State of Florida were also an allowable use under both the 1963 zoning and the 1986 zoning.

C. The Village Islamorada Code Sec. 30-473 (d) (3) Does Not Apply To The Instant Case

The requirements of subsection (3) do not apply to the applicant. Specifically, subsection (3) provides in pertinent part:

(3) Additional information shall be required to establish the number of units for mobile homes or recreational vehicles ("RVs") *if such units are located in either a mobile home park or RV park*; including:

- a. The number of mobile homes and RVs approved by the State of Florida Department of Health as shown on the approved prospectus or any other documents on file with the State of Florida Department of Health for either the mobile home park or RV park;
- b. Notwithstanding the number of mobile homes and RVs provided in subsection a., the total units recognized shall not exceed the number of mobile home spaces as shown in chapter 3 of the village comprehensive plan data inventory and analysis; and
- c. A demolition permit(s) for each mobile home that has been removed.

In 1990, Howells Junction apparently did not have a current license to operate as a mobile home or RV park which is precisely why it was not recognized in the inventory of mobile home spaces as contained in chapter 3 of the Village Comprehensive Plan. Furthermore, since it was not licensed as such for that year, the provision has no application since it's apparent that requirement only related to then licensed mobile home and RV parks.

This does not change the outcome, however, since all of the mobile homes were and/or "could have been permitted under the zoning and building codes in effect for the parcel at the time ***the structure was constructed or the business established***". Sec. 30-473 (d)(2)(c). As demonstrated by all of the above, there is no doubt the operation of Howells Junction, which consisted of both Property 1 and Property 2, was a lawful and permissible use under the applicable zoning when the mobile homes and structure were constructed and the business (Howells Junction) was established and had existed there for many years prior to 1990.

D. The Village Of Islamorada Is Estopped From Pursuing With The Determinations Contained In The LOU

In addition to the foregoing, the Village is estopped from taking enforcement action against the Appellant and/or acknowledging the long established development on the site. The elements of estoppel are: (1) the party against whom estoppel is sought must have made a representation about a material fact that is contrary to a position it later asserts; (2) the party claiming estoppel must have relied on that representation; and (3) the party seeking estoppel must have changed his position to his detriment based on the representation and his reliance on it. *Lewis v. Dep't of Health & Rehab. Servs.*, 659 So.2d 1255, 1256–57 (Fla. 4th DCA 1995).

As stated in *Castro v. Miami-Dade County Code Enforcement*:

Stripped of the legal jargon which lawyers and judges
have obfuscated it with, the theory of estoppel amounts

to nothing more than an application of the rules of fair play. One party will not be permitted to invite another onto a welcome mat and then be permitted to snatch the mat away to the detriment of the party induced or permitted to stand thereon. A citizen is entitled to rely on the assurances or commitments of a zoning authority and if he does, the zoning authority is bound by its representations, whether they be in the form of words or deeds....

Castro v. Miami-Dade Cnty. Code Enforcement, 967 So. 2d 230, 234 (Fla. 3rd DCA 2007), quoting *Coral Springs St. Sys.*, 371 F.3d at 1334-35 (quoting *Imperial Homes*, 309 So.2d at 573)(applying Florida law); *Equity Res.*, 643 So.2d at 1119-20 (quoting *Imperial Homes*, 309 So.2d at 573).

In this instance, the rules of fair play mandate the Village recognize the lawfully established development rights of the Appellant since it lulled the Appellants into believing the development on the property was lawful through its conduct, specifically, on August 30, 2018, the building official specifically approved a site plan for the property. Such site plan, which is attached for your reference, explicitly designates (seven) 7 trailers and a separate apartment building as part of the approved layout. In reliance on that approval from the Village, the Appellants spent significant funds of money to add the required wastewater connections to the Village wastewater system; money it would never have expended has it known the Village would later claim the units serviced by the wastewater connections were not lawful and had to be removed. Additionally, the Wastewater Utility Department has historically collectively 17.21 EDUs for all three (3) properties and has assessed (and continues to assess) over \$177,000.00 based upon occupancy.

By refusing to recognize the historical development rights associated with the subject site, the Village is trying to do precisely what the Third District said it was prohibited from doing in the *Castro* decision: it invited the Appellants onto the welcome mat by demanding and approving the Appellants connect to the Village wastewater system, only to now try and snatch the mat away after the

Appellants expended significant funds complying with the Village's prior mandate.

CONCLUSION

Based upon the foregoing, we respectfully request the LOU be reversed to allow for the following:

- (1) Property 1 (Lot 13): three (3) legally established market rate residential dwelling units;
- (2) Property 2 (Lot 14): seven (7) legally established market rate residential dwelling units (four (4) apartments and three (3) mobile homes); and
- (3) Property 3: two (2) legally established market rate dwelling units on and 3456 square feet of non-residential floor area

Dated: July 8, 2024

Respectfully Submitted,

Hershoff, Lupino & Yagel, LLP

90130 Old Highway

Tavernier, FL 33070

(305) 852-8440 B

By: /s/ Joanne Marie Pereira

JOANNE M. PEREIRA, ESQ

Florida Bar No. 1015381

RUSSELL A. YAGEL

Florida Bar No. 727090



State of Florida
Department of Health and Rehabilitative Services

TALLAHASSEE, FLORIDA

OPERATING PERMIT

County: **Monroe**
Permit No. **44-90-77**

This certifies that **Trailer Park**

Name **Howells Jct.**
Address of Location **M.M. 83, Islamorada, Fl. 33036**
Owner or Operator **Charles & Anna M. Howells**
Address **P.O. Box 451, Islamorada, Fl. 33036**
STREET AND NO. P.O. BOX OR ROUTE

has been inspected by the undersigned, a duly authorized representative of the Department of Health and Rehabilitative Services and found to conform to the Health Laws and Regulations promulgated under authority of Chapters 381 and 513, Florida Statutes, where applicable.

This permit grants authority to operate the establishment as long as the Health Laws and Regulations of the Department of Health and Rehabilitative Services are observed. This permit is revokable at any time by any authorized representative of this Department for failure to properly operate the same.

6-Independent Mobile Homes

Approval shall be obtained from the County Health Department and Dept. of Health & Rehabilitative Services prior to any increase in number of spaces or other extensions or alterations of this trailer park. (Ref: 513.05 FS and 10D-26.33 F.A.C.)

Granted this **4th** day of **November** 19 **77**.

Monroe County Health Department

per

Mae P. Bottineau
District Administrator

THIS PERMIT IS NOT TRANSFERABLE AND IT MUST BE DISPLAYED CONSPICUOUSLY.

DBR 203003294

STATE OF FLORIDA DEPARTMENT OF BUSINESS REGULATION
DIVISION OF HOTELS AND RESTAURANTS TALLAHASSEE, FLORIDA 32301

LICENSE

ISSUED
TO

HOWELLS CHARLES & ANNA M
HOWELLS JCT
ISLAMORADA OVERSEAS HWY FL 33036

MAILED
TO

CHARLES & ANNA M HOWELLS
PO BOX 451
ISLAMORADA FL 33036

DISPLAY IN A CONSPICUOUS PLACE
THIS LICENSE IS NOT TRANSFERABLE FROM PLACE OR INDIVIDUAL TO ANOTHER

LICENSE NUMBER

54 00102H

LODGING	
CLASS	UNITS
APT	4

FOOD SERVICE	
SEATS	SERVICES

HEP FEE \$ 3.00
LICENSE FEE \$ 30.00
LATE RENEWAL \$.00

TOTAL FEE PAID \$ 33.00

EXPIRATION DATE 10/01/83

Sherman S. Winn
Sherman S. Winn, Director

AUDIT CONTROL NO 23654



013776

471-147-07

NUMBER OF EMPLOYEES: 5
ENTER CURRENT NBR OF EMPLOYEES HERE: -----

COUNTY OCCUPATIONAL LICENSE 1986-1987
MONROE COUNTY-STATE OF FLORIDA
THIS LICENSE EXPIRES SEPTEMBER 30, 1987

TAX 22.00
COST AND PENALTY
TRANSFER FEE
TOTAL DUE 22.00

MAKE
CHECKS
PAYABLE
TO

STATE CERTIFICATE NUMBER
HARRY F. KNIGHT
TAX COLLECTOR 294-8403
P.O. BOX 1129
KEY WEST, FL 33041-1129

LICENSEE:
HOWELLS JCT
HOWELLS CHARLES & ANNA M
BOX 451
ISLAMORADA, FL 33036

PLEASE SEE BACK OF FORM

LOCATION: US #1 MM 83

THE ABOVE LICENSEE IS HEREBY LICENSED TO ENGAGE IN THE BUSINESS
PROFESSION OR OCCUPATION OF :
TRAILER PARK SERV

HFK/gkb

ACCOUNT NUMBER IS 02441

PAIDHARRY F. KNIGHT***

22.00 CK 09/03/86 19*0C*06*000000*016609

THIS LICENSE MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS

From: [Veronica Ornelas](#)
To: [Vicky Velunza](#)
Subject: Billing Records Research
Date: Tuesday, August 11, 2020 12:33:50 PM
Attachments: [image001.jpg](#)

**Re: FKEC Billing Records Research Request
82929 Overseas Hwy (Ocean View B1L14)**

Good afternoon,

Please find this email as verification that our billing records indicate there is a total of ten (10) individual electric meters in service at the above referenced location dating back 1988.

Feel free to contact me if you need any additional assistance.

Sincerely,

Veronica Ornelas

Member Service Representative

Florida Keys Electric Cooperative Assoc., Inc.
P.O. Box 377
Tavernier FL 33070
305.852.2431 x 216
www.fkec.com



$$\begin{array}{r} \text{FLA} \\ \hline 32 \end{array}$$
[illegible]

BUILDING REFINEMENTS			
Roof Type 1 Flat or Shed 2 Gable or Hip 3 Mansard 4 Irregular - Custom 5 Reinforced Concrete 6 Prestress Concrete 7 Steel Truss	Heating Type/Method 1 None 2 Wall Heaters 3 Floor Furnace 4 Convection 5 Forced Air Non-Ducted 6 Forced Air Ducted 7 Electric Radiant 8 Hot Water/Steam	Foundation 1 Wood Piers 2 Concrete Pads - Wood 3 Concrete Block 4 Concrete Slab 5 Continuous Conc. Footer 6 Conc. Pilings - Auger Holes	
Roof Cover 1 Asphalt/Composition Rolled 2 Metal 3 Asphalt/Composition Shingle 4 Tar & Gravel 5 Wood Shingle 6 Concrete/Clay Tile 7 Minimum	Heating Fuel/Source 1 Electric 2 Gas 3 Oil 4 None 5 Solar	Number of Fireplaces	
Number of Bedrooms	Interior Flooring 1 Plywood - Press Board 2 Softwood - Hardwood 3 Concrete Slab 4 Concrete Above Grade 5 Terrazzo 6 Ceramic or Clay Tile 7 Marble	Interior Wall/Ceiling 1 Masonary - Minimum 2 Wall Board 3 Dry Wall 4 Plastered 5 Plywood Panel 6 Wood or Custom	
	Air Conditioning	Extra Fixture	
Baths:	4 Fixtures	3 Fixtures	2 Fixture
Built-Ins ("Y" if Yes)	Range/Oven Dishwasher	Garbage Disposal Intercom	Compactor Vacuum System Security

12	FLA	39	12
	<u>FLA</u>	39	

[illegible]Page 431 of 576



From: [Member Service](#)
To: [Theresa Davis](#)
Cc: [Veronica Ornelas](#)
Subject: FKEC - Property records request 82935 Overseas Highway
Date: Monday, June 24, 2024 11:19:08 AM
Attachments: [image003.png](#)

Hi Theresa,

I can confirm that there is a singular separate meter located on the property at 82935 Overseas Highway, Islamorada FL.

If you require more information, we can access our archived records as we clear our software system every couple of years.

Sincerely,

Alie Garcia

Member Service Representative

Florida Keys Electric Cooperative Assoc., Inc.

P.O. Box 377

Tavernier, FL 33070

(305) 852-2431 ext. 217

(305) 433-9316 Direct

(305) 853-8381 Fax

www.fkec.com



From: Theresa Davis <tdavis@hlylaw.com>
Sent: Monday, June 24, 2024 10:11 AM
To: Alie Garcia <alie.garcia@fkec.com>
Subject: [External]82935 Overseas Highway

You don't often get email from tdavis@hlylaw.com. [Learn why this is important](#)

This is an EXTERNAL email. Exercise caution. DO NOT open attachments or click links from unknown senders or unexpected email.

Good morning Alie,

I left you a voicemail about this request as well.

We would like to make a public records request as follows:

We need something in writing from FKEC confirming the property at 82935 Overseas Highway, Islamorada, FL is on a separate account or has separate meters from 82929 Overseas Hwy and further we would like to know how many separate meters there are for the 82935 property?

Please let me know if you need anything else.

Thank you.

Theresa L. Davis

Legal Assistant to
Russell A. Yagel, Esq.



88539 Overseas Highway
Tavernier, FL 33070
(305) 852-8440
tdavis@hlylaw.com

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Russell A. Yagel, Esq.

ryagel@hlylaw.com

Hershoff, Lupino & Yagel, LLP

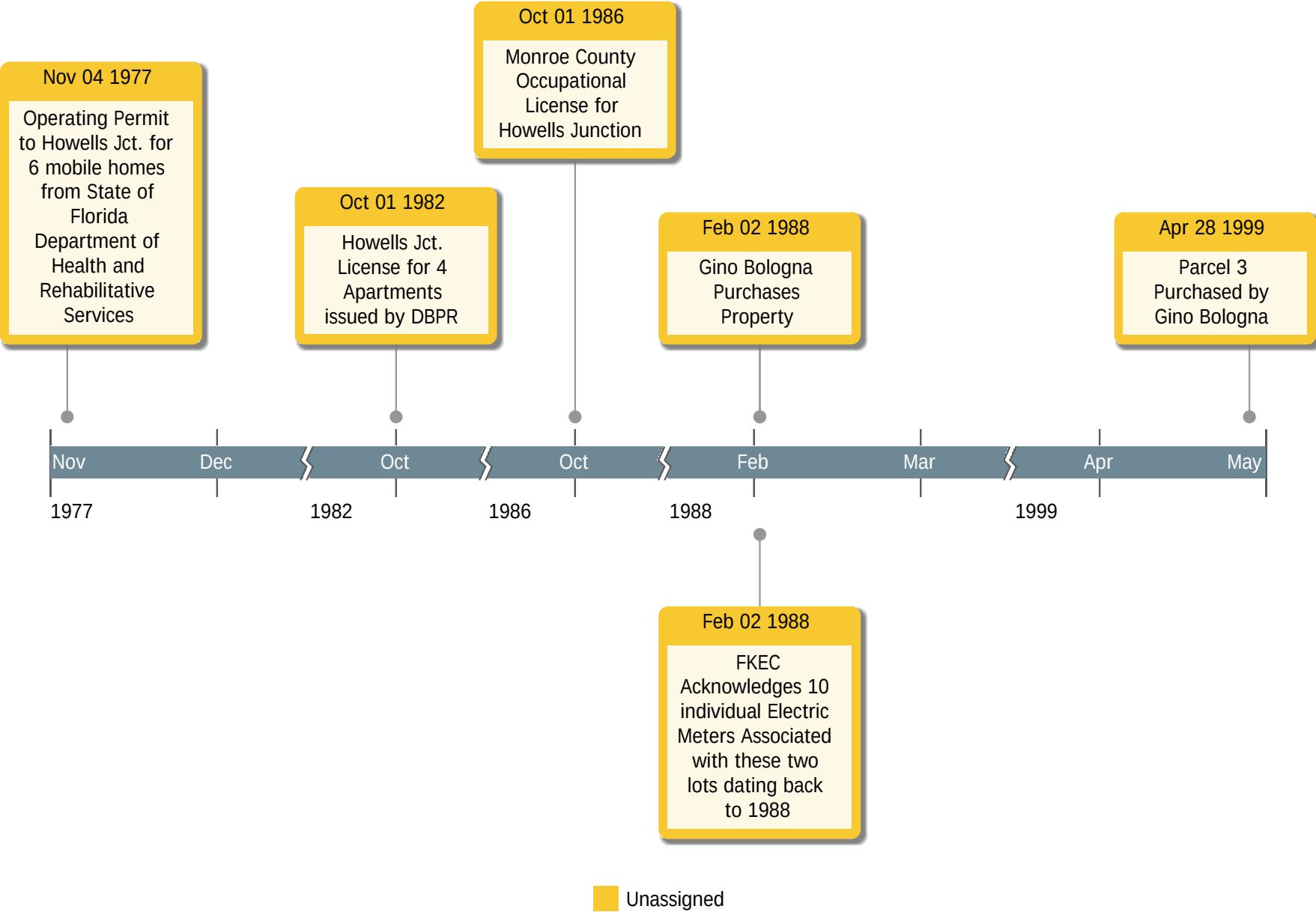
88539 Overseas Highway

Tavernier, Fl. 33070

Phone: 305-852-8440

Fax: 305-852-8848

Untitled



PROPERTY OWNER / ADDRESS:
BOLOGNA GINO S AND PIERA
PO BOX 451
ISLAMORADA, FL. 33036

PROJECT LOCATION:
82929 OVERSEAS HIGHWAY
ISLAMORADA, FLORIDA

RE# - 00403640-000000
ALTERNATE KEY - 1495956

LEGAL DESCRIPTION:
OCEAN VIEW UPPER MATECUMBE LOT 14 SQR 1,
ACCORDING TO THE PLAT THEREOF RECORDED
IN PLAT BOOK 1, PAGE 193, AS RECORDED IN THE
PUBLIC RECORDS OF MONROE COUNTY, FLORIDA.

FLOOD ZONE CRITERIA:
FLOOD ZONE - AE
BASE FLOOD ELEVATION - 10.0 (NGVD 29)

SCOPE OF WORK:
1. CENTRAL SEWER TIE IN CONNECTION

LOCATION OF PUBLIC WATER SYSTEM MAINS
IN ACCORDANCE WITH F.A.C. RULE 62-555.31

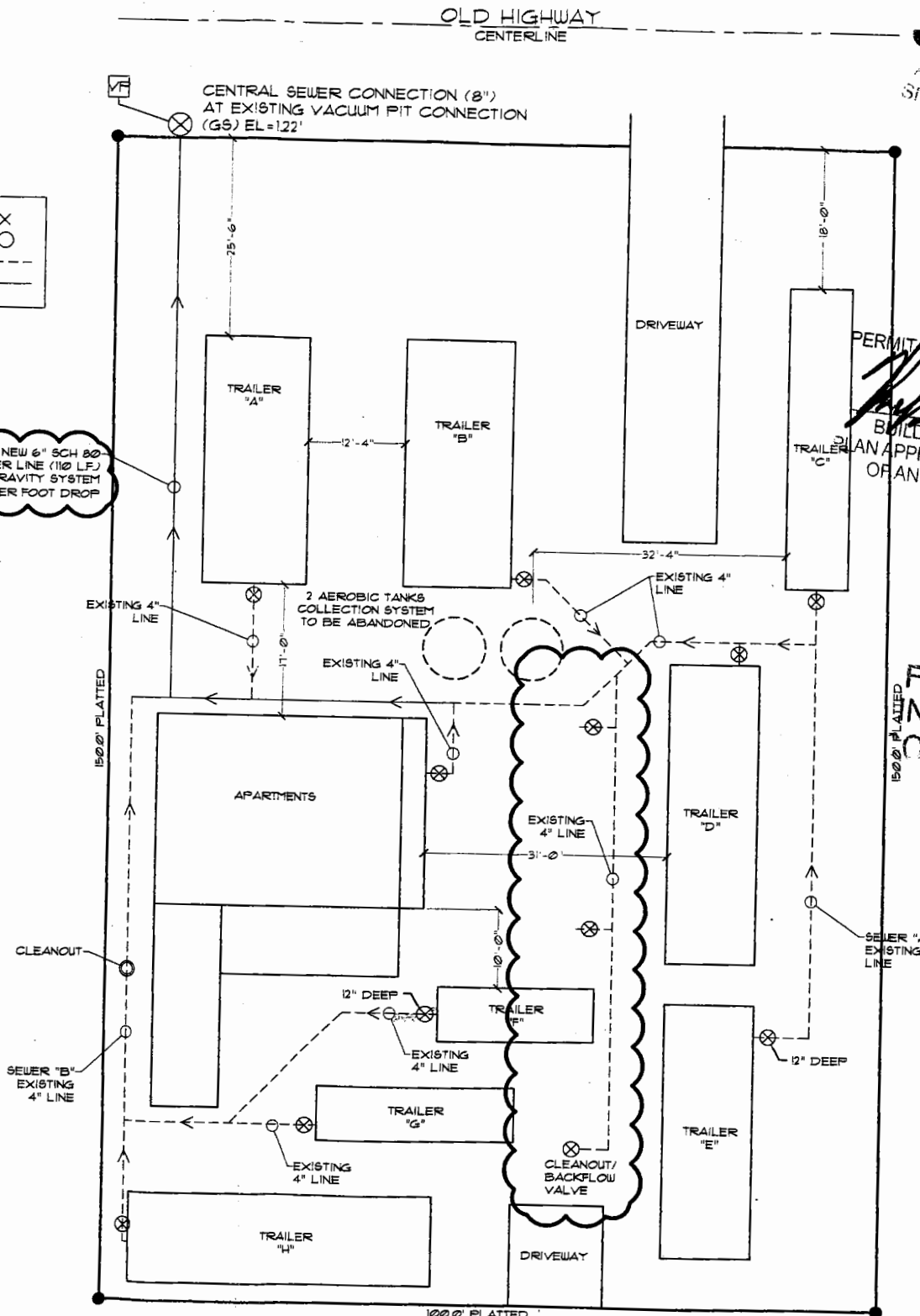
OTHER PIPE	HORIZONTAL SEPARATION	CROSSING (1)	JOINT SPACING @ CROSSING (FULL JOINT CENTERED)
STORM SEWER, STORMWATER FORCE MAIN, RECLAIMED WATER (2)	WATER MAIN 12"	WATER MAIN 12" IS THE MIN EXCEPT FOR STORM SEWER, THEN 6" IS MIN. 12" IS PREFERRED	WATER MAIN 3"
VACUUM SANITARY SEWER	WATER MAIN 12" PREFERRED 6" MIN.	WATER MAIN 12" PREFERRED 6" MIN.	WATER MAIN 3"
GRAVITY OR PRESSURE SANITARY SEWER, SANITARY SEWER FORCE MAIN, RECLAIMED WATER (4)	WATER MAIN 12" PREFERRED 6" MIN. (5)	WATER MAIN 12" IS THE MIN EXCEPT FOR GRAVITY SEWER, THEN 6" IS MIN. 12" IS PREFERRED	WATER MAIN 3"
ON-SITE SEWAGE TREATMENT & DISPOSAL SYSTEM	10" MIN.		

NOTES:
1. WATER MAIN SHOULD CROSS ABOVE OTHER PIPE WHEN MAIN MUST BE BELOW OTHER PIPE, THE MIN SEPARATION IS 12".
2. RECLAIMED WATER REGULATED UNDER PART II OF CHAPTER 62-610 F.A.C.
3. THREE FEET FOR GRAVITY SANITARY SEWER WHERE THE BOTTOM OF THE WATER MAIN IS LAID AT LEAST 6" ABOVE THE TOP OF GRAVITY SEWER LINE.
4. RECLAIMED WATER NOT REGULATED UNDER PART III OF CHAPTER 62-610 F.A.C.
5. ADDITIONAL INFORMATION UNDER PARAGRAPH 3g OF 62-604.600 F.A.C.

LEGEND:

BACKFLOW VALVE: X
CLEANOUT: O
EXISTING 4" SEWER LINE: ---
NEW 6"/8" SEWER LINE: —

NEW 6" SCH 80
SEWER LINE (110 LF)
GRAVITY SYSTEM
• 1/8" PER FOOT DROP



SITE PLAN

SCALE @ 1" = 20'-0"

US-1 OVERSEAS HIGHWAY
CENTERLINE

JOB COPY

APPROVED PLANS TO BE AT JOB
SITE FOR REQUIRED INSPECTIONS.

APPROVED

PERMIT NO. 1801801691
DATE 10/30/18
BUILDING OFFICIAL
PLAN APPROVAL DOES NOT AUTHORIZE VIOLATION
OF ANY TECHNICAL CODES, LOCAL, STATE,
OR FEDERAL LAWS

NOTICE
ALL PERMITS REQUIRE
A FINAL INSPECTION.
FAILURE TO OBTAIN A FINAL
INSPECTION WILL RESULT IN
CODE ENFORCEMENT ACTION

10/24/18



KEYS ENGINEERING

DARYLE L. OSBORN
P.E. NO. FL 71428

9100 SUITE 11 OVERSEAS HIGHWAY
TAVENNER, FLORIDA 33070 - PH. (305) 852-0262

DATE	REVISION	NO.	AS SHOWN	SCALE
5/10/2016	READY FOR PERMITTING	0	5/10/2016	DATE:
10/20/2016	REVISION 1	1	A.S.	DWG BY:
11/19/2016	REVISION 2	2	J.A.	REVISED:
10/22/2018	REVISION 3	3		BIDS DATE:
				ACAD FILE:

TITLE: SITE PLAN
PROJECT: BOLOGNA RESIDENCE
82929 OVERSEAS HIGHWAY
ISLAMORADA, FLORIDA
DRAWING No.: C-1
PROJECT No.: D-16-108

PROPERTY OWNER / ADDRESS:
BOLOGNA GINO S AND PIERA
PO BOX 451
ISLAMORADA, FL. 33036

PROJECT LOCATION:
82929 OVERSEAS HIGHWAY
ISLAMORADA, FLORIDA

RE* - 00403640-000000
ALTERNATE KEY - 1495956

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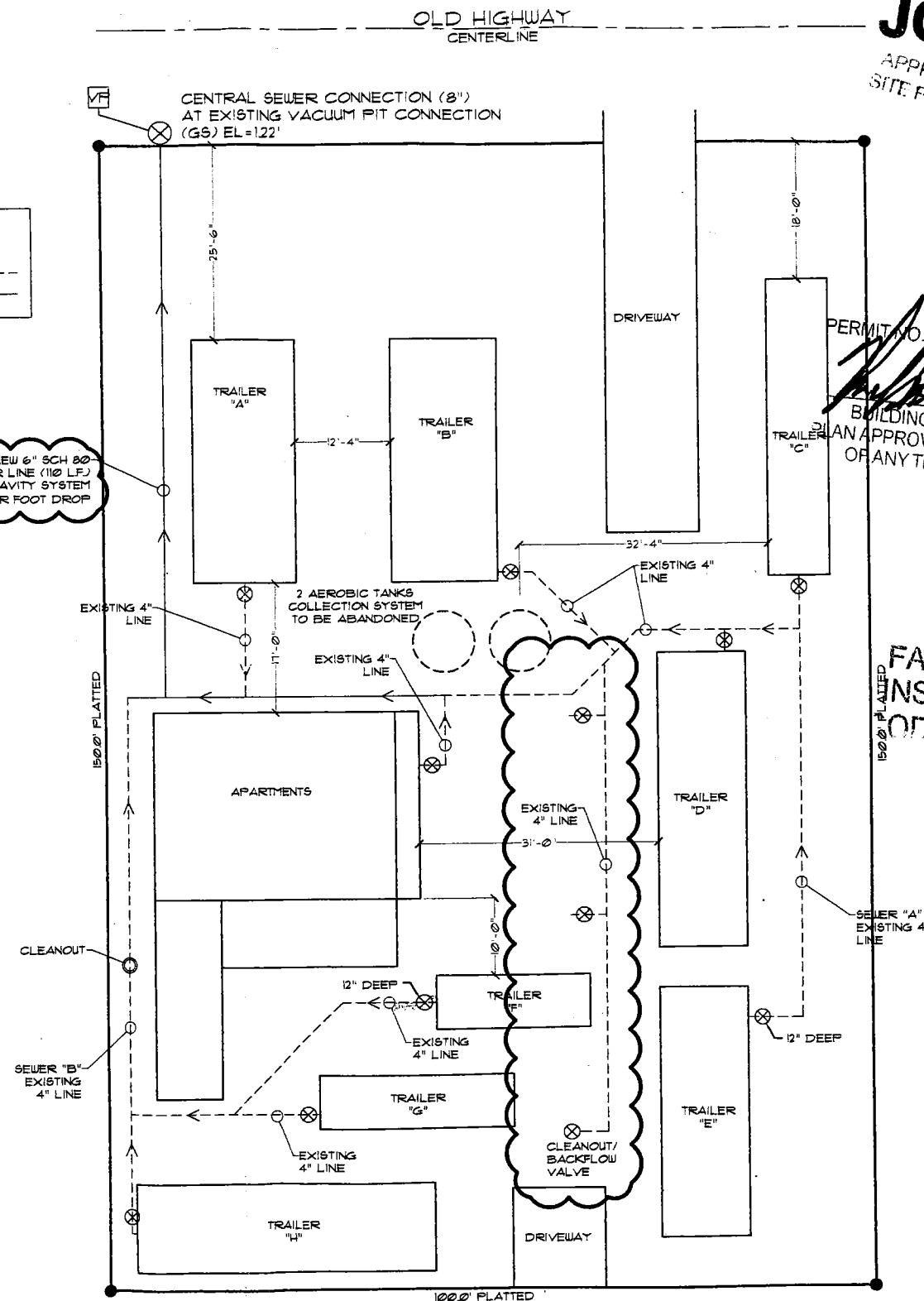
OTHER PIPE	HORIZONTAL SEPARATION	CROSSING (1)	JOINT SPACING @ CROSSING (FULL JOINT CENTERED)
STORM SEWER, STORMWATER FORCE MAIN, RECLAIMED WATER (2)	WATER MAIN 12" MIN.	WATER MAIN 12" IS THE MIN EXCEPT FOR STORM SEWER, THEN 6" IS MIN. 12" IS PREFERRED	WATER MAIN 5' MIN.
VACUUM SANITARY SEWER	WATER MAIN 12" PREFERRED 5' MIN.	WATER MAIN 12" PREFERRED 5' MIN.	WATER MAIN 5' MIN.
GRAVITY OR PRESSURE SANITARY SEWER, STORMWATER FORCE MAIN, RECLAIMED WATER (4)	WATER MAIN 12" PREFERRED 5' MIN. (3)	WATER MAIN 12" IS THE MIN EXCEPT FOR GRAVITY SEWER, THEN 6" IS MIN. 12" IS PREFERRED	WATER MAIN 5' MIN.
ON-SITE SEWAGE TREATMENT & DISPOSAL SYSTEM	10' MIN.		

NOTES:
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CLEANOUT: O
EXISTING 4" SEWER LINE: ---
NEW 6" 8" SEWER LINE: —

NEW 6" SCH 80
SEWER LINE (110 LF.)
GRAVITY SYSTEM
• 1/4" PER FOOT DROP



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SCALE @ 1" = 20'-0"

US-1 OVERSEAS HIGHWAY
CENTERLINE

JOB COPY

APPROVED PLANS TO BE AT JOB
SITE FOR REQUIRED INSPECTIONS.

APPROVED
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CODE ENFORCEMENT ACTION

KEYS ENGINEERING
DARYLE L. OSBORN
P.E. No. FL 21428

3100 SUITE 11 OVERSEAS HIGHWAY
TAVERNER, FLORIDA 33070 - FL (305) 852-0262

DATE	REVISION	NO.	AS SHOWN	SCALE
5/19/2016	READY FOR PERMITTING	0	5/10/2016	DATE: AS
10/20/2016	REVISION 1	1	DWG BY: J.A.	DATE: AS
12/13/2016	REVISION 2	2	REVISED: J.A.	DATE: AS
10/22/2018	REVISION 3	3	BID DATE: 10/22/2018	ACAD FILE:

TITLE: SITE PLAN	PROJECT: BOLOGNA RESIDENCE
DRAWING No: C-1	82929 OVERSEAS HIGHWAY
PROJECT No: D-16-108	ISLAMORADA, FLORIDA

From: [Veronica Ornelas](#)
To: [Vicky Velunza](#)
Subject: Billing Records Research
Date: Tuesday, August 11, 2020 12:33:50 PM
Attachments: [image001.jpg](#)

**Re: FKEC Billing Records Research Request
82929 Overseas Hwy (Ocean View B1L14)**

Good afternoon,

Please find this email as verification that our billing records indicate there is a total of ten (10) individual electric meters in service at the above referenced location dating back 1988.

Feel free to contact me if you need any additional assistance.

Sincerely,

Veronica Ornelas

Member Service Representative

Florida Keys Electric Cooperative Assoc., Inc.
P.O. Box 377
Tavernier FL 33070
305.852.2431 x 216
www.fkec.com



From: [Veronica Ornelas](#)
To: [Vicky Velunza](#)
Subject: Billing Records Research
Date: Tuesday, August 11, 2020 12:33:50 PM
Attachments: [image001.jpg](#)

**Re: FKEC Billing Records Research Request
82929 Overseas Hwy (Ocean View B1L14)**

Good afternoon,

Please find this email as verification that our billing records indicate there is a total of ten (10) individual electric meters in service at the above referenced location dating back 1988.

Feel free to contact me if you need any additional assistance.

Sincerely,

Veronica Ornelas

Member Service Representative

Florida Keys Electric Cooperative Assoc., Inc.
P.O. Box 377
Tavernier FL 33070
305.852.2431 x 216
www.fkec.com



524920

REC 1040 PAGE 2477

This instrument was prepared by:

600
825.00

ANDREW M. TOBIN
Attorney at Law
P.O. Box 620
TAVERNIER, FLORIDA 33070

Warranty Deed

(STATUTORY FORM—SECTION 689.02 F.S.)

This Indenture, Made this 3rd day of February 19 88, Between

ANNA M. HOWELLS, an unmarried widow,

of the County of Monroe, State of Florida, grantor*, and

GINO S. BOLOGNA,

whose post office address is P.O. Box 46, Islamorada, Florida 33036

of the County of Monroe, State of Florida, grantee*,

Witnesseth, That said grantor, for and in consideration of the sum of Ten and no/100 Dollars-----
----- (\$10.00)-----

Dollars,
and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby
acknowledged, has granted, bargained and sold to the said grantee, and grantee's heirs and assigns forever, the following
described land, situate, lying and being in Monroe County, Florida, to-wit:

Lots 13 and 14, Block 1, OCEAN VIEW, a subdivision of Upper
Matecumbe, Florida, the same being part of Lots 2 and 3, in
Section 28, Township 63 South, Range 37 East, according to
the Plat thereof, as recorded in Plat Book 1, at Page 193,
of the Public Records of Monroe County, Florida.

Subject to taxes for the current and subsequent years,
easements for public utilities, restrictions of record, if
any, and a purchase money first mortgage.

825.00 2-8-88
DANNY L. BOGARDUS
By *India Madala*

and said grantor does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all
persons whomsoever.

* "Grantor" and "grantee" are used for singular or plural, as context requires.

In Witness Whereof,

Grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

Marlene S. Weeks
Witness
[Signature]
Witness

Anna M. Howells
ANNA M. HOWELLS (Seal)

STATE OF Florida
COUNTY OF Monroe

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, personally appeared:

Anna M. Howells

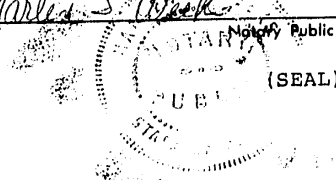
to me known to be the person described in and who executed the foregoing instrument and acknowledged before me that
she executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 3rd day of February,
19 88.

My commission expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. MAR. 5, 1991
BONDED THRU GENERAL INS. UND.

Recorded in Official Records Book
in the County of Monroe
Florida
DANNY L. BOGARDUS
Notary Public



[Search for Permits](#)**Search:**

bologna

GO!

Begin typing a permit number, address, Parcel number or name/address of a contact on the permit and we will search existing permits. If the item you are searching for appears, please select it from the list.

[Permit Applications](#)**Permit Number:** PRBLD202300817**Permit Type:** BUILDING**Status:** Issued**Locations:** 82929 OVERSEAS HWY
00403640-000000

Permit Status

Inspections can only be requested online for this permit application by contacts who are on the application. Please sign in if you are a contact on the application and want to request an inspection.

Permit Number: PRBLD202300562**Permit Type:** BUILDING**Status:** Returned for Correction**Locations:** 82929 OVERSEAS HWY
00403640-000000

Permit Status

Inspections can only be requested online for this permit application by contacts who are on the application. Please sign in if you are a contact on the application and want to request an inspection.

Permit Number: PRELT201801796**Permit Type:** ELECTRICAL**Status:** Closed**Locations:** 82929 OVERSEAS HWY
00403640-000000

Permit Status

Inspections can only be requested online for this permit application by contacts who are on the application. Please sign in if you are a contact on the application and want to request an inspection.

Permit Number: PRPLB201801691**Permit Type:** PLUMBING**Status:** Closed**Locations:** 82929 OVERSEAS HWY
00403640-000000

Permit Status

Inspections can only be requested online for this permit application by contacts who are on the application. Please sign in if you are a contact on the application and want to request an inspection.

Permit Number: PRELT201701676**Permit Type:** ELECTRICAL**Status:** Closed**Locations:** 82929 OVERSEAS HWY
00403640-000000

Permit Status

Inspections can only be requested online for this permit application by contacts who are on the application. Please sign in if you are a contact on the application and want to request an inspection.

Permit Number: PRSCP201601591**Permit Type:** SEWER CONNECTION**Status:** Closed**Locations:** 82929 OLD HWY
00403640-000000

Permit Status

Inspections can only be requested online for this permit application by contacts who are on the application. Please sign in if you are a contact on the application and want to request an inspection.

Permit Number: PRSCP201601587**Permit Type:** SEWER CONNECTION**Status:** Closed**Locations:** 82935 OVERSEAS HWY
00403650-000000

Permit Status

Inspections can only be requested online for this permit application by contacts who are on the application. Please sign in if you are a contact on the application and want to request an inspection.

Permit Number: ERE200800504
Permit Type: ELECTRICAL RESIDENTIAL
Status: Closed
Locations: 82929 OVERSEAS HWY
00403640-000000

Permit Status
Inspections can only be requested online for this permit application by contacts who are on the application. Please sign in if you are a contact on the application and want to request an inspection.

Permit Number: INR200800387
Permit Type: INTERIOR & EXTERIOR RENOVATION/RES
Status: Closed
Locations: 82929 OVERSEAS HWY
00403640-000000

Permit Status
Inspections can only be requested online for this permit application by contacts who are on the application. Please sign in if you are a contact on the application and want to request an inspection.

Permit Number: BRE200800329
Permit Type: BUILDING RESIDENTIAL
Status: Cancelled
Locations: 82929 OVERSEAS HWY
00403640-000000

Permit Status
Inspections can only be requested online for this permit application by contacts who are on the application. Please sign in if you are a contact on the application and want to request an inspection.

#003263

INITIATED BY _____

FKAA WORK ORDER

28408

WORK ORDER NO.

DP 01 06 93
ORIG. MO DAY YR

DATE TO WORK _____

WORK DESCRIPTION

ACCOUNT 03263 30

AREA 04

BOOK 066-4

PAGE 0465

9
NO. UNITS

GINO BOLOGNA/DBA/HOWELLS JCT

NAME L13414 B1 TRAILER PK MM82.9 O/S

LOT BLK SUB-DIVISION
OCEANVIEW, ISLAMORADA

STREET APT

CITY/KEY

MOVED TO OLD ROAD

LOCATION CODE

☐ New Installation☐ Turn-On☐ Unhook Mtr☐ Drop-In☐ Tap No

0043

☐ Reconnect Mtr☐ Transfer to☐ Turn-Off☐ Refund Deposit☐ Turn-Off☐ Reconnect☐ Lock Mtr☐ Remove Mtr☐ Read Only☐ Correct Tap-Off☐ Water Used Not Disposed☐ Tap-Off☐ Turn-Off☐ Deling Turn-On

Date

From

☐ Install Master Meter☐ Change Tap Master Meter☐ Repair Master Meter☐ Repair Service Meter☐ Other

XXXX Change Service Meter

☐ Service Relocation☐ Replace Meter Box☐ Replace Meter Lid☐ Reconnect Customer Master Meter☐ Remove Customer Master Meter☐ Change Customer Master Meter☐ Meter Test - Tandem☐ Meter Test - Field

METER DATA

Removed Meter

Maker: RK

Size: 5/8" Type: SR

Reading: 185316 Meter No.: 348200510

Customer Master Meter Pointer: NONE

Installed Meter

Maker: XARK Size: 5/8" Type: SR

Reading: 957756 Meter No.: 33962848-9

NEW INSTALLATION

☐ Locate Meter Left Side☐ Right Side☐ Where Staked☐ Septic Tank Located Left Side☐ Right Side☐ Other

CONSUMPTION DATA

Date

Reading

Consumption

Final Bill Date

Final Bill Reading

☐ Line Installation☐ Hydrant Installation☐ Distribution Line Reading☐ Line Repair☐ Hydrant Repair☐ Special Inspection☐ Service Line Repair

LEAK INVESTIGATION HISTORY

☐ Transmission☐ Distribution☐ ServicePipe Size: _____ Material Type: ☐ PVC ☐ CI ☐ AC ☐ Galv ☐ Copp ☐ TT ☐ DI ☐ SteelBreak Type: ☐ Hole ☐ Vertical Crack ☐ Lateral Crack

MAINTENANCE

☐ Transmission☐ Distribution

Code

☐ Preventative ☐ Daily ☐ Weekly ☐ Monthly ☐ Semi-Annual ☐ Annual☐ Unscheduled☐ Leak Survey ☐ Locate Pipe ☐ Street Patch ☐ Sidewalk Patch ☐ Trouble Call ☐ Other

Work Description

PROCESSING

REMARKS

ROUTINE METER CHANGE PS

WORK ASSIGNMENT SUMMARY

ASSIGNED TO

☐ Locked☐ Sealed

L

27

93

MO

DAY

YEAR

DATE COMPLETED



Monroe County Health Department
102050 Overseas Hwy Key Largo, FL 33037

PAYING ON: PERMIT #: 44-54-1459064 BILL DOC #: 44-BID-3251660

RECEIVED FROM: Gino S Bologna AMOUNT PAID: \$ 100.00

PAYMENT FORM: CREDIT CARD PAYMENT DATE: 08/30/2016

MAIL TO: **Gino Bologna**
571 Ocean Dr
Juno Beach, FL 33408

FACILITY NAME : Howells Junction Trailer Park

PROPERTY LOCATION:

82929 Overseas Hwy
Islamorada, FL 33036

Lot: _____ Block: _____

Property ID: _____

EXPLANATION or DESCRIPTION:	QUANTITY	FEE
1170 - MHP - Operating Permit	1	\$ 100.00

RECEIVED BY: CoxCX

AUDIT CONTROL NO. 44-PID-3059488

Note: GINO BOLOGNA



STATE OF FLORIDA
DEPARTMENT OF HEALTH
Operating Permit

44-54-1459064

Mobile Home Parks - Mobile Home Park

44-BID-2902864

Issued To: Howells Junction Trailer Park
82929 Overseas Highway
Islamorada, FL 33036

County: **Monroe**
Amount Paid: \$100.00
Date Paid: 01/22/2016
Issued Date: 10/01/2015

Permit Expires On: 09/30/2016

Mail To: Gino Bologna
571 Ocean Drive
Juno Beach, FL 33408

Issued By:
Department of Health in Monroe County

(305) 453-8750

Owner: Bologna, Gino

Mobile Home Spaces: 5

Recreational Vehicle Spaces: 3

Migrant Spaces: 0

Tent Spaces: 0

Total Beds: 0

Total Spaces for Billing: 8

Original Customer: Howells Junction Trailer Park (NON-TRANSFERABLE)

DISPLAY CERTIFICATE IN A CONSPICUOUS PLACE



STATE OF FLORIDA
DEPARTMENT OF HEALTH
Operating Permit

44-54-1459064

Mobile Home Parks - Mobile Home Park

44-BID-2902864

Issued To: Howells Junction Trailer Park
82929 Overseas Highway
Islamorada, FL 33036

County: **Monroe**
Amount Paid: \$100.00
Date Paid: 01/22/2016
Issued Date: 10/01/2015

Permit Expires On: 09/30/2016

Mail To: Gino Bologna
571 Ocean Drive
Juno Beach, FL 33408

Issued By:
Department of Health in Monroe County

(305) 453-8750

Owner: Bologna, Gino



Monroe County Health Department
P.O. Box 6193 Key West, FL 33041

PAYING ON: PERMIT #: 44-54-1459064 BILL DOC #: 44-BID-2902864

RECEIVED FROM: Gino S Bologna AMOUNT PAID: \$ 100.00

PAYMENT FORM: CREDIT CARD PAYMENT DATE: 01/22/2016

MAIL TO: **Gino Bologna**
571 Ocean Dr
Juno Beach, FL 33408

FACILITY NAME : Howells Junction Trailer Park

PROPERTY LOCATION:

82929 Overseas Hwy
Islamorada, FL 33036

Lot: _____ Block: _____

Property ID: _____

EXPLANATION or DESCRIPTION:	QUANTITY	FEE
1170 - MHP - Operating Permit	1	\$ 100.00

RECEIVED BY: Whitel

AUDIT CONTROL NO. 44-PID-2881363



STATE OF FLORIDA
DEPARTMENT OF HEALTH
Operating Permit

44-54-1459064

Mobile Home Parks - Mobile Home Park

44-BID-2620097

Issued To: Howells Junction Trailer Park
82929 Overseas Highway
Islamorada, FL 33036

County: **Monroe**
Amount Paid: \$100.00
Date Paid: 08/28/2014
Issued Date: 10/01/2014

Permit Expires On: 09/30/2015

Mail To: Gino Bologna
571 Ocean Drive
Juno Beach, FL 33408

Issued By:
Department of Health in Monroe County

(305) 453-8750

Owner: Bologna, Gino

Mobile Home Spaces: 5

Recreational Vehicle Spaces: 3

Migrant Spaces: 0

Tent Spaces: 0

Total Beds: 0

Total Spaces for Billing: 8

Original Customer: Howells Junction Trailer Park (NON-TRANSFERABLE)

DISPLAY CERTIFICATE IN A CONSPICUOUS PLACE



STATE OF FLORIDA
DEPARTMENT OF HEALTH
Operating Permit

44-54-1459064

Mobile Home Parks - Mobile Home Park

44-BID-2620097

Issued To: Howells Junction Trailer Park
82929 Overseas Highway
Islamorada, FL 33036

County: **Monroe**
Amount Paid: \$100.00
Date Paid: 08/28/2014
Issued Date: 10/01/2014

Permit Expires On: 09/30/2015

Mail To: Gino Bologna
571 Ocean Drive
Juno Beach, FL 33408

Issued By:
Department of Health in Monroe County

(305) 453-8750

Owner: Bologna, Gino



STATE OF FLORIDA
DEPARTMENT OF HEALTH
Operating Permit

44-54-1459064

Mobile Home Parks - Mobile Home Park

44-BID-2254179

Issued To: Howells Junction Trailer Park
82929 Overseas Highway
Islamorada, FL 33036

County: **Monroe**
Amount Paid: \$100.00
Date Paid: 09/16/2013
Issue Date: 10/01/2013

Permit Expires On: 09/30/2014

Mail To: Gino Bologna
571 Ocean Drive
Juno Beach, FL 33408

Issued By:
Department of Health in Monroe County
102050 Overseas Highway Box 10
Key Largo, FL 33037
(305) 453-8750

Owner: Bologna, Gino

Mobile Home Spaces: 5

Recreational Vehicle Spaces: 3

Migrant Spaces: 0

Tent Spaces: 0

Total Beds: 0

Total Spaces for Billing: 8

Original Customer: Howells Junction Trailer Park (NON-TRANSFERABLE)

DISPLAY CERTIFICATE IN A CONSPICUOUS PLACE



STATE OF FLORIDA
DEPARTMENT OF HEALTH
Operating Permit

44-54-1459064

Mobile Home Parks - Mobile Home Park

44-BID-2254179

Issued To: Howells Junction Trailer Park
82929 Overseas Highway
Islamorada, FL 33036

County: **Monroe**
Amount Paid: \$100.00
Date Paid: 09/16/2013
Issue Date: 10/01/2013

Permit Expires On: 09/30/2014

Mail To: Gino Bologna
571 Ocean Drive
Juno Beach, FL 33408

Issued By:
Department of Health in Monroe County
102050 Overseas Highway Box 10
Key Largo, FL 33037
(305) 453-8750

Owner: Bologna, Gino



Key Largo Environmental Health Office
102050 Overseas Hwy Key Largo, FL 33037

PAYING ON: PERMIT #: 44-54-1459064 BILL DOC #: 44-BID-2254179

RECEIVED FROM: Gino S Bologna AMOUNT PAID: \$ 100.00

PAYMENT FORM: CHECK 525 PAYMENT DATE: 09/16/2013

MAIL TO: **Gino Bologna**
571 Ocean Dr
Juno Beach, FL 33408

FACILITY NAME : Howells Junction Trailer Park

PROPERTY LOCATION:

82929 Overseas Hwy
Islamorada, FL 33036

Lot: _____ Block: _____

Property ID: _____

EXPLANATION or DESCRIPTION:	QUANTITY	FEE
-1 - MHP - Operating Permit	1	\$ 100.00

RECEIVED BY: DensonBX

AUDIT CONTROL NO. 44-PID-2259035



STATE OF FLORIDA
DEPARTMENT OF HEALTH
APPLICATION FOR MOBILE HOME PARK, MOBILE HOME PARK HOUSING MIGRANT FARMWORKERS,
LODGING PARK, RECREATIONAL VEHICLE PARK AND RECREATIONAL CAMP

Authority: Chapter 513 & 381, FS, Chapter 64E-15, FAC

DATE 3-4-13

Current Permit Number 44-54-1459064

Check type of permit for which application is made. Application is hereby made to the Department of Health for a () mobile home park, () *mobile home park with farmworkers, () recreational vehicle park, () lodging park, or () recreational camp permit.

*A mobile home park which houses 5 or more migrant farmworkers.

PERMIT IS REQUIRED AS FOLLOWS:		☐ Ownership change: From _____ to below	
☒ Annual Renewal <u>2 quarters</u>		☐ Park or Camp Name Change: From _____ to below	
☐ Capacity Change: From _____ to _____ spaces		☒ New or Modified Park or Camp	

Name of Park or Camp Howells Junction TRAIL PARK (561) 317-2507
Location of Park or Camp 82929 Overseas Hwy ISLAND ROAD K1 53036
Owner's Name & Address Gino Bologna 571 Ocean Drive JUNE BEACH FL 33408
Manager's Name & Address (same)

MOBILE HOME		Migrant Spaces	LODGING	RECREATIONAL VEHICLE		RECREATIONAL CAMPS			
				RV	Tent	Barracks	Cabins	Tents	Total Occupants
<u>5</u>	<u>36</u>			<u>3</u>					

SANITARY FACILITIES AT RECREATIONAL VEHICLE PARK OR RECREATIONAL CAMP
TOILETS LAVATORIES SHOWERS URINALS WATER SUPPLY STATIONS SEWAGE DUMP STATIONS

MALE _____
FEMALE _____

EACH MOBILE HOME/RV HAS ITS OWN TOILET/SHOWER

It is hereby certified that the water supply system and the sewage system have been installed in accordance with the plans and specifications approved by the Department of Environmental Protection and/or the Department of Health. It is agreed that the undersigned owner and manager is familiar with and will adhere to the provisions of Chapter 513, Florida Statutes, as well as Chapter 64E-15, Florida Administrative Code.

Gino Bologna
Signature of Owner, Manager or Agent

FOR COMPLETION BY HEALTH DEPARTMENT STAFF

INSTRUCTIONS: Circle the appropriate number that applies to the water system and sewage system being used.

WATER SUPPLY	SEWAGE DISPOSAL
☐ 1 Community Offsite	☐ 1 Municipal
☒ 2 Community/Public Drinking Water System Onsite	☐ 2 Central System Serving Only Park or Camp
☐ 3 Non-Community Public Drinking Water System	☒ 3 Septic Tanks or (Other Individual System) <u>Atu</u>
☐ 4 Non-Transient Non-Community	☐ 4 Combination of Central System & Septic Tank
☐ 5 Other Public Drinking Water Systems (10D-4)	☐ 5 Combination of Municipal and Septic Tank

RECOMMENDATION: Approval ☒
Disapproval ☐

[Signature]
Signature of Health Official



Monroe County Health Department
102050 Overseas Hwy Key Largo, FL 33037

PAYING ON: PERMIT #: 44-54-1459064 BILL DOC #:44-BID-2149883

RECEIVED FROM: Gino S Bologna AMOUNT PAID: \$ 112.50

PAYMENT FORM: CHECK 515 PAYMENT DATE: 03/04/2013

MAIL TO: **Gino Bologna**
451 Mars Way
North Palm Beach, FL 33408

FACILITY NAME : Howells Junction Trailer Park

PROPERTY LOCATION:

82929 Overseas Hwy
Islamorada, FL 33036

Lot: _____ Block: _____

Property ID: _____

EXPLANATION or DESCRIPTION:	QUANTITY	FEE
-1 - MHP - Operating Permit (2Qtr)	1	\$ 50.00
-1 - Mobile Home County Fee (2Qtr)	1	\$ 62.50

RECEIVED BY: GivenBM

AUDIT CONTROL NO. 44-PID-2098922



ISLAMORADA, VILLAGE OF ISLANDS
PLANNING AND DEVELOPMENT SERVICES DEPARTMENT
86800 Overseas Highway ♦ Islamorada, Florida 33036 ♦ 305-664-6400 ♦
www.islamorada.fl.us

June 7, 2024

Russell Yagel, Esq.

Sent via CityView Portal

Subject: Pre-Application (File No. PLPRE20230193)

Dear Mr. Yagel,

Thank you for your Application for a Pre-Application Conference ("Application"). The following is the Planning and Development Services Department's ("Staff") analysis of your questions and a summary of the meeting held on January 3, 2024. The purpose of the Pre-Application Conference is to familiarize the applicant with the applicable provisions of Chapter 30, *Land Development Regulations (LDRs)*, of the Code of Ordinances ("Code") of Islamorada, Village of Islands, Florida (the "Village"), the processes required to determine the lawfully established dwelling unit rights on the subject property(s).

For the purposes of this dwelling unit determination, each property will be individually assessed and discussed.

Parcel # 00403630-000000, Lot 13 located on Upper Matecumbe Key, FL ("Property 1").

Parcel # 00403640-000000, Lot 14, located on Upper Matecumbe Key, FL ("Property 2").

Parcel # 00403650-000000, Lot 15, located on Upper Matecumbe Key, FL ("Property 3").

The subject Properties are categorized within the Future Land Use Map (FLUM) as Mixed Use (MU) and are within the Village Center (VC) Zoning District.

Background Zoning:

1963 Zoning: BU-2 (Medium Business District) Commercial use as a primary use – living quarters for watchmen and caretakers only permitted as an accessory use. Prohibited any residential use.

1986 Zoning: SC (Sub Urban Commercial District) Commercial uses as a primary use – apartments involving less than six dwelling units in conjunction with a permitted commercial use.

The Village Comprehensive Plan, Chapter 3: Housing Element Data Inventory and Analysis table 3-13: Inventory of Existing Mobile Home Parks did not include or recognize the subject property(s) a lawfully established mobile home park.

TABLE 3-13: INVENTORY OF EXISTING MOBILE HOME PARKS

MOBILE HOME PARK	LOCATION	NUMBER OF MOBILE HOME SPACES
Vacation Village	Plantation Key	26
Plantation Tropical Park	Plantation Key	52
Harris Ocean Park Estates 1 st Addition	Plantation Key	45
San Pedro Trailer Park	Plantation Key	41
Seabreeze Trailer Park	Plantation Key	101
Windley Key Mobile Home Park	Windley Key	42
Peaceful Palms Mobile Home Park	Windley Key	15
Coral Bay	Upper Matecumbe Key	17
Key Lantern Motel and Trailer Park	Upper Matecumbe Key	21
Village Mobile Park	Upper Matecumbe Key	32
Pelican Palms Mobile Home Park	Upper Matecumbe Key	35
Total		427

Source: Florida Department of Health, 1999

Additional Documentation/Evidence Provided by Applicant:

The applicant provided the following permits from the State of Florida Department of Health and Rehabilitative Services:

- 1977 operating permit for six (6) independent mobile homes
- Approved application for mobile home park in 2013 for five (5) mobile homes and (3) Recreational Vehicles (RV).
- Mobile Home Park operating permit in 2014 for five (5) mobile homes and (3) Recreational Vehicles (RV).
- Mobile Home Park operating permit in 2015 for five (5) mobile homes and (3) Recreational Vehicles (RV).
- Mobile Home Park operating permit in 2015 for five (5) mobile homes and (3) Recreational Vehicles (RV) – expiration date 9/30/2016.

The applicant provided State of Florida Department of Business Regulations License for Lodging of four (4) units – expiration date 10/1/1983.

The applicant provided Monroe County Occupational License for “trailer park serv” for five (5) employees – expiration date of 9/30/1987.



ISLAMORADA, VILLAGE OF ISLANDS
PLANNING AND DEVELOPMENT SERVICES DEPARTMENT
86800 Overseas Highway ♦ Islamorada, Florida 33036 ♦ 305-664-6400 ♦
www.islamorada.fl.us

The following questions were presented by the applicant:

What is the number of lawfully established dwelling units associated with the property?

See Dwelling Unit Analysis provided.

What is the character of those lawfully established dwelling units (e.g. residential market rate or transient)?

There are no transient units on the property. See Dwelling Unit Analysis provided.

What is the current allowed density on the property?

Each lot is 7500 square feet. The maximum FAR for each lot is .35.

The allowed use density is up to six dwelling units per acre, or up to 12 dwelling units per acre with TDRs or up to 15 deed restricted affordable housing dwelling units per acre; however, on commercially developed parcels of land, the density requirements for affordable housing provided herein shall not exceed 15 deed restricted affordable housing dwelling units per acre, regardless of any nonresidential floor area or FAR, or market rate residential dwelling units.

If the number of lawfully established dwelling units exceeds the current allowed density, is the historical non-conforming density preserved?

As defined in Village LDRs section 30-732:

Nonconforming use means any use lawfully being made of any land, water or structure (other than a sign) on the effective date of the regulations in this chapter (or of any amendment which renders such use nonconforming), which does not comply with all of the requirements of this chapter as they may be amended. The casual, temporary, or illegal use of land or structures, or land and structures in combination, shall not be sufficient to establish the existence of a nonconforming use or to create rights in the continuance of such use.

Nonconforming structure means any structure (other than a sign) lawfully existing on the effective date of the regulations in this chapter (or of any amendment which renders such structure nonconforming), which does not comply with restrictions on lot area, lot coverage, height, setbacks, location on the lot, or any such requirements of this chapter as they may be amended (other than use regulations).

The Monroe County zoning regulations did not allow for dwelling units without a primary commercial use.

Property 1 and Property 2 have no evidence of existing commercial use, and therefore were not lawful under 1963 or 1986 zoning regulations.

Property 3 had a commercial use and dwelling unit above it allowed by the 1963 and 186 zoning regulations. The current Village LDRs allow for a single-family dwelling unit without commercial use, the building with on market rate (upstairs) and commercial square footage (downstairs) is conforming use of the property. However, a determination by the Building Official must be made as to the conformity of building codes in the existing building.

If the owner obtains affordable allocations for some of the dwelling units on the property and retains some units as market rate units, what is the maximum number of units allowed on the property?

Each lot individually has less density than if the lots were to be unified. Individually each of the lots could accommodate one market rate dwelling unit. Unified, the property can accommodate up to seven (7) deed restricted affordable units.

Dwelling Unit Analysis:

Property 1

Sec 30-473(d) *Criteria*. Criteria for determining the existence of a legally established residential dwelling unit or nonresidential floor area. A dwelling unit or an amount of nonresidential floor area shall be determined to legally exist if the parcel meets at a minimum all of the criteria of either (1) or (2) below:

1. A permit or other official approval was issued by the village or Monroe County for the unit(s) or floor area for residential dwelling units or nonresidential floor area and the unit(s) or floor area was accounted for in the village comprehensive plan building permit allocation system and ROGO [Rate of Growth Ordinance (Monroe County Ordinance 016-1992 as amended)], which shall be proof that the residential units(s) or amount of floor area was in existence and included in the April 1990 Census or was issued a certificate of occupancy subsequent to April 1990.

The Village does not have any building permits for Property 1 for residential or commercial use. There are no official approvals from Monroe County indicating the units were accounted for in Monroe County Ordinance 016-1992 as amended. **Criteria 1 has not been met.**



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2. If a permit or other official approval is not available, for residential dwelling units or nonresidential floor area, the criteria listed below shall be used to establish proof that the residential dwelling unit or nonresidential floor area was legally established:
 - a. The structure in which the unit or nonresidential floor area is located is currently habitable as determined by the building official, or utility invoices/receipts from Florida Keys Electric Cooperative or Florida Keys Aqueduct Authority are provided that clearly indicate by separate meter that the unit or nonresidential building was being served during April 1990, or Monroe County property record card showing the existence of the unit or nonresidential floor area in 1990, or occupational license or other state license for 1990 for a nonresidential use of a property, or insurance policy records for the building for a nonresidential use of a property that clearly delineate the amount of floor area; and

The Monroe County Property Appraisers property record card from 1986 shows one mobile home on Property 1. The property record card in 1990 shows two mobile homes on Property 1.

The applicant provided a copy of a "Declaration of Mobile Home As Real Property" form submitted to the Property Appraisers office dated 3/16/1990 for two mobile homes.

The applicant provided a copy of an FKAA work order to replace water meter servicing "9 units" dated 1/29/1993. Does not provide detail of how many units were serviced by the water meter on Property 1.

The applicant submitted an email from FKEC stating there was a valid FKEC account dating back to 1988 with 10 meters – this has not been verified and does not designate how many meters were serving units on Property 1.

- b. Aerial photograph(s) or signed and sealed survey(s) clearly showing existence of the dwelling unit or nonresidential structure either in 1990, or if not available for 1990 then both prior to and subsequent to 1990; and
- 1985 aerial shows two mobile homes, and the 1986 property record card states one.
 - 1997 aerial shows one, possibly two mobile homes.
 - 2000 & 2003 aerial shows one clearly visible in the same location as the 1985 aerial. The lot is mostly covered with vegetation obstructing the view of the aerial.
 - 2006 aerial shows possibly three mobile homes on the lot.
 - 2009 aerial shows one clearly, however the aerial photo is obstructed by vegetation.

- 2018 aerial shows three units on the lot.

Aerial photographs show the existence of dwelling units on Property 1. There is clear evidence of two mobile homes prior to 1990 and just after.

- c. A determination by the village that the use could have been legally permitted under the zoning and building codes in effect for the parcel at the time the structure was constructed, or the business was established. This not only refers to the type of use but also to the parameters of the building construction;

The zoning from 1963 through incorporation of the Village did not allow residential use of the property without commercial use as the primary use of the property. There are no records of permitted commercial use of Property 1.

The current zoning allows for residential use; however, it does not allow construction type of mobile homes or recreational vehicles.

3. Additional information shall be required to establish the number of units for mobile homes or recreational vehicles ("RVs") if such units are located in either a mobile home park or RV park; including:
 - a. The number of mobile homes and RVs approved by the State of Florida Department of Health as shown on the approved prospectus or any other documents on file with the State of Florida Department of Health for either the mobile home park or RV park;
 - b. Notwithstanding the number of mobile homes and RVs provided in subsection a., the total units recognized shall not exceed the number of mobile home spaces as shown in chapter 3 of the village comprehensive plan data inventory and analysis; and
 - c. A demolition permit(s) for each mobile that has been removed.

The units are not recognized in the data inventory and analysis of the village comprehensive plan. **Criteria 3 has not been met.**

Property 1 meets the criteria listed in criteria 2 subsections a and b, but not c. The Village does not recognize any legally established dwelling units on Property 1.

Property 2

Sec 30-473(d) *Criteria*. Criteria for determining the existence of a legally established residential dwelling unit or nonresidential floor area. A dwelling unit or an amount of nonresidential floor



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area shall be determined to legally exist if the parcel meets at a minimum all of the criteria of either (1) or (2) below:

1. A permit or other official approval was issued by the village or Monroe County for the unit(s) or floor area for residential dwelling units or nonresidential floor area and the unit(s) or floor area was accounted for in the village comprehensive plan building permit allocation system and ROGO [Rate of Growth Ordinance (Monroe County Ordinance 016-1992 as amended)], which shall be proof that the residential units(s) or amount of floor area was in existence and included in the April 1990 Census or was issued a certificate of occupancy subsequent to April 1990.

The following building permit records were found:

- Permit #4024, dated 1962 for an addition to an existing structure – the file is incomplete and does not include approved plans.
- Permit #1020, not dated, is a site drawing for at 40'x10' concrete slab, the file is incomplete.
- Permit #10051, dated 1965, electrical permit replacing two metered trailer outlets damaged by the storm – incomplete file.

It is unclear from the permit records exactly how many, if any, units were accounted for in the 1990 census. **Criteria 1 has not been met.**

2. If a permit or other official approval is not available, for residential dwelling units or nonresidential floor area, the criteria listed below shall be used to establish proof that the residential dwelling unit or nonresidential floor area was legally established:
 - a. The structure in which the unit or nonresidential floor area is located is currently habitable as determined by the building official, or utility invoices/receipts from Florida Keys Electric Cooperative or Florida Keys Aqueduct Authority are provided that clearly indicate by separate meter that the unit or nonresidential building was being served during April 1990, or Monroe County property record card showing the existence of the unit or nonresidential floor area in 1990, or occupational license or other state license for 1990 for a nonresidential use of a property, or insurance policy records for the building for a nonresidential use of a property that clearly delineate the amount of floor area; and

The Monroe County Property Appraisers property record card from 1961 shows a two-story building on Property 2 indicating a Single-Family Residence (SFR) with three rooms (there were no records of the original building permit to verify the number of rooms).

The property record card from 1966 shows the permitted 9'x26' addition (permit #4024).

The property record card from 1986 shows a two-story building, garage addition, and two mobile homes on Property 2.

The applicant provided a copy of a "Declaration of Mobile Home As Real Property" form submitted to the Property Appraisers office dated 3/16/1990 for four mobile homes.

The applicant provided a copy of an FCAA work order to replace water meter servicing "9 units" dated 1/29/1993. Does not provide detail of how many units were serviced by the water meter on Property 2.

The applicant submitted an email from FKEC stating there was a valid FKEC account dating back to 1988 with 10 meters – this has not been verified and does not designate how many meters were serving units on Property 2.

b. Aerial photograph(s) or signed and sealed survey(s) clearly showing existence of the dwelling unit or nonresidential structure either in 1990, or if not available for 1990 then both prior to and subsequent to 1990; and

- 1975 aerial shows the 1961-1966 building, garage addition, and three mobile homes.
- 1985 aerial shows the building, garage addition, and three mobile homes – the property record card confirms the building, the garage addition and two mobile homes.
- 1997 aerial shows the building, the garage addition and three mobile homes.
- 2000, 2003, 2006, 2009, 2012 aerials show the building, the garage addition, and three mobile homes.
- 2015 aerial shows the building, the garage addition, and four mobile homes and a smaller unit (possibly an RV).
- 2018 aerial shows the building, the garage addition, four mobile homes and an RV.

Aerial photographs show the existence of dwelling units on Property 2. There is clear evidence of one SFR, one garage addition and three mobile homes prior to and just after 1990.

c. A determination by the village that the use could have been legally permitted under the zoning and building codes in effect for the parcel at the time the structure was constructed, or the business was established. This not only refers to the type of use but also to the parameters of the building construction;



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The zoning from 1963 through incorporation of the Village did not allow residential use of the property without commercial use as the primary use of the property. There are no records of permitted commercial use of Property 1.

The current zoning allows for residential use; however, it does not allow construction type of mobile homes or recreational vehicles.

3. Additional information shall be required to establish the number of units for mobile homes or recreational vehicles ("RVs") if such units are located in either a mobile home park or RV park; including:
 - a. The number of mobile homes and RVs approved by the State of Florida Department of Health as shown on the approved prospectus or any other documents on file with the State of Florida Department of Health for either the mobile home park or RV park;
 - b. Notwithstanding the number of mobile homes and RVs provided in subsection a., the total units recognized shall not exceed the number of mobile home spaces as shown in chapter 3 of the village comprehensive plan data inventory and analysis; and
 - c. A demolition permit(s) for each mobile that has been removed.

The units are not recognized in the data inventory and analysis of the village comprehensive plan. **Criteria 3 has not been met.**

Property 2 meets the criteria listed in criteria 2 subsections a and b, but not c. The Village recognizes **one dwelling unit**, although the county regulations did not allow it without commercial use, there is some indication a portion of the garage addition was used in conjunction with the auto shop on Property 3.

Property 3

Sec 30-473(d) *Criteria*. Criteria for determining the existence of a legally established residential dwelling unit or nonresidential floor area. A dwelling unit or an amount of nonresidential floor area shall be determined to legally exist if the parcel meets at a minimum all of the criteria of either (1) or (2) below:

1. A permit or other official approval was issued by the village or Monroe County for the unit(s) or floor area for residential dwelling units or nonresidential floor area and the unit(s) or floor area was accounted for in the village comprehensive plan building permit allocation system and ROGO [Rate of Growth Ordinance (Monroe County Ordinance 016-1992 as amended)], which shall be proof that the residential units(s) or amount of floor area was in existence and included in the April 1990 Census or was issued a certificate of occupancy subsequent to April 1990.

The following building permit records were found:

- Permit #C-233, issued in 1974 permitted a two-story building with a two-bedroom SFR on the top and garage/storage on the ground level.
- Permit #C-1895 issued in 1976 permitted a covered porch on the 2nd floor of the existing building.
- Permit #C-9330, issued in 1981 permitted an addition to the existing ground floor for "Tony's Body Shop" – commercial use.
- Permit #0005131, issued in 2000, permitted a change of copy for commercial use on the lower level for an art gallery.

Criteria 1 has been met. The Village recognizes **one legally established dwelling unit and 3,456 square feet of non-residential floor area** on Property 3.

In summary, the Village recognizes **two (2)** legally established market rate dwelling units and **3,456 square feet** of non-residential floor area.

This pre-application letter is based solely upon the information provided by the applicant and is only intended to familiarize the applicant with the provisions of the land development regulations currently in effect that may be applicable to the development project proposed by the applicant. The information provided herein is subject to change based upon the adoption of new policies or regulations, the repeal of existing policies or regulations, submission of additional information, or a determination that incomplete/inaccurate information or misstatements of fact were provided by the applicant. This letter is not a development approval, order or permit, and nothing contained herein shall be construed or interpreted as conveying, conferring, granting or denying any building, development or vested rights. This is not an administrative decision or interpretation regarding the provisions of the comprehensive plan or land development regulations. A final



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decision or interpretation of the applicable policies and regulations cannot be made until the applicant submits a complete development application for review.

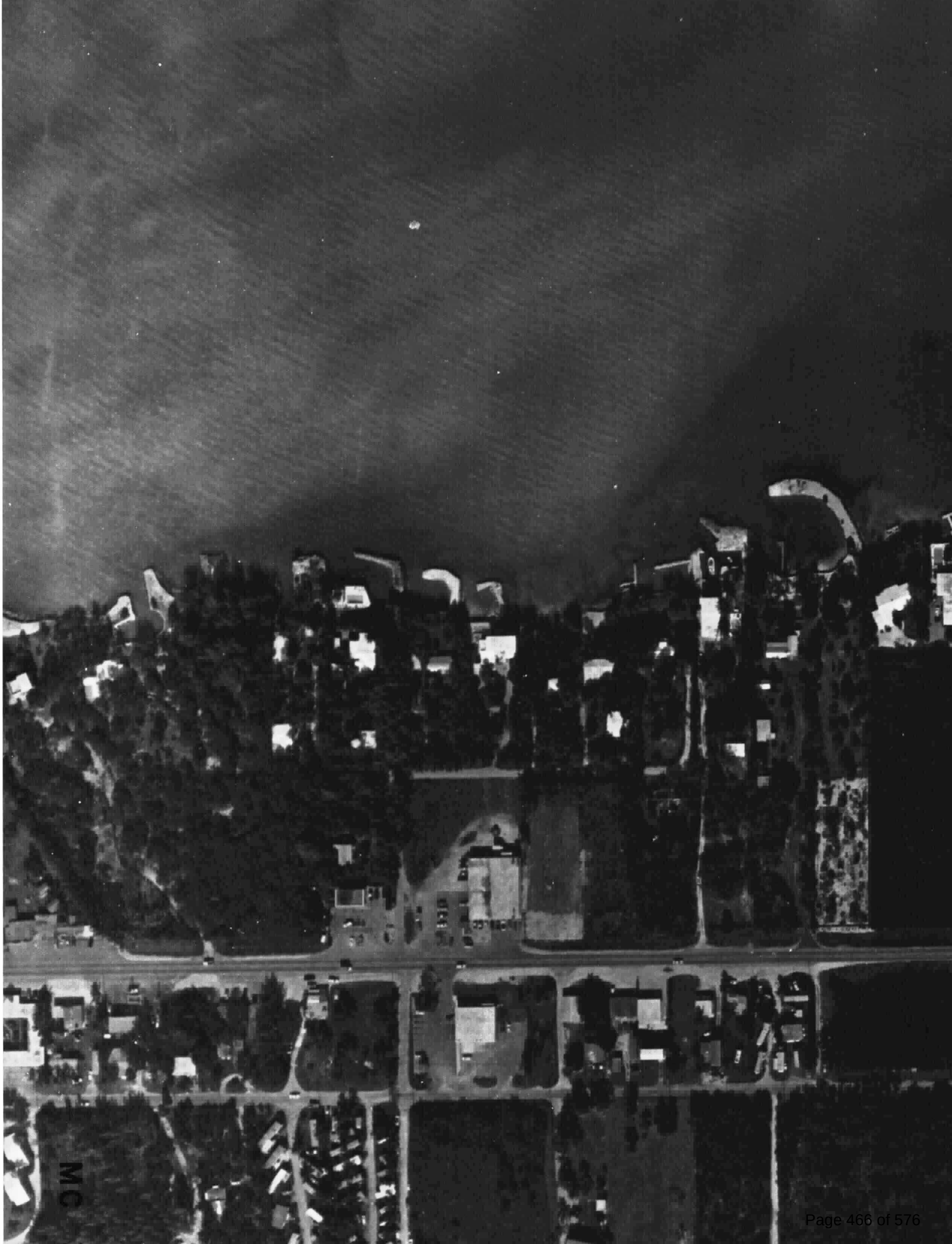
Pursuant to Section 30-281(a) of the Code of Ordinances: Any person aggrieved by an administrative decision or interpretation of the director of planning and development services, the building official or other village administrative official regarding the provisions of this chapter may appeal such decision or interpretation. The appeal shall be initiated within 30 days of the date of receipt by the aggrieved person of mailed, or posted, or published notice of the administrative decision or interpretation by filing an appeal with the director in a form specified by the planning and development services department for reviewing the application, and shall be accompanied by an application fee that is established by the village council from time to time to defray the actual cost of processing the appeal. Failure to file an appeal within the timeframe specified, and exhaust all administrative remedies provided for in this chapter, shall constitute a waiver of all rights to appeal any interpretation or determination made by the village.

If you require additional information, please feel free to contact me.

Sincerely,

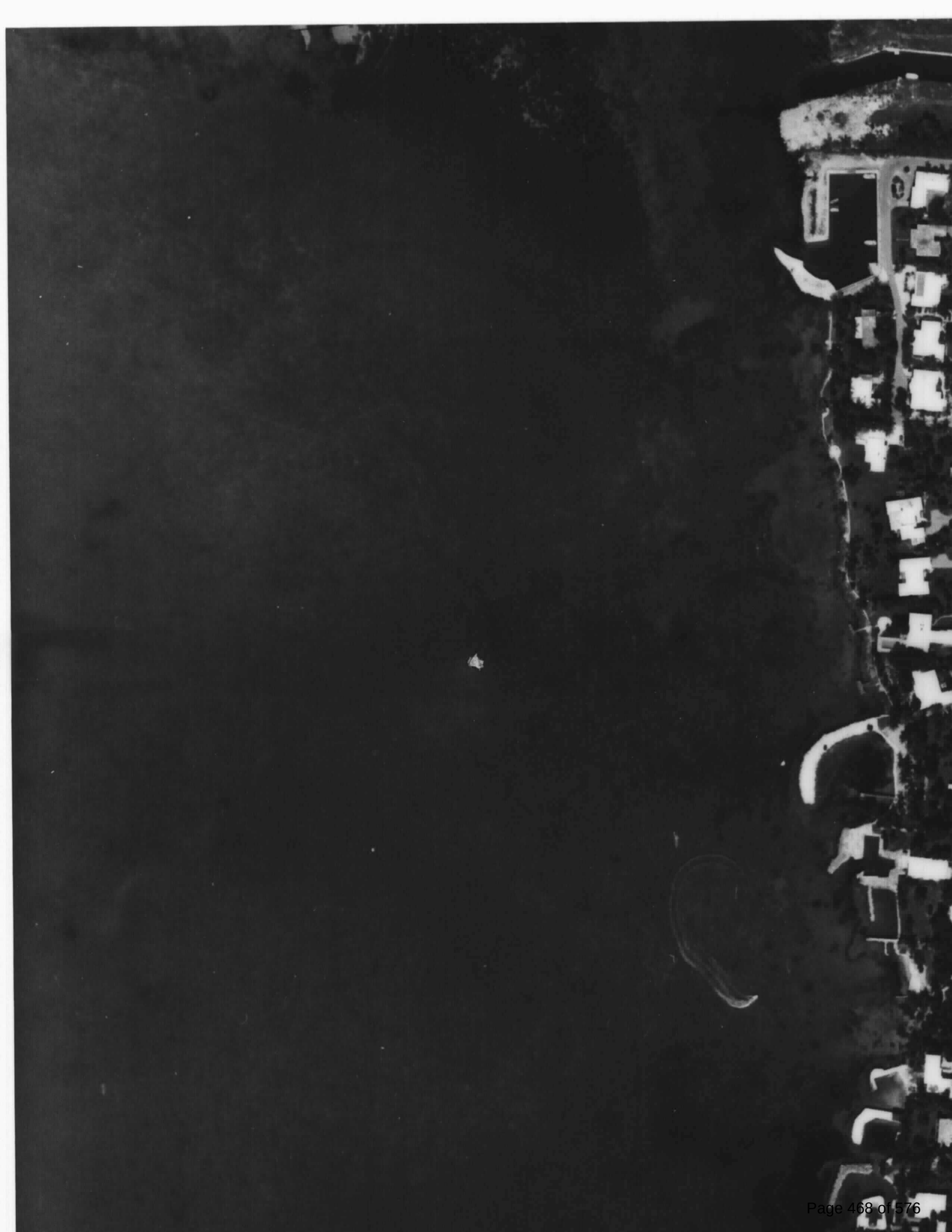
A handwritten signature in blue ink that reads "Jamie Terry".

Jamie Terry
Planning & Zoning Technician
86800 Overseas Highway
Islamorada, FL 33036
Telephone: (305) 664-6426
E-mail: jamie.terry@islamorada.fl.us



MC















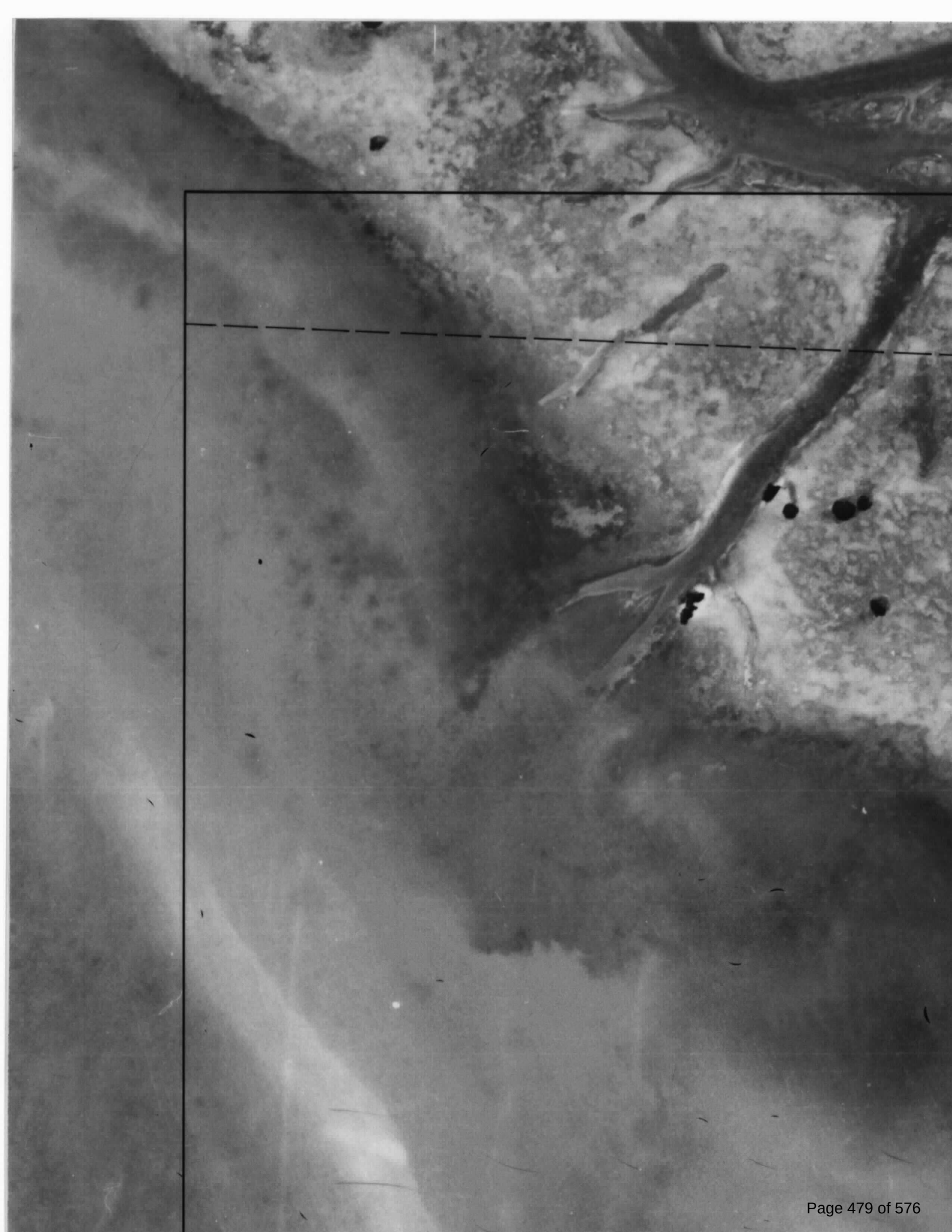










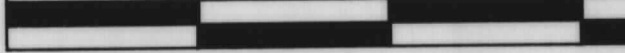




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82/
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SCALE 1"=200'





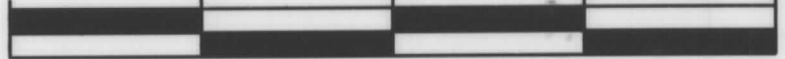
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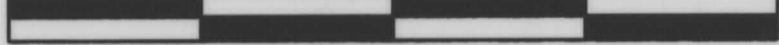
SCALE 1"=200'





SCALE 1"=200'

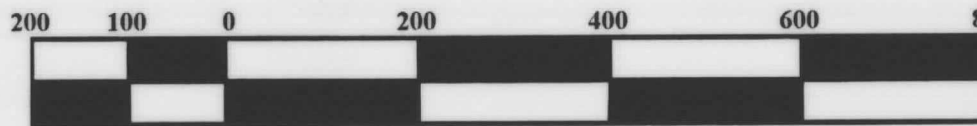


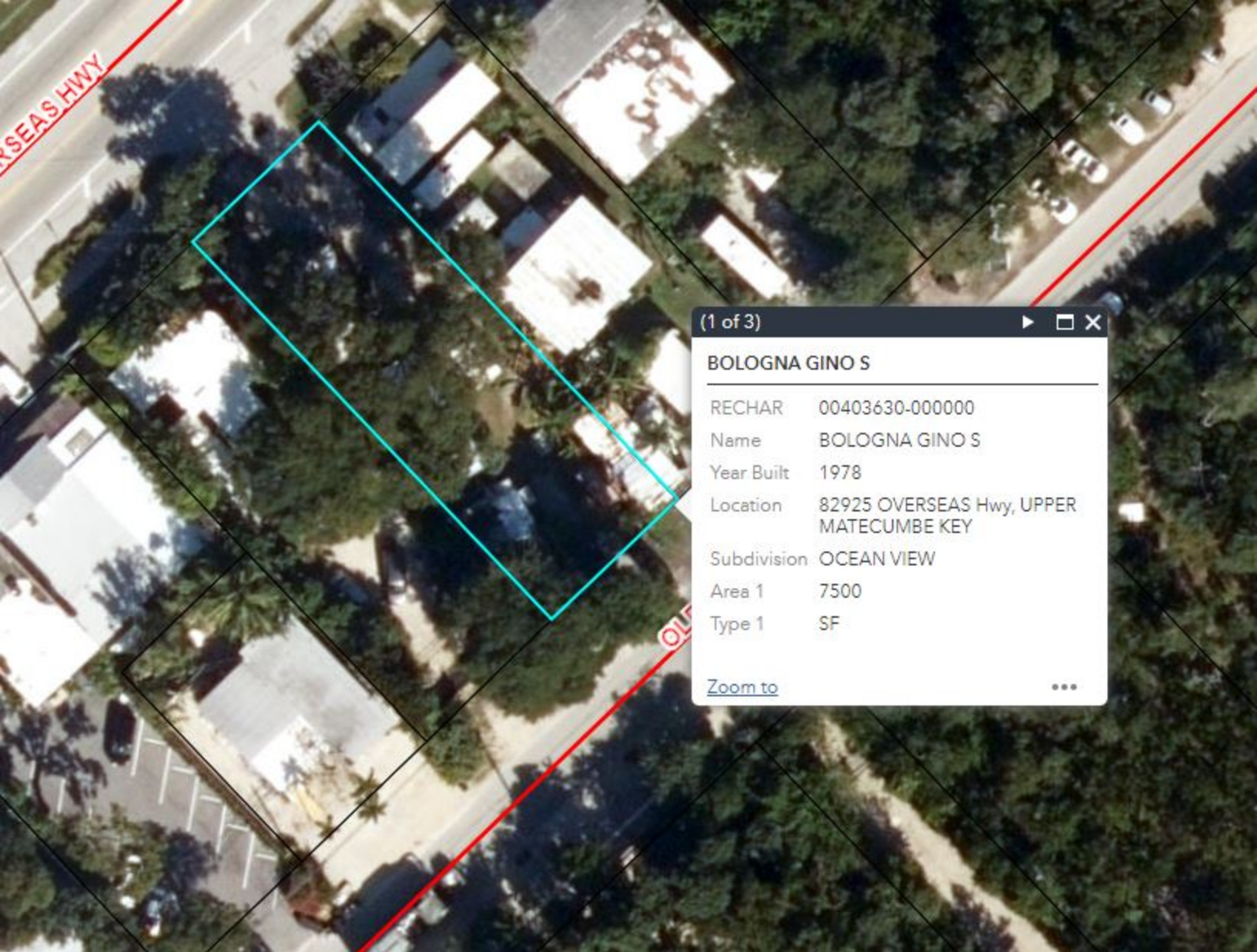


SCALE 1"=200'



Prepared by: **KUCERA SOUTH INC.**
Lakeland, Florida
Phone: (813) 646-9661 Fax: (813) 647-5471
A DIVISION OF
KUCERA INTERNATIONAL INC.
Headquarters - Willoughby, Ohio
Phone: (216) 975-4230 Fax: (216) 975-4238



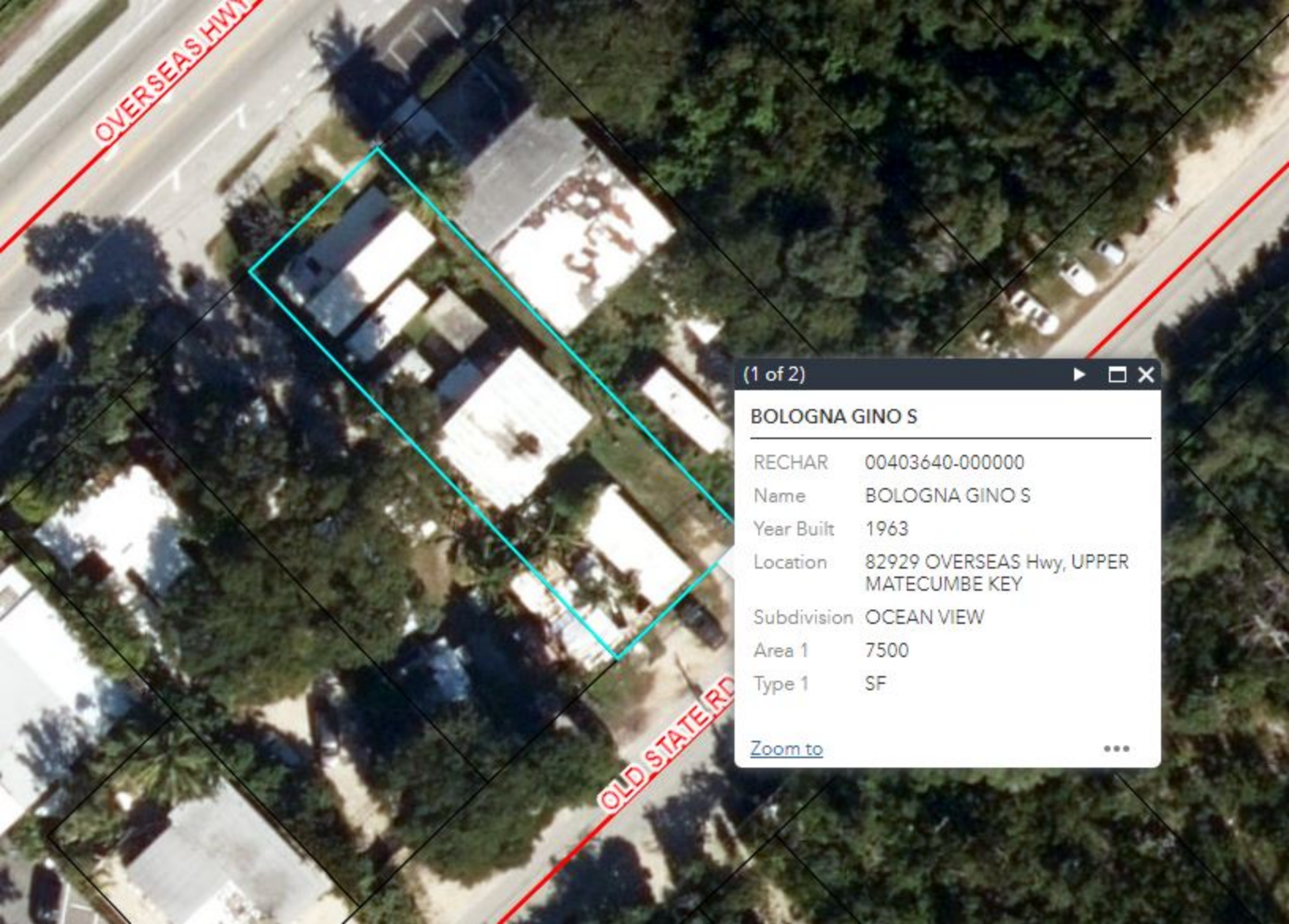


(1 of 3) ▶ □ ✕

BOLOGNA GINO S

RECHAR	00403630-000000
Name	BOLOGNA GINO S
Year Built	1978
Location	82925 OVERSEAS Hwy, UPPER MATECUMBE KEY
Subdivision	OCEAN VIEW
Area 1	7500
Type 1	SF

[Zoom to](#) ...



(1 of 2)

BOLOGNA GINO S

RECHAR	00403640-000000
Name	BOLOGNA GINO S
Year Built	1963
Location	82929 OVERSEAS Hwy, UPPER MATECUMBE KEY
Subdivision	OCEAN VIEW
Area 1	7500
Type 1	SF

[Zoom to](#)

...

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 82935 OVERSEAS HWY, 82925 OVERSEAS HWY AND 82929 OVERSEAS HWY, HAVING REAL ESTATE NUMBERS 00403650-000000, 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.

WHEREAS, Gino and Piera Bologna, (the "Appellant") filed Administrative Appeal to Application No. PLPRE20230193 (the "Appeal") pursuant to Section 30-281 of the Code of Ordinances of Islamorada, Village of Islands (the "Village"); and

WHEREAS, the purpose of the Appeal is to seek the Village Council's review of a determination made by the Director of Planning (the "Director") regarding a pre-application conference requesting a dwelling unit determination of the Appellant's property located at 82925 and 82929 Overseas Highway, as legally described in Exhibit "A" attached hereto; and

WHEREAS, on June 7, 2024, the Planning and Development Services Department issued a determination recognizing two (2) legally established market rate dwelling units and 3,456 square feet of non-residential floor area; and

WHEREAS, on June 25, 2024, the Appellant requested the Director to reconsider the determination; and

WHEREAS, on July 9, 2024, the Appellant filed the Appeal of the Director's decision; and

WHEREAS, thereafter, the Appellant requested that that the Director delay presenting this Appeal to the Village Council; and

WHEREAS, on July 24, 2025, a public hearing was held before the Village Council pursuant to Section 30-281 of the Village Code of Ordinances (the "Code").

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 incorporated into this Resolution by this reference.

Section 2. **Findings of Fact.**

The Village Council having considered the testimony and evidence presented by all parties, including the Appellant and the Director, does hereby find and determine:

- (1) The Council heard the Appeal on July 24, 2025.
- (2) The hearing was duly noticed pursuant to Section 30-213(j) of the Code and all interested parties concerned in the matter were given an opportunity to be heard.
- (3) The Director presented the written recommendation of the Village Staff dated July 24, 2025, to the Village Council.
- (4) The criteria required pursuant to Section 30-473(d)(1) of the Village Code **(has / has not)** been satisfied by the Appellant.
- (5) The criteria required pursuant to Section 30-473(d)(2) of the Village Code **(has / has not)** been satisfied by the Appellant.
- (6) The criteria required pursuant to Section 30-473(d)(3) of the Village Code **(has / has not)** been satisfied by the Appellant.

(7) The granting of the appeal **(is / is not)** supported by the facts and documents presented.

Section 3. Conclusions of Law.

Based upon the above Findings of Fact, the Village Council does hereby make the following Conclusions of Law:

- (1) The Appeal has been processed in accordance with the Village's Comprehensive Plan and Land Development Regulations, including Section 30-281 of the Village Code; and
- (2) In rendering its decision, as reflected in this Resolution, the Village Council has:
 - (a) Accorded procedural due process; and
 - (b) Observed the essential requirements of the law; and
 - (c) Supported its decision by competent substantial evidence of record; and
- (3) In accordance with Sections 30-281(d), (e) and (f) of the Village Code, the Administrative Appeal submitted by the Appellant is hereby **[DENIED/GRANTED]**.

Section 4. Effective Date.

This Resolution shall not take effect until after thirty (30) days following the date it is filed with the Village Clerk, during which time the Request herein shall be subject to appeal as provided in the Village Code.

Motion to adopt by_____, second by_____.

FINAL VOTE AT ADOPTION

VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS:

Mayor Sharon Mahoney

Vice Mayor Don Horton

Councilmember Deb Gillis

Councilmember Steve Friedman

Councilmember Anna Richards

PASSED AND ADOPTED THIS 24th DAY OF JULY 2025.

SHARON MAHONEY, MAYOR

ATTEST:

MARNE MCGRATH, VILLAGE CLERK

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

JOHN J. QUICK, VILLAGE ATTORNEY

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



Council Communication

To: Mayor and Village Council
From: Robert Mather, Review Engineer, Jennifer DeBoisbriand , Planning Director
Date: October 7, 2025
SUBJECT: **Administrative Appeal of Dwelling Unit Determination for 107 Carroll St TAB 27**

Background:

The subject property is located at 107 Carroll Street with the Real Estate Number 00400690-000000 (the "Property"), and is within the Settlers Residential zoning district.

On January 4, 2017, a pre-application conference was held with Village staff and James S. Lupino regarding five properties adjacent to 81801 Overseas Highway. One of these properties discussed in the conference was 107 Carroll Street.

On February 22, 2017, Village staff provided a pre-application conference summary ("PC-17-06") to Mr. Lupino. One of the questions addressed in PC-17-06 related to the number of development rights existing on the Property. Village staff had recognized two (2) residential dwelling units on the Property consisting of 1,459 square feet.

In June of 2025, the Applicant requested a dwelling unit determination searching for recognition of three residential rights. Staff applied Village Code procedures and conducted a thorough review of past records, historical permits, prior Monroe County Zoning regulations, and application submittals which led to the Village issuing a determination recognizing two (2) residential dwelling units on the Property, maintaining consistency with the 2017 determination.

Analysis:

Staff's complete analysis of the dwelling unit determination for the Property can be found in the letter dated July 17, 2025.

Village Code Section 30-473(d) identifies certain criteria used to determine the existence of legally established dwelling units. Criteria (1) or (2) must be fully satisfied for recognition of residential units. Criteria (1) has not been satisfied as there were no official approvals or permits issued by either Monroe County or the Village for the requested three residential units.

Criteria (2) could only be satisfied for two residential dwelling units, consistent with the Village's prior determination. Section 30-473(d) requires that all criteria listed in Criteria (2) must be fully satisfied in order to determine if dwelling units are legally existing. The Applicant has provided utility invoices from 2025 associated with three electric meters serving the Property. It should be noted that although there is evidence of three electric meters, the possibility that two meters served a duplex and the third served a common area should not be

ruled out. Criteria (2)a. specifically requires utility invoices that show the units being served during April 1990, which have not been provided.

Additionally, Criteria (2)a. can be satisfied via a Monroe County property record card showing the existence of the unit(s) in 1990. A property record card from 1979 was identified which clearly indicates the structure is a duplex. Photographs on the property record card clearly show two separated entry walkways to the duplex. As such, Criteria (2)a. has only been satisfied for two (2) units.

Criteria (2)b. has been met to the extent practicable via aerial imagery that show the structure in existence before and after 1990. It should be noted that aerial imagery can not determine the amount of dwelling units within a structure.

Criteria (2)c. is a determination by the Village that the use could have been legally permitted under the zoning and building codes in effect for the parcel at the time the structure was constructed. The parcel was located in the RU-3 multiple-family hotel and motel district. The 1960 Monroe County Land Development Regulations were reviewed for the RU-3 district. RU-3 districts allow single family homes, duplexes in addition to apartment houses, apartment hotels, hotels and motels. The RU-3 regulations have a square foot content section which states: *The minimum square footage for an apartment house, apartment hotel or hotel shall be three (3) times the square feet specified for a single family residence in the area.* The construction requirements in the regulations state: *The minimum size principal single family dwelling shall be seven hundred and fifty (750) square feet of usable floor space.* Due to these specific requirements, staff determined that the structure would not have been legally permitted for a 3-unit apartment house at 1,459 sq ft. The structure would have to be a minimum of 2,250 sq ft to satisfy this criteria.

Staff has determined that a duplex would have been legally permitted. The lot area - minimums for a duplex are as follows: *Square footage of principal building or buildings shall be one and one-half (1-1/2) times the square footage that would be required for the construction of a single family residence in the zone.* Applying this criteria, a duplex would have a minimum size restriction of 1,125 sq ft, which has been met. As such, criteria (2)c. has been satisfied for two (2) units.

Budget Impact:

None

Staff Impact:

None

Recommendation:

Based on the staff analysis and compliance with the Village Code, Staff recommends denial of the appeal.

Attachments: 1. PLPRE20250068 DRAFT APPEAL Reso

2. Combined Appeal PLPRE20250068 Backup

RESOLUTION NO. 25-

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, CONSIDERING ADMINISTRATIVE APPEAL OF NO. PLPRE20250068 FILED BY TY HARRIS, PA, AGENT FOR BRIAN MAGRANE (APPELLANT) RELATING TO A DWELLING UNIT DETERMINATION BY THE DIRECTOR OF PLANNING FOR PROPERTY LOCATED AT 107 CARROLL STREET, HAVING REAL ESTATE NUMBER 00400690-000000, 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.

WHEREAS, Brian Magrane, (the "Appellant") filed an Application for Administrative Appeal (the "Appeal") pursuant to Section 30-281 of the Code of Ordinances of Islamorada, Village of Islands (the "Village"); and

WHEREAS, the purpose of the Appeal is to seek the Village Council's review of a determination made by the Director of Planning (the "Director") regarding a pre-application conference requesting a dwelling unit determination of the Appellant's property located at 107 Carroll Street, as legally described in Exhibit "A" attached hereto; and

WHEREAS, on July 17, 2025, the Planning and Development Services Department issued a determination recognizing two (2) legally established market rate dwelling units; and

WHEREAS, on August 14, 2025, the Appellant filed the Appeal of the Director's decision; and

WHEREAS, on October 9, 2025, a public hearing was held before the Village Council pursuant to Section 30-281 of the Village Code of Ordinances (the "Code").

**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 incorporated into this Resolution by this reference.

Section 2. Findings of Fact.

The Village Council having considered the testimony and evidence presented by all parties, including the Appellant and the Director, does hereby find and determine:

- (1) The Council heard the Appeal on October 9, 2025.
- (2) The hearing was duly noticed pursuant to Section 30-213(j) of the Code and all interested parties concerned in the matter were given an opportunity to be heard.
- (3) The Director presented the written recommendation of the Village Staff dated October 9, 2025, to the Village Council.
- (4) The criteria required pursuant to Section 30-473(d)(1) of the Village Code **(has / has not)** been satisfied by the Appellant.
- (5) The criteria required pursuant to Section 30-473(d)(2) of the Village Code **(has / has not)** been satisfied by the Appellant.
- (6) The criteria required pursuant to Section 30-473(d)(3) of the Village Code **(has / has not)** been satisfied by the Appellant.
- (7) The granting of the appeal **(is / is not)** supported by the facts and documents presented.

Section 3. Conclusions of Law.

Based upon the above Findings of Fact, the Village Council does hereby make the following Conclusions of Law:

- (1) The Appeal has been processed in accordance with the Village's Comprehensive Plan and Land Development Regulations, including Section 30-281 of the Village Code; and
- (2) In rendering its decision, as reflected in this Resolution, the Village Council has:
 - (a) Accorded procedural due process; and
 - (b) Observed the essential requirements of the law; and
 - (c) Supported its decision by competent substantial evidence of record; and
- (3) In accordance with Sections 30-281(d), (e) and (f) of the Village Code, the Administrative Appeal submitted by the Appellant is hereby **[DENIED/GRANTED]**.

Section 4. Effective Date.

This Resolution shall not take effect until after thirty (30) days following the date it is filed with the Village Clerk, during which time the Request herein shall be subject to appeal as provided in the Village Code.

Remainder of the page intentionally left blank.

Motion to adopt by_____, second by_____.

FINAL VOTE AT ADOPTION

VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS:

Mayor Sharon Mahoney _____

Vice Mayor Don Horton _____

Councilmember Deb Gillis _____

Councilmember Steve Friedman _____

Councilmember Anna Richards _____

PASSED AND ADOPTED THIS 9th DAY OF OCTOBER 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

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

EXHIBIT "A"
(LEGAL DESCRIPTION)

Parcel ID: 00400690-000000

PART OF LOT 2, BLOCK 10, STRATTON'S SUBDIVISION, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, AT PAGE 38, OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS: LOT A, A SUBDIVISION OF LOT 2, BLOCK 10, OF STRATTON'S SUBDIVISION, ON UPPER MATECUMBE KEY, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, AT PAGE 38, OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA, THE MINUTE DESCRIPTION GIVEN BY G.A. CRAWSHAW, REGISTERED SURVEYOR: FROM THE MOST WESTERLY CORNER OF SAID LOT 2 RUN NORTHEASTERLY ON THE NORTHWESTERLY SIDE OF SAID LOT 2, A DISTANCE OF 20 FEET TO THE POINT OF BEGINNING OF THE PARCEL HEREINAFTER DESCRIBED, THENCE CONTINUE NORTHEASTERLY ON THE NORTHWESTERLY SIDE OF LOT 2 A DISTANCE OF 80 FEET; THENCE SOUTHEASTERLY PARALLEL TO THE SOUTHWESTERLY SIDE OF LOT 2 A DISTANCE OF 100 FEET; THENCE SOUTHWESTERLY PARALLEL TO THE SAID NORTHWESTERLY SIDE OF LOT 2 A DISTANCE OF 80 FEET; THENCE NORTHWESTERLY PARALLEL TO THE SAID SOUTHWESTERLY SIDE OF LOT 2 A DISTANCE OF 100 FEET TO THE POINT OF BEGINNING.



Islamorada, Village of Islands Planning & Development Services

86800 Overseas Highway, Islamorada, FL 33036

T: 305-664-6400, F: 305-664-6467

APPLICATION FOR ADMINISTRATIVE APPEAL

Pursuant to Code Chapter 30, Article IV, Division 4

Application Type:	Fee:	*Deposit:	Total Fee:
Residential	\$1,800.00	\$500.00	\$2,300.00
Nonresidential	\$3,900.00	\$500.00	\$4,400.00

* A deposit is required for development approval or permits which necessitate additional review and processing, and/or public hearing and notice requirements. Applicants are required to pay a cost recovery deposit which shall be credited toward the fee charged for such additional review and processing and shall pay additional deposits as may be required from time to time. A debit based upon the actual time expended in reviewing an application and the applicable actual amount charged to the Village shall be charged against the cost recovery deposit.

Any person aggrieved by an administrative decision or interpretation of the Director of Planning and Development Services, the Building Official or other Village administrative official regarding the provisions of Chapter 30, Land Development Regulations, of the Code of Ordinances of Islamorada, Village of Islands, may appeal such decision or interpretation. The appeal shall be initiated within 30 days of the date of the administrative decision or interpretation by filing this application with the Director.

APPELLANT:

Name: Ty Harris PA on behalf of the homeowner- see below.

Mailing Address: 110 Plantation Shores Drive Tavernier FL

Primary Phone: 386 956 8776

Fax: N/A

Email: tyharrispa@gmail.com

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

Name: Ty Harris PA

Mailing Address: 110 Plantation Shores Drive

Primary Phone: 386 956 8776

Fax: N/A

Email: tyharrispa@gmail.com

PROPERTY OWNER:

Name: Brian Magrane

Mailing Address: 107 Carroll Street (00400690-000000)

Primary Phone: see agent

Fax: N/A

Email: see agent

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

Physical Address: 107 Carrol Street

Mile Marker: 80

Lot: LOT 2 SQR A

Block: PB 2-38

Subdivision: STRATTONS SUBD

☐ Plantation Key

☐ Windley Key

☒ Upper Matecumbe Key

☐ Lower Matecumbe Key

Real Estate (RE) Number: 00400690-000000

Alternate Key: 1492981

Zoning District: RM

Future Land Use Category: SR

Application for Administrative Appeal

Are there any pending codes violations on the property? ☐ Yes (Case # _____) ☒ No

A COPY OF THE BASIS FOR THE APPEAL IN THE NATURE OF AN INITIAL BRIEF AND ANY EVIDENCE INCLUDING TESTIMONY, AFFIDAVITS AND THE CURRICULUM VITAE OF ANY EXPERT WITNESS THAT WILL BE CALLED MUST BE ATTACHED TO THIS APPLICATION. The brief must at a minimum state all grounds for the appeal, including but not limited to, the law being appealed and any facts necessary for the interpretation of those laws. (Attach additional sheets of paper.)

All of the following must be submitted in order to have a complete application:

- ☒ Correct fee – Total Fee (check or money order to “Islamorada, Village of Islands”, or payment online through the portal)
- ☒ Proof of ownership (i.e. warranty deed)
- ☒ Current property record card(s) from the Monroe County Property Appraiser
- ☒ A copy of the document(s), which comprise the administrative decision being appealed
- ☒ Any evidence and record which forms the basis for the appeal must be submitted with this application
- ☒ Names and addresses of all expert witnesses that you propose to call at the hearing
- ☒ Photograph(s) of site from adjacent roadway(s)
- ☒ Notarized agent authorization letter from all owners of the subject property (if applicable)
- ☒ Signed and sealed boundary survey (if applicable)

If deemed necessary to complete a full review of the application, the Planning and Development Services Department reserves the right to request additional information. If new evidence, or the basis for appeal, is submitted at the hearing, Staff shall request that the hearing be continued to the next meeting so that Staff has the opportunity to prepare a response to the new evidence. If the applicant does not submit the basis for the appeal with the application, Staff will recommend denial of the appeal.

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

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

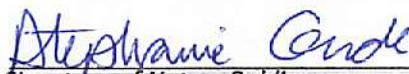

Signature of Applicant

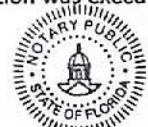
Aug 18/25
Date

Print Name: Ty Harris

STATE OF Florida
COUNTY OF Monroe

Sworn to and subscribed before me by means of ☒ physical appearance or ☐ online notarization, this 14th day of August, 2025, by Ty Harris (name of person signing the application) as Attorney (type of authority e.g. officer, manager / member, trustee, attorney in fact) for Applicant (name of entity or party on behalf of whom application was executed).


Signature of Notary Public

SEAL:  Stephanie Conde
Comm.: HH 189981
Expires: Nov. 27, 2025
Notary Public - State of Florida

☒ Personally Known ☐ Produced Identification

Type of ID _____



AGENT AUTHORIZATION LETTER

Islamorada, Village of Islands, Florida • Planning and Development Services Department
86800 Overseas Highway • Islamorada, Florida 33036 • 305-664-6400 • www.islamorada.fl.us

Note: Pursuant to Section 30-212(d)(2) of the Code of Ordinances of Islamorada, Village of Islands, Florida (the "Village"), all owners and any person having a contractual interest in the land shall give their permission for every application for a development permit. Therefore, more than one agent authorization letter must be submitted if there are multiple owners or persons having a contractual interest in the site.

Date: 6/16/2025

I hereby authorize Ty Harris PA 110 Plantation Shores Drive Tavernier FL 33070
(Name, Address and Phone Number of Authorized Agent)

to be listed as authorized agent on behalf of Brian Magrane
(Name of Owner or Person Having Contractual Interest)

for the purpose of conducting all business necessary to process and obtain approval from the Village Planning and Development Services Department, in regard to:

Zoning applications.
(Project Name / Application Type)

Property Address: 107 Carroll Street

Real Estate Number(s): 0400690-000000

This authorization shall be effective on the date this affidavit is notarized and shall remain in effect until terminated by the undersigned owner. This authorization acts as a durable power of attorney only for the purposes stated herein.

The undersigned understands the liabilities involved in the granting of this agency and accepts full responsibility, thus holding the Village harmless, for any and all of the actions of the agent named, related to the acquisition of development permits for the aforementioned owner/applicant.

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

Property Owner Signature: [Signature]

Printed Name: Brian Magrane

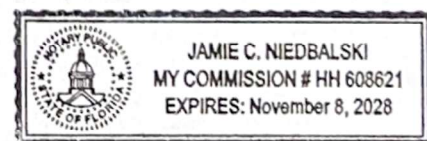
STATE OF Florida

COUNTY OF Monroe

Sworn to and subscribed before me by means of ☒ physical appearance or ☐ online notarization, this 16th day of June, 2025, by Brian Magrane (name of person signing the application) as owner (type of authority e.g. officer, manager / member, trustee, attorney in fact) for _____ (name of entity or party on behalf of whom application was executed).

[Signature]
Signature of Notary Public – State of Florida

SEAL:



☒ Personally Known ☐ Produced Identification Type of ID _____

Monroe County, FL

PROPERTY RECORD CARD

Disclaimer

The Monroe County Property Appraiser's office maintains data on property within the County solely for the purpose of fulfilling its responsibility to secure a just valuation for ad valorem tax purposes of all property within the County. The Monroe County Property Appraiser's office cannot guarantee its accuracy for any other purpose. Likewise, data provided regarding one tax year may not be applicable in prior or subsequent years. By requesting such data, you hereby understand and agree that the data is intended for ad valorem tax purposes only and should not be relied on for any other purpose.

By continuing into this site you assert that you have read and agree to the above statement.

Summary

Parcel ID 00400690-000000
Account# 1492981
Property ID 1492981
Millage Group 50VI
Location 107 CARROLL St, UPPER MATECUMBE KEY
Address
Legal PT LOT 2 SQR 10 (LOT A) STRATTONS SUBD PB 2-38 UPPER MATECUMBE G24-94
Description G59-286 G73-464 OR161-66 OR532-466 OR776-698 OR923-1950 OR927-1765
OR973-1164 OR1330-1315 OR1380-58 OR1392-1740 OR1412-1614 OR2254-1555
OR2328-1420 OR2999-1205 OR3064-688 OR3157-1255 OR3208-1078
(Note: Not to be used on legal documents.)
Neighborhood 1503
Property Class MULTI-FAMILY TRIPLEX (0803)
Subdivision STRATTON'S SUBD
Sec/Twp/Rng 28/63/37
Affordable No
Housing



Owner

CLL 2013 REVOCABLE TRUST 10/24/13
C/O CYNTHIA LEINGANG TRUSTEE
107 CARROLL STREET
Islamorada FL 33036

Valuation

	2023 Certified Values	2022 Certified Values	2021 Certified Values	2020 Certified Values
+ Market Improvement Value	\$280,012	\$229,527	\$236,840	\$178,089
+ Market Misc Value	\$27,542	\$10,744	\$11,134	\$11,457
+ Market Land Value	\$546,480	\$291,060	\$229,680	\$213,840
= Just Market Value	\$854,034	\$531,331	\$477,654	\$403,386
= Total Assessed Value	\$854,034	\$525,419	\$477,654	\$403,386
- School Exempt Value	\$0	\$0	\$0	\$0
= School Taxable Value	\$854,034	\$531,331	\$477,654	\$403,386

Historical Assessments

Year	Land Value	Building Value	Yard Item Value	Just (Market) Value	Assessed Value	Exempt Value	Taxable Value	Maximum Portability
2022	\$291,060	\$229,527	\$10,744	\$531,331	\$525,419	\$0	\$531,331	\$0
2021	\$229,680	\$236,840	\$11,134	\$477,654	\$477,654	\$0	\$477,654	\$0
2020	\$213,840	\$178,089	\$11,457	\$403,386	\$403,386	\$0	\$403,386	\$0
2019	\$194,040	\$156,132	\$5,245	\$355,417	\$355,417	\$0	\$355,417	\$0
2018	\$194,040	\$156,132	\$5,311	\$355,483	\$329,340	\$0	\$355,483	\$0

The Maximum Portability is an estimate only and should not be relied upon as the actual portability amount. Contact our office to verify the actual portability amount.

Land

Land Use	Number of Units	Unit Type	Frontage	Depth
MULTI RES DRY (080D)	8,000.00	Square Foot	80	100

Buildings

Building ID	21575	Exterior Walls	C.B.S.	
Style	GROUND LEVEL	Year Built	1958	
Building Type	M.F. - R3 / R3	EffectiveYearBuilt	2010	
Building Name		Foundation	CONCRETE SLAB	
Gross Sq Ft	1459	Roof Type	GABLE/HIP	
Finished Sq Ft	1459	Roof Coverage	METAL	
Stories	1 Floor	Flooring Type	CERM/CLAY TILE	
Condition	GOOD	Heating Type	WALL HEATERS	
Perimeter	164	Bedrooms	3	
Functional Obs	0	Full Bathrooms	3	
Economic Obs	0	Half Bathrooms	0	
Depreciation %	15	Grade	550	
Interior Walls	DRYWALL	Number of Fire Pl	0	
Code	Description	Sketch Area	Finished Area	Perimeter
FLA	FLOOR LIV AREA	1,459	1,459	0
TOTAL		1,459	1,459	0

Yard Items

Description	Year Built	Roll Year	Size	Quantity	Units	Grade
CONC PATIO	1984	2007	9 x 29	1	261 SF	2
CONC PATIO	2007	2008	4 x 13	1	52 SF	2
CONC PATIO	2007	2008	4 x 20	1	80 SF	2
WALL AIR COND	1984	2007	0 x 0	1	3 UT	2
FENCES	2019	2020	5 x 100	1	500 SF	5
FENCES	2019	2020	6 x 45	1	270 SF	3
FENCES	2022	2023	5 x 280	1	1400 SF	5

Sales

Sale Date	Sale Price	Instrument	Instrument Number	Deed Book	Deed Page	Sale Qualification	Vacant or Improved	Grantor	Grantee
1/3/2023	\$1,300,000	Warranty Deed	2403534	3208	1078	01 - Qualified	Improved		
2/23/2022	\$550,000	Warranty Deed	2363367	3157	1255	37 - Unqualified	Improved		
12/15/2020	\$550,000	Warranty Deed	2295989	3064	688	01 - Qualified	Improved		
12/2/2019	\$425,000	Warranty Deed	2248647	2999	1205	01 - Qualified	Improved		
10/22/2007	\$550,000	Warranty Deed		2328	1428	Q - Qualified	Improved		
11/20/2006	\$500,000	Warranty Deed		2254	1555	Q - Qualified	Improved		
3/1/1996	\$161,600	Warranty Deed		1392	1740	Q - Qualified	Improved		
11/1/1994	\$138,500	Warranty Deed		1330	1315	Q - Qualified	Improved		
10/1/1978	\$38,000	Conversion Code		776	698	Q - Qualified	Improved		

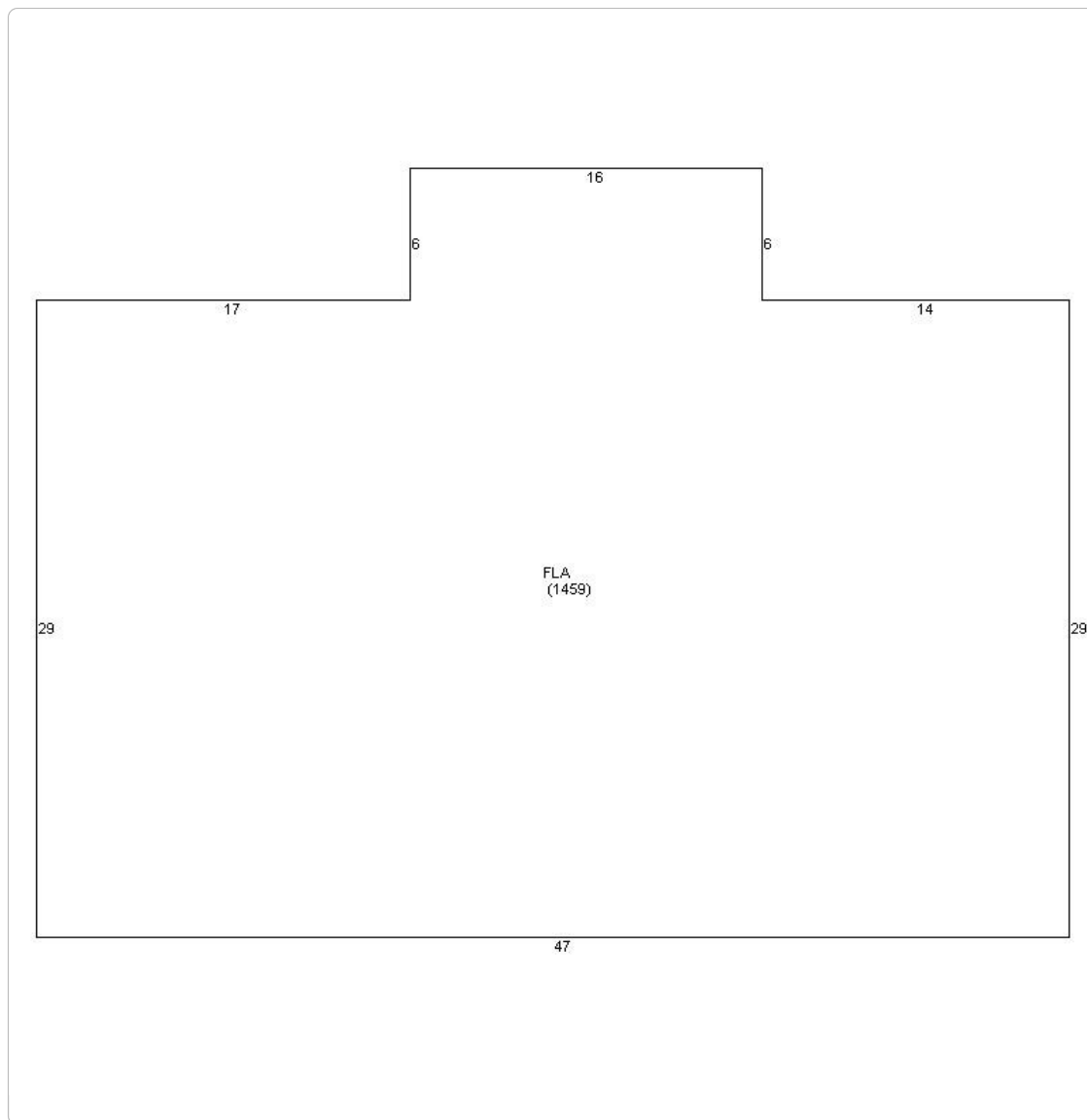
Permits

Number	Date Issued	Date Completed	Amount	Permit Type	Notes
PRBLD202200236	2/27/2023		\$50,000	Residential	INT REMODEL TO FLOOR PLAN (NO ADDED FOOTPRINT)
PRBLD202200465	5/6/2022	6/27/2022	\$12,500	Residential	
PRBLD202200288	3/24/2022	12/6/2022	\$24,136	Residential	R/R 16 WINDOWS & 4 DOORS W/ IMPACT. DECORATIVE STUCCO BANDING/ SIDING OVER CBS/STUCCO
PRBLD201901626	1/7/2020	1/5/2021	\$4,200	Residential	ADD INTERIOR NON-STRUCTURAL WALLS, ADD TILE FLOORING THROUGHOUT, RELOCATE BATH
PRBLD201901646	12/6/2019	12/19/2019	\$3,900	Residential	100 LF OF 5' HIGH WOODEN SHADOW BOX FENCE (BACK OF PROPERTY)
PRBLD201901366	10/29/2019	2/14/2020	\$3,500	Residential	SWAP KITCHEN CABINETS, RETILE BATHROOM

View Tax Info

[View Taxes for this Parcel](#)

Sketches (click to enlarge)



Photos



Map



TRIM Notice

[2023 TRIM Notice \(PDF\)](#)

The Monroe County Property Appraiser's office maintains data on property within the County solely for the purpose of fulfilling its responsibility to secure a just valuation for ad valorem tax purposes of all property within the County. The Monroe County Property Appraiser's office cannot guarantee its accuracy for any other purpose. Likewise, data provided regarding one tax year may not be applicable in prior or subsequent years. By requesting such data, you hereby understand and agree that the

| [User Privacy Policy](#) | [GDPR Privacy Notice](#)
[Last Data Upload: 7/25/2024, 8:09:20 AM](#)

[Contact Us](#)

Developed by



1000 k

7000.00
18.50
7018.50

Prepared by and return to:
Anthony Barrows
Wright Barrows PLLC
9711 Overseas Highway
Marathon, FL 33050
(305) 743-8118
File Number: 25-203-CV
Will Call No.:

Parcel Identification No. 00400690-000000

[Space Above This Line For Recording Data]

Warranty Deed

(STATUTORY FORM - SECTION 689.02, F.S.)

This Indenture made this 6th day of May, 2025 between Cynthia Leingang, a married woman, individually and as Trustee of the CLL 2013 Revocable Trust dtd 10/24/13, joined by her spouse, Allen Leingang whose post office address is 107 Carroll Street, Islamorada, FL 33036 of the County of Monroe, State of Florida, grantor*, and Brian Magrane and Lisa Magrane, Husband and Wife whose post office address is 107 Carroll Street, Islamorada, Florida 33036 of the County Monroe of, State of Florida, grantee*,

Witnesseth that said grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in Monroe County, Florida, to-wit:

Part of Lot 2, in Block 10, of STRATTON'S SUBDIVISION, according to the Plat thereof, as recorded in Plat Book 2, Page 38 of the Public Records of Monroe County, Florida, being more particularly described as follows:

Lot "A", a subdivision of Lot 2, in Block 10, of STRATTON'S SUBDIVISION, on Upper Matecumbe Key, according to the Plat thereof, as recorded in Plat book 2, Page 38 of the Public Records of Monroe County, Florida; the minute description given by G.A. Crawshaw, Registered Surveyor: From the most Westerly corner of said Lot 2, run Northeasterly on the Northwestern side of said Lot 2, a distance of 20.00 feet to the point of beginning of the parcel hereinafter described; thence continue Northeasterly on the Northwestern side of Lot 2, a distance of 80.00 feet; thence Southeasterly parallel to the Southwesterly side of Lot 2, a distance of 100.00 feet; thence Southwesterly parallel to the said Northwestern side of Lot 2, a distance of 80.00 feet; thence Northwesternly parallel to the said Southwesterly side of Lot 2 a distance of 100.00 feet to the point of beginning.

Parcel Number: 00400690-000000

and said grantor does hereby fully warrant the title to said land, and will defend the same against lawful claims of all persons whomsoever.

* "Grantor" and "Grantee" are used for singular or plural, as context requires.

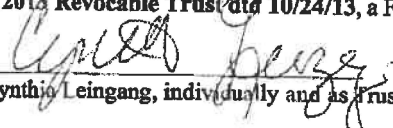
In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.

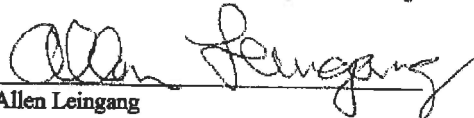
Signed, sealed and delivered in our presence:


Witness
Printed Name: Michele Brossard
P.O. Address: 9711 Overseas Hwy.
Marathon FL 33050


Witness
Printed Name: Susan M. Louley
P.O. Address: 9711 Overseas Hwy.
Marathon, FL 33050

CLL 2013 Revocable Trust dtd 10/24/13, a Florida Trust

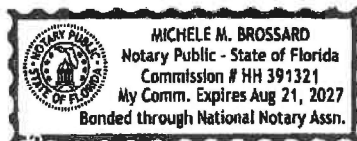
By: 
Cynthia Leingang, individually and as Trustee

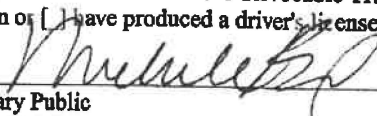

Allen Leingang

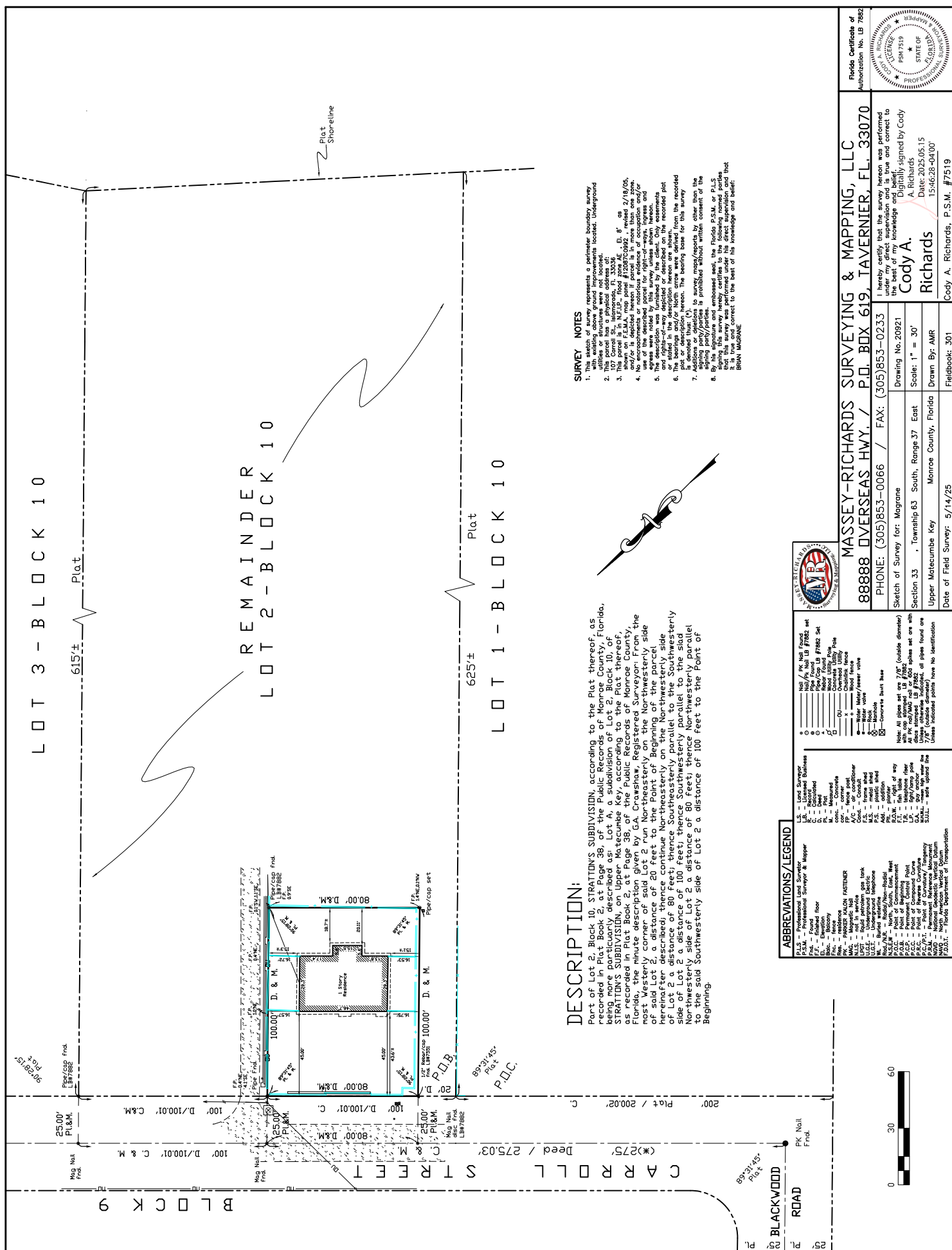
State of Florida
County of Monroe

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 5th day of May, 2025 by Cynthia Leingang, individually and as Trustee of the CLL 2013 Revocable Trust dtd 10/24/13, joined by her spouse, Allen Leingang who ☒ are personally known or ☐ have produced a driver's license as identification.

[Seal]




Notary Public
Print Name: _____
My Commission Expires: _____



Ty Harris P.A.
110 Plantation Shores Drive
Islamorada, FL 33070
Tyharrispa.com
tyharrispa@gmail.com
(386) 956-8776

June 14, 2025

Via EMAIL

Jennifer DeBoisbriand
Director of Planning
Islamorada, Village of Islands
Village Administrative Center
86800 Overseas Highway
Islamorada, FL 33036

RE: Rights Determination through Section 30-473, Code of Ordinances for 107 Carroll Street (00400690-000000)

Dear Jennifer,

This law firm represents Brian Magrane, the owner of 107 Carroll Street in connection with the afore-referenced application for recognition of three residential rights.

The Property: Is an existing residential building from 1958 with three (3) electric meters. The Parcel ID is 0400690-000000 and the address is 107 Carroll Street (the “Property”). The FLUM is Mixed-Use (“RM”), and the Zoning is Highway Commercial (“SR”).

The Project: The existing building was constructed in 1958 which pre-dates modern zoning in the Florida Keys. The 1958 building was developed in accordance with Monroe County code requirements of that era. The Property was originally permitted as a duplex; however, the zoning was RU-3.

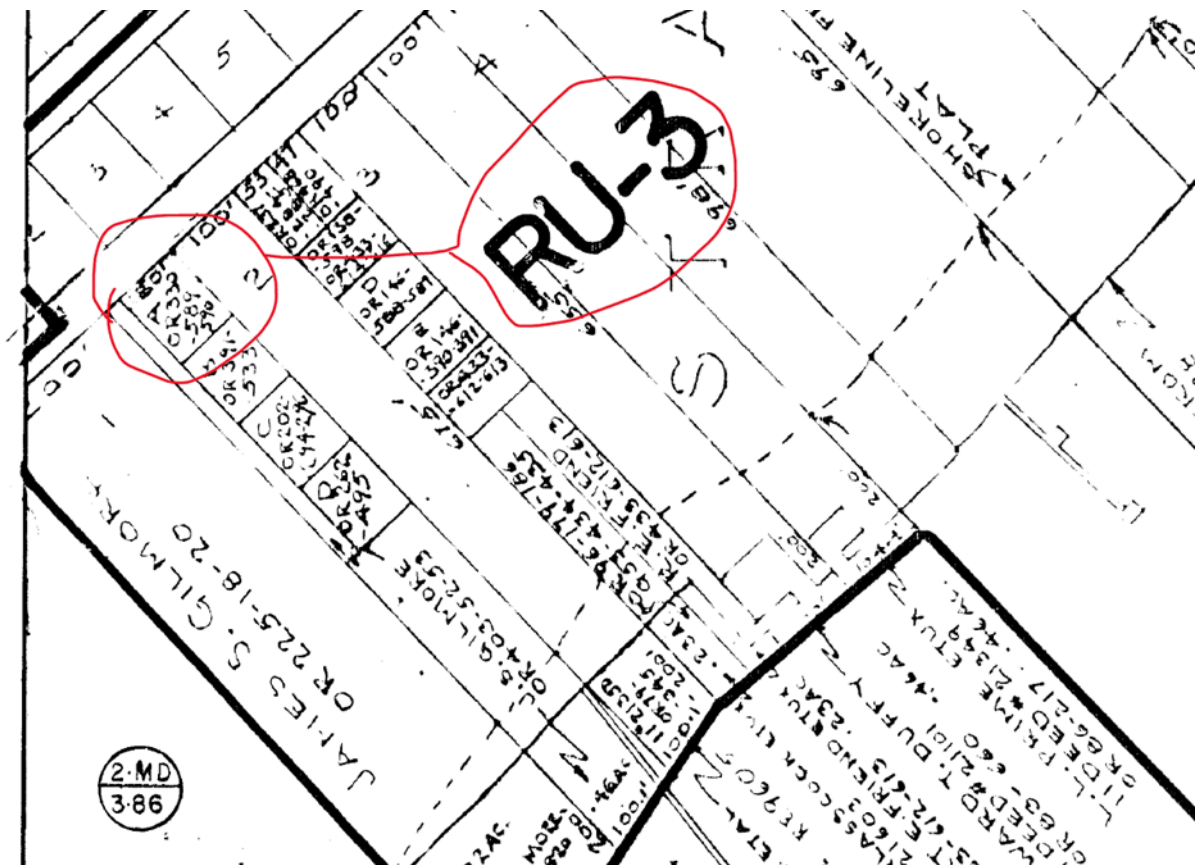
At some point the Property was converted legally to a triplex as demonstrated by the three electric meters. Many of the relevant historical building and planning files were most likely destroyed in a storm and then a subsequent purging of building and planning files by Village staff has left “gaps” in the approval history of this building. In fact, the “Monroe County Green Card” notes that it is a replacement card because the original was lost by Monroe County. Section 30-473 of the Code of Ordinances provides one method of recognizing the existing rights.

The relevant criteria in Section 30-473 as follows:

(d) Criteria. Criteria for determining the existence of a legally established residential dwelling unit or nonresidential floor area. A dwelling unit or an amount of nonresidential floor area shall be determined to legally exist if the parcel meets at a minimum all the criteria of either (1) or (2) below:

(1) A permit or other official approval was issued by the Village or Monroe County for the unit(s) or floor area for residential dwelling units or nonresidential floor area and the unit(s) or floor area was accounted for in the village comprehensive plan building permit allocation system and ROGO [Rate of Growth Ordinance (Monroe County Ordinance 016-1992 as amended)], which shall be proof that the residential units(s) or amount of floor area was in existence and included in the April 1990 Census or was issued a certificate of occupancy subsequent to April 1990.

The replacement 1979 Green Card depicts a duplex in RU-3 zoning. The Property was converted sometime before April 1990 to the triplex. There are three existing electric meters on the Property. This condition is satisfied to the extent practicable.



(2) If a permit or other official approval is not available, for residential dwelling units or nonresidential floor area, the criteria listed below shall be used to establish proof that the residential dwelling unit or nonresidential floor area was legally established:

- a. The structure in which the unit or nonresidential floor area is located is currently habitable as determined by the building official, or utility invoices/receipts from Florida Keys Electric Cooperative or Florida Keys Aqueduct Authority are provided that clearly indicate by separate meter that the unit or nonresidential building was being served during April 1990, or Monroe County property record card showing the existence of the unit or nonresidential floor area in 1990, or occupational license or other state license for 1990 for a nonresidential use of a property, or insurance policy records for the building for a nonresidential use of a property that clearly delineate the amount of floor area; and

There is no disagreement, and the Village does not contend that the existing structure is not habitable and served by Florida Keys Electric Cooperative and the Florida Keys Aqueduct Authority. Existing meters clearly indicate that the Property was being served during April 1990. Accordingly, this element is satisfied.

- b. Aerial photograph(s) or signed and sealed survey(s) clearly showing existence of the dwelling unit or nonresidential structure either in 1990, or if not available for 1990 then both prior to and after 1990; and

Historical surveys and pictures are attached to the replacement Green Card and have been provided to the Village. From the surveys and aerial photographic evidence, it is unmistakable that the residential building has never been expanded. This condition is satisfied to the extent practicable.

- c. A determination by the village that the use could have been legally permitted under the zoning and building codes in effect for the parcel at the time the structure was constructed, or the business was established. This not only refers to the type of use but also to the parameters of the building construction; or

The Village does not contend that the existing residential use was not legally permitted. Accordingly, this criterion is satisfied. Moreover, the County zoning at the time specifically provided for triplex uses.

- d. The applicant meets the criteria listed above in subsections b. and c. but does not meet the criteria in a. then the director shall forward the application to the village council for a determination only if the applicant produces any other documentary evidence showing the existence of a unit or nonresidential floor area consistent with subsections b. and c. above. The council shall hold a quasi- judicial hearing to review the application in accordance with the procedures in article IV, division 3 of [Chapter 30](#) of the Village Code.

Response: The applicant has provided sufficient evidence to determine that three residential rights are attached to the Property; however, if the Village cannot make an administrative determination with respect to existing entitlements under Section 30-473, the applicant respectfully requests that the application be forwarded to the Village Council for a determination of rights.

Enclosures.

1. Application Fee of \$300.
2. Application letter.
3. Property Record Card.
4. Location Map.
5. Photographs.
6. Survey.
7. Green Card.

If you have any questions, please do not hesitate to contact me at (386) 956-8776 or email tyharrispa@gmail.com.

Kind regards,



Ty Harris



ISLAMORADA, VILLAGE OF ISLANDS
PLANNING AND DEVELOPMENT SERVICES DEPARTMENT
86800 Overseas Highway ♦ Islamorada, Florida 33036 ♦ 305-664-6400 ♦
www.islamorada.fl.us

July 17, 2025

Ty Harris
110 Plantation Shores Drive
Tavernier, FL 33070

Subject: Pre-Application (File No. PLPRE20250068)

Dear Ty Harris:

Thank you for your Application for a Pre-Application Conference ("Application"). The following is the Planning and Development Services Department's ("Staff") analysis of your questions and a summary of the meeting held on 7/16/2025. The purpose of the Pre-Application Conference is to familiarize the applicant with the applicable provisions of Chapter 30, *Land Development Regulations (LDRs)*, of the Code of Ordinances ("Code") of Islamorada, Village of Islands, Florida (the "Village"), the processes required to permit the proposed development indicated by your application.

The property is located at 107 CARROLL ST, Upper Matecumbe Key, FL with the Real Estate Number 00400690-000000 (the "Property"). The Property is categorized within the Future Land Use Map (FLUM) as Mixed Use and is within the Settlers Residential Zoning District.

The following were the questions presented by the applicant:
Dwelling Unit Determination of 3 units at 107 Carroll Street.

The Village of Islamorada has previously held a pre-application conference (PC-17-06) involving this parcel. The pre-application summary letter dated February 22, 2017, indicated the following:

Property: 107 Carroll Street; 00400690-000000; Settlers Residential (SR) Zoning District
According to Monroe County Property Appraiser's property record card, the subject property consists of a residential use building with a total coverage of 1,459 square feet. The structure was originally constructed in 1958, prior to the requirements for a building permit; however, according to the Historical Property Record Card of 1979 Monroe County recognized the primary structure as being a Duplex with two (2) dwelling units. Therefore, pursuant to Code

Section 30-473(d), the Village recognizes two (2) residential dwelling units consisting of 1,459 square feet.

This letter confirms that Islamorada, Village of Islands has maintained consistent recognition of the two (2) residential dwelling units located on the parcel. This determination is based on the prior pre-application conference and the following criteria listed in Section 30-473(d) of Village Code.

(d) Criteria. Criteria for determining the existence of a legally established residential dwelling unit or nonresidential floor area. A dwelling unit or an amount of nonresidential floor area shall be determined to legally exist if the parcel meets at a minimum all of the criteria of either (1) or (2) below:

(1) A permit or other official approval was issued by the village or Monroe County for the unit(s) or floor area for residential dwelling units or nonresidential floor area and the unit(s) or floor area was accounted for in the village comprehensive plan building permit allocation system and ROGO [Rate of Growth Ordinance (Monroe County Ordinance 016-1992 as amended)], which shall be proof that the residential units(s) or amount of floor area was in existence and included in the April 1990 Census or was issued a certificate of occupancy subsequent to April 1990.

No permits or other official approvals were identified from the Village or the County for the residential dwelling units, therefore criterion for (1) has not been met.

(2) If a permit or other official approval is not available, for residential dwelling units or nonresidential floor area, the criteria listed below shall be used to establish proof that the residential dwelling unit or nonresidential floor area was legally established:

a. The structure in which the unit or nonresidential floor area is located is currently habitable as determined by the building official, or utility invoices/receipts from Florida Keys Electric Cooperative or Florida Keys Aqueduct Authority are provided that clearly indicate by separate meter that the unit or nonresidential building was being served during April 1990, or Monroe County property record card showing the existence of the unit or nonresidential floor area in 1990, or occupational license or other state license for 1990 for a nonresidential use of a property, or insurance policy records for the building for a nonresidential use of a property that clearly delineate the amount of floor area; and

The available Monroe County Real Property Record Card dated 1979 shows the existence of a residential duplex on the subject property. The applicant has provided separate invoices from June 2025 for three electric meters serving the structure. The meters are labeled 107A, 107B, and 107C Carroll St.



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Criteria (2)a. requires the invoices clearly indicate by separate meter that the unit or nonresidential building was being served during April 1990, therefore, this criteria has not been met.

b. Aerial photograph(s) or signed and sealed survey(s) clearly showing existence of the dwelling unit or nonresidential structure either in 1990, or if not available for 1990 then both prior to and subsequent to 1990; and

Aerial photographs from 1985 and 1991 show the existence of the structure.

c. A determination by the village that the use could have been legally permitted under the zoning and building codes in effect for the parcel at the time the structure was constructed or the business was established. This not only refers to the type of use but also to the parameters of the building construction; or

The structure was constructed in 1958. The 1963 zoning maps show that the property is located within the RU-3, multiple family hotel and motel district. Apartment houses were a permitted use with the RU-3 zone, provided a minimum lot area per family or living unit for an apartment house, motel, or hotel shall be four hundred (400) square feet. The square foot content of the LDR's require that the minimum square footage for an apartment house, apartment hotel, or motel shall be three (3) times the square feet specified for a single family residence in the area. Section 17 of the 1963 LDR's states that the minimum size principal single family dwelling shall be seven hundred and fifty (750) square feet of usable floor space.

Applying the minimum square footage for the requested three units in the RU-3 zoning, the structure would have to be a minimum of 2,250 square feet. The Monroe County Property Record card lists the structure at 1,459 square feet, failing to meet this criterion.

d. The applicant meets the criteria listed above in subsections b. and c. but does not meet the criteria in a. then the director shall forward the application to the village council for a determination only if the applicant produces any other documentary evidence showing the existence of a unit or nonresidential floor area consistent with subsections b. and c. above. The council shall hold a quasijudicial hearing to review the application in accordance with the procedures in article IV, division 3 of chapter 30 of the village Code.

The applicant does not meet the criteria in a. or c for the requested three (3) dwelling units.

This pre-application letter is based solely upon the information provided by the applicant and is only intended to familiarize the applicant with the provisions of the land development regulations currently in effect that may be applicable to the development project proposed by the applicant. The information provided herein is subject to change based upon the adoption of new policies or regulations, the repeal of existing policies or regulations, submission of additional information, or a determination that incomplete/inaccurate information or misstatements of fact were provided by the applicant. This letter is not a development approval, order or permit, and nothing contained herein shall be construed or interpreted as conveying, conferring, granting or denying any building, development or vested rights. This is not an administrative decision or interpretation regarding the provisions of the comprehensive plan or land development regulations. A final decision or interpretation of the applicable policies and regulations cannot be made until the applicant submits a complete development application for review.

Pursuant to Section 30-281(a) of the Code of Ordinances: Any person aggrieved by an administrative decision or interpretation of the director of planning and development services, the building official or other village administrative official regarding the provisions of this chapter may appeal such decision or interpretation. The appeal shall be initiated within 30 days of the date of receipt by the aggrieved person of mailed, or posted, or published notice of the administrative decision or interpretation by filing an appeal with the director in a form specified by the planning and development services department for reviewing the application, and shall be accompanied by an application fee that is established by the village council from time to time to defray the actual cost of processing the appeal. Failure to file an appeal within the timeframe specified, and exhaust all administrative remedies provided for in this chapter, shall constitute a waiver of all rights to appeal any interpretation or determination made by the village.

If you require additional information, please feel free to contact me.

Sincerely,

Robert Mather

Robert Mather
Planning Engineer
86800 Overseas Highway, Islamorada, FL 33036
305-664-6416
robert.mather@islamorada.fl.us



Islamorada, Village of Islands

SENT VIA E-MAIL: jlupino@hlylaw.com
mvanheusen@hlylaw.com

February 22, 2017

James S. Lupino, ESQ.
c/o Melissa VanHeusen
Hershoff, Lupino & Yagel, LLP
90130 Old Highway
Tavernier, FL 33070

Project: Pre-Application Conference Cheeca Lodge (PC-17-06) Summary
Location: 101 Carroll Street, Upper Matecumbe Key, Islamorada, FL 33036
Parcel #: 00400660-000000, 00400690-000000, 00400720-000000, 00400680-000000 and 00400700-000000

Dear Mr. Lupino:

Thank you for your Application for a Pre-Application Conference ("Application"). The following is the Planning and Development Services Department's ("Staff") analysis of your questions and a summary of the meeting held on Wednesday, January 4, 2017 that James S. Lupino attended along with Senior Planner Brad Stein, AICP. The purpose of the Pre-Application Conference is to familiarize the applicant with the applicable provisions of Chapter 30, *Land Development Regulations (LDRs)*, of the Code of Ordinances ("Code") of Islamorada, Village of Islands, Florida (the "Village"), and the processes required to permit the proposed development.

Background:

The property located adjacent to 81801 Overseas Highway, Islamorada, FL 33036, Upper Matecumbe Key with the Parcel ID numbers 00400660-000000, 00400690-000000, 00400720-000000, 00400680-000000 and 00400700-000000 (the "Properties"). The Properties total approximately 5.96 Acres (259,642 SF). The Properties have Future Land Use Map (FLUM) designations consisting of Mixed Use (MU), Residential Medium (RM), and Residential Low (RL) and Zoning designations within the Tourist Commercial (TC) Zoning District, Settlers Residential (SR) Zoning District and the Residential Estate (RE) Zoning District.

Analysis:

Based upon the information provided in the Application and the provisions of the LDRs in effect at the time of the Application, this summary shall serve as a description of, in general, what provisions of the LDRs apply to the proposed development, and shall serve as an overview of the development review process. The following provides a written response to the questions/topics posed in the application and at the meeting.

1. What is the process/potential for re-zoning?

In order to Rezone the Properties to Tourist Commercial (TC), the properties must have a Future Land Use Map designation that is consistent with the Mixed Use (MU) FLUM category. Currently, the Properties have a variety of FLUM designations consisting of Mixed Use (MU), Residential Medium (RM), and Residential Low (RL). The Tourist Commercial (TC) Zoning District is permitted within the Mixed Use (MU) FLUM category; the Settlers Residential (SR) Zoning District and the Residential Estate (RE) Zoning District is not permitted within the Mixed Use (MU) FLUM category. Therefore, in order to rezone the Properties to Tourist Commercial (TC), the Properties would first require a FLUM amendment from Residential Medium (RM) and Residential Low (RL) to Mixed Use (MU).

Additionally, the development rights associated with the Properties are both transient (hotel/motel) and residential in nature. Therefore, in order to allow the future redevelopment of the Properties, the Property Owner would need to seek an amendment to a zoning district that permits both transient and residential uses. The Tourist Commercial (TC) Zoning District permits both transient and residential uses. Pursuant to [Code Section 30-693](#), single-family dwelling units of 25 dwelling units or less, (except the conversion of existing hotels or motels to single-family dwelling units is not permitted), deed restricted affordable housing dwelling units of 25 dwelling units or less, (except the conversion of existing hotels or motels to single-family dwelling units is not permitted); and hotels and motels with 25 rooms or less are all permitted uses within the TC Zoning District. However, the Property would need to have a FLUM designation that allows the proposed TC Zoning District. In order to achieve the stated goals of redeveloping the existing market rate single-family dwelling units, redeveloping the existing transient dwelling units and transferring in additional residential dwelling units on the Properties, the applicant may consider the following:

- Future Land Use Map (FLUM) Amendment from Residential Medium (RM) and Residential Low (RL) to Mixed Use (MU) for Parcels 00400680-000000, 00400690-000000, 00400700-000000 and 00400660-000000; and
- Establish a sub-area policy through a site specific text amendment to the Comprehensive Plan consistent with Objective 1-2.11 for Parcels 00400720-000000, 00400680-000000, 00400690-000000, 00400700-000000 and 00400660-000000 to limit the maximum amount of residential density on the Parcels; and
- Official Zoning Map Amendment from Settlers Residential (SR) and Residential Estate (RE) to Tourist Commercial (TC) for Parcels 00400680-000000, 00400690-000000, 00400700-000000 and 00400660-000000; and

The necessary FLUM, Zoning map and site specific text amendments may be applied for under a [combined application](#). Similar to the FLUM amendment, all applications for a zoning map amendment must submit an explanation of how the application satisfies each of the applicable criteria in the Land Development Regulations, Comprehensive Plan, and the Principles for Guiding Development in the Florida Keys Area of Critical State Concern pursuant to § 380.0552(7), Florida Statutes.

FLUM, Zoning map and site specific text amendments are reviewed by Planning Staff; the DRC makes a recommendation to the Director of Planning; the Local Planning Agency makes a recommendation to the Village Council at a noticed public hearing; and then the Village Council decides whether to approve or deny each of the applications by ordinance during two separate noticed public hearings. The Department of Economic Opportunity ("DEO") has the right to request an administrative hearing on any Comprehensive Plan

amendment. Additionally, the DEO has the right to appeal the zoning map amendment. For further details, please refer to [Code Chapter 30, Article IV, Division 9](#), as well as the above referenced Florida Statute. This process may take up to twelve to fifteen months to complete.

2. As they exist today, how many development rights exist on each said property, and what can each be used for?

Property: 109 #9 Carroll Street; 00400720-000000; Tourist Commercial (TC) Zoning District

According to the Monroe County Property Appraiser's property record card, the subject property is a vacant commercial property that does not contain any residential or non-residential structures. No original permit for building construction could be found; however, in a Building Permit Application submitted and issued in 2009 (Permit No: DMC200900189) the Village recognized the demolition and future replacement of Sea Isle Resort a three (3) unit motel (Attachment A). The approved April 30, 2009 permit indicated the building to be 1,928 square feet. Therefore, pursuant to Code Section 30-473(d), the Village recognizes three (3) transient residential dwelling units consisting of 1,928 square feet.

Property: 109C Carroll Street; 00400680-000000; Settlers Residential (SR) Zoning District

According to the Monroe County Property Appraiser's property record card, the subject property consists of a residential use building with a total coverage of 1,020 square feet. The structure was constructed in 1959 prior to the requirement for a building permit; however, in a Building Permit Application submitted and issued in 2009 (Permit No: DMR200900190) the Village recognized the demolition and future replacement of an existing single-family residence (Attachment B). The approved April 30, 2009 permit indicated the building to be 1,020 square feet. Therefore, pursuant to Code Section 30-473(d), the Village recognizes one (1) residential dwelling unit consisting of 1,020 square feet pursuant to Code Section 30-473(d). The single-family dwelling unit was not demolished and currently exists on Parcel 00400680-000000.

Property: 109E Carroll Street; 00400700-000000; Settlers Residential (SR) Zoning District

According to the Monroe County Property Appraiser's property record card, the subject property consists of a residential use building with a total coverage of 1,627 square feet. The structure was constructed in 1961 prior to the requirement for a building permit. Therefore, pursuant to Code Section 30-473(d), the Village recognizes one (1) residential dwelling unit consisting of 1,627 square feet.

Property: 107 Carroll Street; 00400690-000000; Settlers Residential (SR) Zoning District

According to Monroe County Property Appraiser's property record card, the subject property consists of a residential use building with a total coverage of 1,459 square feet. The structure was originally constructed in 1958, prior to the requirements for a building permit; however, according to the Historical Property Record Card of 1979 Monroe County recognized the primary structure as being a Duplex with two (2) dwelling units (Attachment C). Therefore, pursuant to Code Section 30-473(d), the Village recognizes two (2) residential dwelling units consisting of 1,459 square feet.

Property: 101 Carroll Street; 00400660-000000; Residential Estate (RE) Zoning District

According to the Monroe County Property Appraiser's property record card, the subject property consists of a residential use building with a total coverage of 959 square feet. The original permit for the building construction from 1960 could not be found; however, in a Building Permit Application submitted in 1965 (Permit No: 9837) Monroe County recognized the conversion of a non-sea going steel barge to a livable house boat - single family residence (Attachment D). Therefore, pursuant to Code Section 30-473(d), the Village recognizes one (1) residential dwelling unit consisting of 959 square feet.

a. Are the development rights impacted if we do not keep the existing

structures?

The dwellings units and hotel/motel units vested rights may be retained by utilizing a survey with the total square footage and number units of buildings when demolishing the structures from the Properties provided a building permit is approved and issued for demolition.

3. Number of hotel rooms that can be built on each said property and in total?

With the current zoning designations for Parcels 00400680-000000, 00400690-000000, 00400700-000000 and 00400660-000000, zero (0) hotel rooms may be built on these Properties as the zoning district(s) do not allow hotels/motels. The property with the Parcel ID 00400720-000000 may develop three (3) hotel units with the current vested rights of units, provided compliance is demonstrated with the Village's Land Development Regulations and the Comprehensive Plan. To build additional units would require Transfer of Development Rights (TDR) of transient units from another eligible sender site within the Village. Please see Sec. 30-506. - Transfer of development rights (TDRs) for residential dwelling units and density.

If all the Properties were approved following the process from Question 1 for a FLUM and zoning change to MU/TC, then the amount of hotel rooms would be limited to the vested rights or total number of units obtained through TDR. The maximum density permitted through the transfer of development rights is 12 dwelling units per acre. It should be noted that another factor limiting the number of units would be the requirements of the Village's LDRs for height, setbacks, parking, landscaping, bufferyards, open space, and stormwater retention.

4. Amount of meeting / other commercial space that can be built?

The Properties with their current zoning designations for Parcels 00400680-000000, 00400690-000000, 00400700-000000 and 00400660-000000, zero (0) nonresidential square footage may be obtained on these sites as the current zoning designation does not allow commercial (nonresidential) uses.

The property with the Parcel ID 00400720-000000 may develop nonresidential square footage provided compliance with the Village's Land Development Regulations and the Comprehensive Plan is demonstrated and the Property Owner obtains an allocation of nonresidential square footage from the Building Permit Allocation System (BPAS). According to the property appraiser's website there is approximately 67,500 square feet of uplands which would allow maximum Floor Area Ratio (FAR) of 0.25 (16,875 square feet) or 0.35 (23,625 square feet) with TDRs. It should be noted the maximum nonresidential floor area for a principal structure shall be 10,000 square feet. Also, another factor limiting the nonresidential square footage would be the requirements of the Village's LDRs for height, setbacks, parking, landscaping, bufferyards, open space, and stormwater retention.

a. Are there limitations on commercial uses on the site?

Yes, Parcels 00400680-000000, 00400690-000000, 00400700-000000 and 00400660-000000 are not within a zoning district that allows for commercial (nonresidential) uses. If all the properties were approved following the process from Question 1 for a FLUM and zoning change to MU/TC respectively, then the commercial (nonresidential) uses that are indicated as permitted or conditional uses within the TC zoning district would be allowed. For your reference, Code Section 30-693 is provided below.

Sec. 30-693. - Tourist commercial (TC) zoning district.

(a) Purpose and intent.

- (1) The purpose of the tourist commercial (TC) zoning district is to accommodate existing tourist lodging, tourist attractions and supportive facilities.

- (2) This zoning district is established within the Mixed Use (MU) FLUM category.
- (b) *Permitted uses.* The following uses are permitted uses provided that they do not contain a drive-in or drive-through component.
 - (1) Single family dwelling units of 25 dwelling units or less, except the conversion of existing hotels or motels to single-family dwelling units is not permitted;
 - (2) Deed restricted affordable housing dwelling units of 25 dwelling units or less, except the conversion of existing hotels or motels to dwelling units is not permitted;
 - (3) Hotels and motels with 25 rooms or less;
 - (4) Recreational equipment rental;
 - (5) Restaurants less than 1,500 square feet;
 - (6) Brewpubs less than 1,500 square feet; and
 - (7) Accessory uses and structures, excluding guesthouses.
- (c) *Uses reviewed as a minor conditional use.* The following uses are reviewed as minor conditional uses provided that they do not contain a drive-in or drive-through component.
 - (1) Any permitted residential use, greater than 25 dwelling units, except that motels and hotels shall not be considered a residential use;
 - (2) Bars, taverns and drinking places less than 5,000 square feet;
 - (3) Brewpubs of 1,500 to 3,000 square feet;
 - (4) Commercial recreational facility less than 5,000 square feet;
 - (5) Community pier or public dock;
 - (6) Docking facility;
 - (7) Hotels or motels having more than 25 rooms and less than 50 rooms;
 - (8) Infrastructure and municipal utility facilities;
 - (9) Restaurants of 1,500 to 3,000 square feet; and
 - (10) Attached wireless facility.
- (d) *Uses reviewed as a major conditional use.*
 - (1) Hotels or motels having 50 rooms or more;
 - (2) Brewpubs of 3,001 to 5,000 square feet;
 - (3) Commercial recreational uses of 5,000 square feet or greater;
 - (4) Marina redevelopment;
 - (5) Restaurants of 3,001 to 5,000 square feet;
 - (6) Stealth wireless facility;
 - (7) Outdoor storage and display areas pursuant to article VI, division 8 of this chapter; and
 - (8) Any use listed above as a permitted or minor conditional use, or a major conditional use listed herein, provided that the use contains a drive-in or drive-through component.
- (e) *Site development standards.*
 - (1) Minimum lot area: Not applicable.
 - (2) Maximum building height: 35 feet.
 - (3) Maximum developable lot coverage: Not applicable.

- (4) **Setbacks:**
 - a. Front yard: Minimum 25 feet. Front yard setback may be reduced to the minimum required bufferyard width pursuant to division 6 of this article only for covered unenclosed areas, outdoor seating areas, balconies, roof overhangs, walkways, stairways and entryways.
 - b. Street side yard: Minimum ten feet, or the required bufferyard width pursuant to division 6 of this article, whichever is less.
 - c. Interior side yard: Minimum ten feet.
 - d. Rear yard: Minimum 20 feet.
 - e. Rear yard on shoreline: See article VII, division 2 of this chapter.
 - (5) Floor area: Maximum floor area for principal structures: 0.25 FAR or 0.35 FAR with TDRs or with working waterfronts pursuant to article IV, division 17 of this chapter.
 - (6) Density: Up to six dwelling units per acre, or up to 12 dwelling units per acre with TDRs or affordable housing, or up to 15 affordable housing dwelling units per acre may be permitted if the proposed development provides for an increase of one Class in all required bufferyards; however, on commercially developed parcels of land, the density requirements for affordable housing provided herein shall not exceed 12 dwelling units per acre, notwithstanding any nonresidential floor area or FAR, or market rate residential dwelling units; except that on commercially developed parcels of land, the density requirements for affordable housing provided herein shall not exceed 15 dwelling units per acre, notwithstanding any nonresidential floor area or FAR, or market rate residential dwelling units, if the proposed development provides for an increase of one Class in all required bufferyards.
 - (7) Open space: See article VII, division 4 of this chapter.
 - (8) Landscape requirements: See division 6 of this article.
 - (9) Parking requirements: See division 7 of this article.
 - (10) Maximum principal building size: The maximum nonresidential floor area for a principal structure shall be 10,000 square feet or the maximum intensity (floor area ratio) allowable pursuant to this section, whichever is less.
5. **Will employee housing be required for any of this, including pre-approved units?**
Yes, employee housing would be required following the standards of [DIVISION 16. - Affordable Housing Standards](#). Additional units and increases in square footage trigger inclusionary zoning that mandates units be developed or a fee in-lieu of be paid, depending on the impact and required mitigation. The division linked above outlines the affordable housing requirements.
6. **Would adding more employee housing than required provide for more development rights?**
Unfortunately, there is no mechanism to obtain additional development rights by adding additional affordable dwelling units.
7. **Can existing vested units at Cheeca be utilized on these sites?**
No, not all of the Parcels currently allow for transient uses. However, if the Properties were approved following the process from Question 1 for a FLUM and zoning change to MU/TC respectively, and the sites were combined with a method sufficient to the Village Attorney through either a Unity of Title or Declaration of Restrictive Covenants, then the existing vested units may be redeveloped on the Properties provided compliance is demonstrated with the Village's Land Development Regulations and the Comprehensive Plan. Additionally, the Property Owner may be able to develop transient units on the other properties following a transfer utilizing the TDR process in [DIVISION 12. - Transfer of Development Rights](#).

8. Can the sites be combined with Cheeca if acquired?

The sites could be combined with a method sufficient to the Village Attorney either through a Unity of Title or Declaration of Restrictive Covenants.

9. If these sites were combined through unity of title into overall Cheeca site, does that change what can be built (i.e., # of units)?

If the Properties were approved following the process from Question 1 for a FLUM and zoning change to MU/TC respectively, then the regulations for TC Zoning District would apply. Code Section 30-693 provided above outlines the permitted and conditional uses within the TC Zoning District.

10. What if no unity of title?

Please see answer to Questions 3 and 4.

11. Can the existing road at Cheeca be extended to combine the sites by road?

If all of the properties were unified with a method sufficient to the Village Attorney, either through a Unity of Title or Declaration of Restrictive Covenants, the existing access drive on Cheeca's property could be extended to the other properties.

12. Can a building be built that crosses the current site boundary between Cheeca and the Gilmore site?

If the properties are unified with a method sufficient to the Village Attorney, either through a Unity of Title or Declaration of Restrictive Covenants, and a site plan was approved as a part of a conditional use approval, a building could be built on the boundary line of the properties.

a. Does whether a unity of title occurs impact this?

Yes, see answer above.

13. Are the sites hooked up to sewer?

00400660-000000 - 101 Carroll Street is not connected
00400690-000000 - 107 Carroll Street is not connected
00400720-000000 - 109 #9 Carroll Street is not connected
00400680-000000 - 109 C Carroll Street is not connected
00400700-000000 - 109 E Carroll Street is connected

14. If they are, is there a further activation fee?

None that I am aware of for existing connections.

a. If not, what are the fees?

The building permit fee is \$112.00 per connection.

15. Are there limitations on usage of the dock on the site?

There is a permitted existing dock on the parcel with the ID# 00400720-000000 and general docking would be permitted, but it is currently not permitted for any commercial activities. Any change of use or commercial uses would need to be applied for prior to commencing activity. [Sec. 30-1555. - Nonconforming water-dependant structures.](#)

16. Any environmental issues on the site known by the Village or in remediation?

According to the Village's existing habitat map, the Properties are considered disturbed. Any proposed redevelopment application would require a vegetation survey consistent with Code Section 30-1614(e).

Any vegetation that is removed on the Property would be required to be mitigated in accordance with Code Section 30-1615.

Property: 109 #9 Carroll Street; 00400720-000000; Tourist Commercial (TC) Zoning District

According to the Federal Emergency Management Agency (FEMA) Threatened and Endangered Species focus areas within the Village the property contains a suitable habitat for the Eastern Indigo Snake (common name).

Property: 109C Carroll Street; 00400680-000000; Settlers Residential (SR) Zoning District

According to the Federal Emergency Management Agency (FEMA) Threatened and Endangered Species focus areas within the Village the property does not contain any of the registered threatened and endangered species.

Property: 109E Carroll Street; 00400700-000000; Settlers Residential (SR) Zoning District

According to the Federal Emergency Management Agency (FEMA) Threatened and Endangered Species focus areas within the Village the property does not contain any of the registered threatened and endangered species.

Property: 107 Carroll Street; 00400690-000000; Settlers Residential (SR) Zoning District

According to the Federal Emergency Management Agency (FEMA) Threatened and Endangered Species focus areas within the Village the property does not contain any of the registered threatened and endangered species.

Property: 101 Carroll Street; 00400660-000000; Residential Estate (RE) Zoning District

According to the Federal Emergency Management Agency (FEMA) Threatened and Endangered Species focus areas within the Village the property contains a suitable habitat for the Eastern Indigo Snake (common name).

17. Any limitations to food and beverage or liquor sales?

The current zoning designations for parcels 00400680-000000, 00400690-000000, 00400700-000000 and 00400660-000000, do not permit commercial (nonresidential) uses and zero (0) nonresidential square footage can be established on these sites with their current zoning designations. With the current designation, food and beverage or liquor sales would not be permitted on these parcels.

For the property with the Parcel ID 00400720-000000 with the zoning designation TC there are no known limitations that that staff is currently aware of that would limit an application for an alcoholic beverage use permit; however, please review the section of the LDRs that address alcoholic beverage permits - [DIVISION 11. - Alcoholic Beverage Use Permit](#). Additionally, the link to the application for [Alcoholic Beverage Permits](#) has been provided. Any new construction of a restaurant or bar that is open to the public would require a nonresidential square footage allocation and would require compliance with the Village's LDR and building code.

18. Any limitations to pool(s) being built?

A pool is permitted as an accessory structure to a principal use. The requirements of the Village's LDRs for setbacks, landscaping, bufferyards, open space, and stormwater retention would have to be met.

In addition to the LDRs, the proposed development must be found consistent with the purposes, goals, objectives and policies of the Islamorada [Comprehensive Plan](#). If you have any further questions or need additional clarification, please feel free to contact me at 305-664-6424 or brad.stein@islamorada.fl.us.

Conclusion:

This pre-application letter is based solely upon the information provided by the applicant and is only intended to familiarize the applicant with the provisions of the land development regulations currently in effect that may be applicable to the development project proposed by the applicant. The information provided herein is subject to change based upon the adoption of new policies or regulations, the repeal of existing policies or regulations, submission of additional information, or a determination that incomplete/inaccurate information or misstatements of fact were provided by the applicant. This letter is not a development approval, order or permit, and nothing contained herein shall be construed or interpreted as conveying, conferring, granting or denying any building, development or vested rights. This is not an administrative decision or interpretation regarding the provisions of the comprehensive plan or land development regulations. A final decision or interpretation of the applicable policies and regulations cannot be made until the applicant submits a complete development application for review.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Brad Stein', is positioned above the typed name.

Brad Stein, AICP
Senior Planner

**Islamorada, Village of Islands**

86800 Overseas Highway

Islamorada, FL 33036

Phone: (305) 664-6400 Fax: (305) 664-6469

PERMIT TYPE: INTERIOR REMODEL

Permit:	PRBLD201901626	Applied:	November 27, 2019
Job Cost:	\$4,200.00	Issued:	January 07, 2020
Total Fees: (deposit incl.)	\$797.60	Property:	107 CARROLL ST
Paid:	\$689.60	Construction:	RESIDENTIAL

Legal Description:	STRATTONS SUBD PB 2-38 UPPER MATECUMBE PT LOT 2 SQR 10 (LOT A) G24-94 G59-286 G73-464 OR161-66 OR532-466 OR776-698 OR923-1950 OR927-1765DC OR973-1164/70WILCASE #86-148-CP-09 OR1330-1315/16RS OR1380-58 OR1392-1740 OR1412-1614M/L OR2254-1555T/C OR2328-1420/21
--------------------	---

Total Square Footage:	465	Parcel #	00400690-000000
-----------------------	-----	----------	-----------------

Zoning:

Property:	SR	Flood:	Fire:	UMK	Special:
-----------	----	--------	-------	-----	----------

Owner:	Agent:	Contractor:
FORM PALS LLC 1817 WESTGATE PKWY SW ATLANTA, GA 30336(305) 970-8656		NATIVE CONSTRUCTION CONTRACTING INC 100 WRENN ST TAVERNIER, FL 33070 (305) 852-3116

Description of Work:	ADD INTERIOR NON STRUCTURAL WALLS, MINOR UPDATE TO ELECTRICAL, USE EXISTING LIGHTS-NO NEW CEILING LIGHTS, ADD TILE FLOORING THROUGHOUT. RELOCATE BATHROOM
----------------------	---

Sub Permits:

PRBLD201901626	BUILDING	NATIVE CONSTRUCTION CONTRACTING INC	(305) 852-3116
PRBLD201901626	ELECTRICAL	DUNN ELECTRICAL SERVICE INC	(305) 360-7576
PRBLD201901626	PLUMBING	BAYSIDE COMPANIES INC DBA BAYSIDE PLUMBING & MAINTENANCE	(305) 453-5435

Permit Conditions:

Department	Condition	Status

Issuance of a development permit by the Village does not in any way create any right on the part of an applicant to obtain a permit from a state or federal agency and does not create any liability on the part of the Village for issuance of the permit if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes actions that result in a violation of state or federal law. The applicant or permit holder shall obtain all applicable state and federal permits prior to the start of construction for the development authorized pursuant to this permit.

This permit becomes null and void if an approved inspection has not been recorded in the Building Department within 180 days of the valid date of the permit, or once the initial inspection is approved and recorded, subsequent inspections are not approved and recorded within 180 days of the previous approved and recorded inspection.

I hereby certify that I have read and examined this document and know the same to be true and correct. I further agree that I will in all respects construct the above described improvement in accordance with this statement and the plans and specifications herewith filed, and in accordance with the ordinances of Islamorada, Village of Islands. Granting of a permit does not presume to give authority to violate or cancel provisions of any state or local laws regulating construction or the performance of construction.

WARNING TO OWNER: Your failure to record a Notice of Commencement may result in your paying twice for improvements to your property. If you intend to obtain financing, consult with your lender or attorney before recording your Notice of Commencement. Once recorded, the Notice of Commencement MUST BE POSTED AT THE JOB SITE.

		01/07/2020
--	--	------------

1003

OFFICE COPY



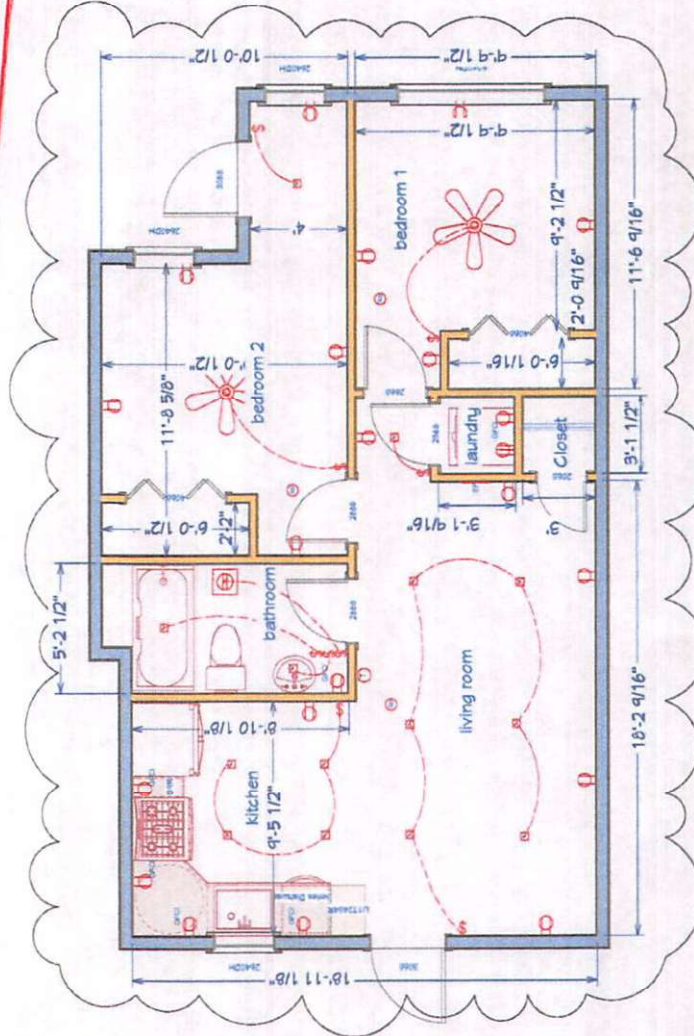
APPROVED PLANS TO
BE AT JOBSITE FOR
REQUIRED INSPECTIONS

20190626

ELECTRICAL - DATA - AUDIO LEGEND	
SYMBOL	DESCRIPTION
	Ceiling Fan
	Ventilation Fans, Ceiling Mounted, Wall Mounted
	Ceiling Mounted Light Fixtures, Surface/Pendant, Recessed, Heat Lamp, Low Voltage
	Wall Mounted Light Fixtures, Flush Mounted, Wall Sconce
	Chandelier Light Fixture
	Fluorescent Light Fixture
	240V Receptacle
	110V Receptacles, Duplex, Weather Proof, GFCI
	Switches: Single Pole, Weather Proof, 3-Way, 4-Way
	Switches: Dimmer, Timer
	Audio Video: Control Panel, Switch
	Speakers: Ceiling Mounted, Wall Mounted
	Wall Jacks: CAT5, CAT6, TV, TV/Cable
	Telephone Jack
	Intercom
	Thermostat
	Door Chime, Door Bell Button
	Smoke Detectors, Ceiling Mounted, Wall Mounted
	Electrical Breaker Panel

**MUST COMPLY WITH
FLORIDA
BUILDING CODE**

- Insulation
Install spray foam insulation in roof system R-30
- Electrical
Relocate existing panel to new location
Install 4" recessed can lighting throughout living space
- Plumbing
Install under cabinet lights in kitchen
All outlets in laundry and kitchen area to be GFI protected
- Plumbing
Relocate existing bathroom
replace all waste & water lines
- No HVAC work to be done



NOTICE
ALL PERMITS REQUIRE
A FINAL INSPECTION
FAILURE TO OBTAIN
INSPECTION WILL RESULT IN
CODE ENFORCEMENT ACTION

APPROVED
PERMIT NO. 20190626
VILLAGE OF ISLAMORADA
DATE 12/31/19
BUILDING OFFICIAL
PLAN APPROVAL DOES NOT AUTHORIZE VIOLATION
OF ANY TECHNICAL CODES, LOCAL, STATE,
OR FEDERAL LAWS

EXAMINED BY: Teak Esslinger C6C# 1524397	DATE: 12/12/2019	SCALE:	SHEET: As Built
Island Villa Construction PO Box 12 Islamorada FL, 33036	Form Pals, LLC 107 Carroll St Islamorada FL, 33036		

STRATTONS SUBD PB2-38
UPPER MATECUMBE
PT. LOT 2 SQR10
(LOT D)
OR532-466 OR776-698

[illegible]

12-64 RE 40069

DT LOT, B/K 10 STRATHON

PT Lot 2 B/K 10 Station

24-3141
01065

5-23-75

Original Card Missing
made up new card
7/11/79 (SL)
Hampel is now assessed
on this lot was assessed
incorrectly on R 40667
per Horace 7/11/79 (SL)

[illegible]

CONSTRUCTION DATA				
IMPROVEMENT	1	2	3	4
TYPE OF STRUCTURE	Duplex	INTERIOR FINISH		
		Unfinished		
YEAR BUILT		Wd. or Cell. Bds.		
		Wallboard		
		Plaster, No Furring	X	24
		Plaster, Furring		
		Drywall		
ROOMS		Wood Panel		
FLOORS		None		
		Single Pine		
		Concrete		
		Conc., Asph. Tile		
		Conc., Terrazzo	X	9
		Double Pine		
		Double Hardwood		
		Precast Conc.		
		Parquet		
		Conc. Q. Tile		
FOUNDATION		Conc. Car. Tile		
		Marble		
ADJUSTMENTS				
PLUMBING		None		
		Poor		
HEATING		Good, Plain	X	8
		Good, Tile		
ELECTRICITY		None		
		Poor		
EXTERIOR WALLS		Average	X	3
		Good		
ROOF TYPE		CLASS & SCALE	H/O	
		CONST. UNITS	91	
ROOF MATERIAL		CLASS UNITS	-	
		TOTAL UNITS	91	
ROOF TYPE		BASE RATE	14.63	
		ADJ. RATE	13.31	
ROOF MATERIAL		AREA	1488	
		E.F.	1300	
ROOF MATERIAL		REP. COST NEW	2105	
		CONDITION	80	
ROOF MATERIAL		DEP. REP. VALUE	16884	
SH. Mtl. Roll				
T. & G. B.U.				
Shing., Wd., Etc.				
Shing., Asbestos				
Tile, Cement				
Tile, Clay				
Bermuda				
Slate				
Gypsum				

CARD		SCALE 1" =	LAND USE CODE
PLOTTED		FLDWK. BY	DATE
		CLASSED BY	DATE
RANDOM			

										
CARD	/	SCALE	1" =	LAND USE CODE						
PLOTTED		FLOWK. BY		DATE						
RANDOM		CLASSED BY		DATE						

CONSTRUCTION DATA				
IMPROVEMENT	1	2	3	4
TYPE OF STRUCTURE				
YEAR BUILT				
ROOMS				
Total Rooms				
Eff. Apts.				
— Rm. Apts.				
— Rm. Apts.				
No. of Baths				
No. of Rest Rms.				
— Fixt. R. Rms.				
— Fixt. R. Rms.				
Total Fixtures				
FOUNDATION				
Continuous Wall				
Piers				
Piling				
ADJUSTMENTS				
Frame				
Height				
Front & Interior				
Apt. Equiv.				
Partitions				
Special Use				
EXTERIOR WALLS				
Wallboard				
Corr. Metal				
Corr. Asbestos				
Wd. Fr. Stucco				
Wd. Fr. Asbestos				
C.B. Plain				
C.B. Stucco				
Wd. Fr. Siding				
Tile Stucco				
Brick				
Reinf. Conc.				
Panel, Glass, Mtl.				
ROOF TYPE				
Flat, Shed				
Hip, Gable				
Bar Joist				
Wood Truss				
Prestressed				
Steel Truss				
ROOF MATERIAL				
Sht. Mtl. Roll				
T. & G. B.U.				
Shing., Wd., Etc.				
Shing., Asbestos				
Tile, Cement				
Tile, Clay				
Bermuda				
Slate				
Gypsum				
IMPROVEMENT				
Unfinished				
Wd. or Cell. Bds.				
Wallboard				
Plaster, No Furring				
Plaster, Furring				
Drywall				
Wood Panel				
INTERIOR FINISH				
FLOORS				
None				
Single Pine				
Concrete				
Conc., Asph. Tile				
Conc., Terrazzo				
Double Pine				
Double Hardwood				
Precast Conc.				
Parquet				
Conc. Q. Tile				
Conc. Cer. Tile				
Marble				
PLUMBING				
None				
Poor				
Good, Plain				
Good, Tile				
HEATING				
None				
Unit Heat				
Cntrl. Heating				
Cntrl. Cooling				
Cntrl. Cool & Heat				
ELECTRICITY				
None				
Poor				
Average				
Good				
CLASS & SCALE				
CONST. UNITS				
CLASS UNITS				
TOTAL UNITS				
BASE RATE				
ADJ. RATE				
AREA				
E.F.				
E.F.				
REP. COST NEW				
CONDITION				
DEP. REP. VALUE				
DEPRECIATION ADJUSTMENT				
NO.	PHY.	ADJUSTMENT		%
1				
2				
3				
4				

009

PB 2-38
PC/DO

OR532-466

4492981

LAND COMPUTATIONS						
QUAN - TYPE-DESC	SIZE - AREA	UNIT PRICE	D F	C F	PRICE PER FRONT FOOT	VALUE
Tract 2	100x80					3200
See Record,						3800
TOTAL						162400

472

18 vol 7225

Photo Map

1100

1000

REAL PROPERTY RECORD CARD

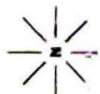
MONROE COUNTY, FLORIDA

VALUATION TOTALS			
1966	LAND	2400	
	IMPROVEMENTS	2400	
	TOTAL	3200	
	LAND	3200	
1974	IMPROVEMENTS	3200	
	TOTAL	3800	
	LAND	3800	
	IMPROVEMENTS	—	
1971	TOTAL	3800	
	LAND	<u>3600</u>	
	IMPROVEMENTS	3600	
	TOTAL	3600	
19—	LAND		
	IMPROVEMENTS		
	TOTAL		
	LAND		
19—	IMPROVEMENTS		
	TOTAL		
	LAND		
	IMPROVEMENTS		
19—	TOTAL		
	LAND		
	IMPROVEMENTS		
	TOTAL		

— NOTES —

73/28.200

N/C DASHUT 7-21-77



CARD /	SCALE 1" =	LAND USE CODE
PLOTTED	FLOWN BY	DATE
RANNOOM	CLASSIFIED BY	DATE

CONSTRUCTION DATA				
IMPROVEMENT	1	2	3	4
TYPE OF STRUCTURE				
YEAR BUILT				
ROOMS				
Total Rooms				
Eff. Appts				
— Rm. Appts				
— Rm. Appts				
No. of Baths				
No. of Rest Rm.				
— First R. Rm.				
— First R. Rm.				
Total Fixtures				
FOUNDATION				
Continuous Wall				
Piers				
Piling				
ADJUSTMENTS				
Frame				
Height				
Front & Interior				
Appl. Equip.				
Partitions				
Special Use				
ELECTRICITY				
Wellboard				
Corr. Material				
Corr. Attention				
Wd. Fr. Stucco				
Wd. Fr. Stucco				
C. & Plain				
C. & Stucco				
Wd. Fr. Stucco				
Tile Stucco				
Brick				
Reinf. Conc.				
Panel, Glass, Mtl				
FLOORS				
None				
Single Pine				
Concrete				
Conc., Asphalt Tile				
Conc., Terrazzo				
Double Pine				
Double Hardwood				
Precast Conc.				
Parquet				
Conc. Q. Tile				
Conc. Oak Tile				
Marble				
PLUMBING				
None				
Poor				
Good, Plain				
Good, Tile				
HEATING				
None				
Unit Heat				
Chrt. Heating				
Chrt. Ceiling				
Chrt. Cool & Heat				
ELECTRICITY				
None				
Poor				
Average				
Good				
CLASS & SCALE				
CONST. UNITS				
CLASS UNITS				
TOTAL UNITS				
BASE RATE				
ADJ. RATE				
AREA				
E.F.				
E.F.				
REP. COST NEW				
CONDITION				
DEP. REP. VALUE				
DEPRECIATION ADJUSTMENT				
NO.	PHY.	ADJUSTMENT		%
1				
2				
3				
4				



FLORIDA KEYS ELECTRIC COOPERATIVE ASSOCIATION, INC.

P.O. BOX 377 TAVERNIER FL 33070-0377

COOPERATIVE LOCATIONS:

TAVERNIER OFFICE: 91630 Overseas Hwy Phone: (305) 852-2431
MARATHON OFFICE: 3421 Overseas Hwy
TOLL FREE PHONE: 1-800-858-8845 WEBSITE: www.fkec.com
OFFICE HOURS: 8:00 AM TO 5:00 PM Monday - Thursday

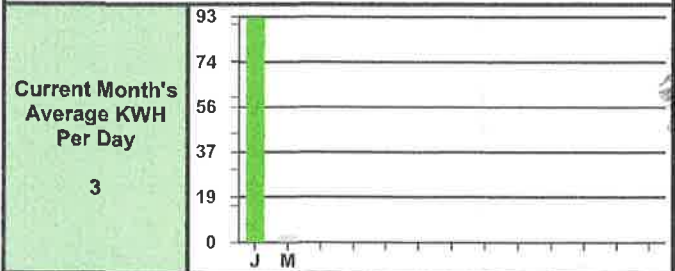
1052 0 AB 0.593
BRIAN P MAGRANE
LISA MAGRANE
206 BOUGAINVILLEA ST
TAVERNIER FL 33070-2206

5 1052
C-4



- * Payment is not avoided by failure to receive a bill.
- * EMPLOYEE IDENTIFICATION - Our authorized representatives carry Cooperative identification with a photograph. Please do not hesitate to ask for identification before admitting any employee to your premises.
- * If service is interrupted, check your fuses or circuit breakers. See if neighbors have service. Please report promptly if you believe trouble is on FKEC lines.
- * When reporting trouble or anything unusual, please give your NAME, ACCOUNT NUMBER, and METER NUMBER as listed on this bill.
- * It is your responsibility to insure we have access to all meters.
- * Next reading date is subject to change.
- * **Next reading date is: 07/11/2025**
- * Payment is due before 5:00 pm on the DELINQUENT DATE.

KWH USAGE HISTORY



ACCOUNT NUMBER	METER NUMBER	BILL MAILED	LOCATION PHONE	OTHER PHONE	MOBILE PHONE
6707300035	99183827	06/11/2025		(305) 304-9421	(305) 942-6744
ACCOUNT LOCATION 107A CARROLL ST / OCEAN VIEW					
ACTIVITY SINCE LAST BILL		\$ AMOUNT	CURRENT BILL INFORMATION		\$ AMOUNT
PREVIOUS BALANCE		2.00	DAILY SYSTEM ACCESS CHARGE 1.00 X 31		31.00
PAYMENT		2.00 CR	POWER COST		6.91
			EQUITY CHARGE		2.25
			GROSS RECPT TAX		1.03
			OPER ROUNDUP		0.81
BILLING PERIOD DATES		RATE	TOTAL DUE NOW		42.00
05/09/2025 TO 06/09/2025		RESIDENTIAL SERVICE	DELINQUENT DATE		07/01/2025
TO		CODE	AFTER DELINQUENT DATE PAY		42.63
		REGULAR	POWER COST PER KWH		.0742700
KWH METER READING	MULTIPLIER	USAGE	USAGE 1 YEAR AGO	*NEW Business Hours: Mon-Thurs, 8AM-5PM* Our offices are closed on Fridays. Pay online 24/7 at www.fkec.com or call 855-940-4007. We accept checks and credit or debit cards. Visit our offices or mail your payment with the stub below.	
FROM	TO				
15468	15561	1	93		

PLEASE INDICATE CHANGE OF ADDRESS/PHONE NUMBER HERE.

MAILING ADDRESS		
CITY	STATE	ZIP
LOCATION PHONE NUMBER		MOBILE PHONE NUMBER
() ()		() ()
MEMBER'S SIGNATURE (REQUIRED TO CHANGE ADDRESS)		

BILLS ARE DUE UPON RECEIPT

DELINQUENT DATE	ACCOUNT NO.	AMOUNT DUE
07/01/2025	6707300035	42.00



FLORIDA KEYS ELECTRIC COOPERATIVE ASSOCIATION, INC.
PO BOX 377
TAVERNIER FL 33070-0377



2000049620
BRIAN P MAGRANE
LISA MAGRANE
206 BOUGAINVILLEA ST
TAVERNIER FL 33070-2206

1102467073000350000004200000004263061120257



FLORIDA KEYS ELECTRIC COOPERATIVE ASSOCIATION, INC.

P.O. BOX 377 TAVERNIER FL 33070-0377

COOPERATIVE LOCATIONS:

TAVERNIER OFFICE: 91630 Overseas Hwy Phone: (305) 852-2431
MARATHON OFFICE: 3421 Overseas Hwy
TOLL FREE PHONE: 1-800-858-8345 WEBSITE: www.fkec.com
OFFICE HOURS: 8:00 AM TO 5:00 PM Monday - Thursday

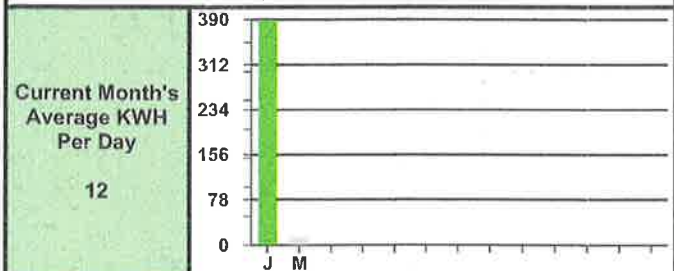
1053 0 AB 0.593
BRIAN P MAGRANE
LISA MAGRANE
206 BOUGAINVILLEA ST
TAVERNIER FL 33070-2206

5 1053
C-4



- * Payment is not avoided by failure to receive a bill.
- * EMPLOYEE IDENTIFICATION - Our authorized representatives carry Cooperative identification with a photograph. Please do not hesitate to ask for identification before admitting any employee to your premises.
- * If service is interrupted, check your fuses or circuit breakers. See if neighbors have service. Please report promptly if you believe trouble is on FKEC lines.
- * When reporting trouble or anything unusual, please give your NAME, ACCOUNT NUMBER, and METER NUMBER as listed on this bill.
- * It is your responsibility to insure we have access to all meters.
- * Next reading date is subject to change.
- * **Next reading date is: 07/11/2025**
- * Payment is due before 5:00 pm on the DELINQUENT DATE.

KWH USAGE HISTORY



ACCOUNT NUMBER	METER NUMBER	BILL MAILED	LOCATION PHONE	OTHER PHONE	MOBILE PHONE
6707300518	99183826	06/11/2025		(305) 304-9421	(305) 942-6744
ACCOUNT LOCATION 107B CARROLL ST / OCEANVIEW					
ACTIVITY SINCE LAST BILL		\$ AMOUNT	CURRENT BILL INFORMATION		\$ AMOUNT
PREVIOUS BALANCE		3.00	DAILY SYSTEM ACCESS CHARGE 1.00 X 31		31.00
PAYMENT		3.00 CR	POWER COST		28.97
			EQUITY CHARGE		9.44
			GROSS RECPT TAX		1.78
			OPER ROUNDUP		0.81
BILLING PERIOD DATES		RATE	TOTAL DUE NOW		72.00
05/09/2025 TO 06/09/2025		RESIDENTIAL SERVICE	DELINQUENT DATE		07/01/2025
TO		CODE	AFTER DELINQUENT DATE PAY		73.08
		REGULAR	POWER COST PER KWH		0.742700
KWH METER READING	MULTIPLIER	USAGE	USAGE 1 YEAR AGO	*NEW Business Hours: Mon-Thurs, 8AM-5PM* Our offices are closed on Fridays. Pay online 24/7 at www.fkec.com or call 855-940-4007. We accept checks and credit or debit cards. Visit our offices or mail your payment with the stub below.	
FROM	TO				
12819	13209	1	390		

PLEASE INDICATE CHANGE OF ADDRESS/ PHONE NUMBER HERE

MAILING ADDRESS		
CITY	STATE	ZIP
LOCATION PHONE NUMBER	MOBILE PHONE NUMBER	
()	()	
MEMBER'S SIGNATURE (REQUIRED TO CHANGE ADDRESS)		

BILLS ARE DUE UPON RECEIPT

DELINQUENT DATE	ACCOUNT NO.	AMOUNT DUE
07/01/2025	6707300518	72.00



FLORIDA KEYS ELECTRIC COOPERATIVE ASSOCIATION, INC.
PO BOX 377
TAVERNIER FL 33070-0377



2000049620
BRIAN P MAGRANE
LISA MAGRANE
206 BOUGAINVILLEA ST
TAVERNIER FL 33070-2206



110246707300518000007200000007308061120258



FLORIDA KEYS ELECTRIC COOPERATIVE ASSOCIATION, INC.

P.O. BOX 377 TAVERNIER FL 33070-0377

COOPERATIVE LOCATIONS:

TAVERNIER OFFICE: 91630 Overseas Hwy Phone: (305) 852-2431
MARATHON OFFICE: 3421 Overseas Hwy
TOLL FREE PHONE: 1-800-858-8845 WEBSITE: www.fkec.com
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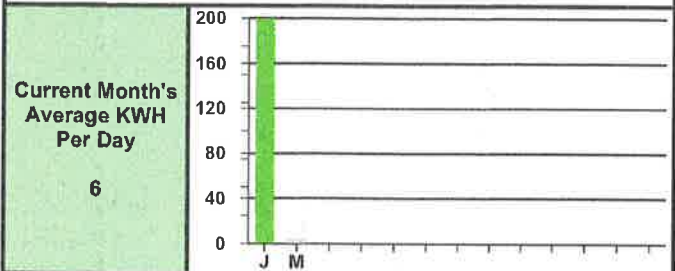
1054 0 AB 0.593
BRIAN P MAGRANE
LISA MAGRANE
206 BOUGAINVILLEA ST
TAVERNIER FL 33070-2206

5 1054
C-4



- * Payment is not avoided by failure to receive a bill.
- * EMPLOYEE IDENTIFICATION - Our authorized representatives carry Cooperative identification with a photograph. Please do not hesitate to ask for identification before admitting any employee to your premises.
- * If service is interrupted, check your fuses or circuit breakers. See if neighbors have service. Please report promptly if you believe trouble is on FKEC lines.
- * When reporting trouble or anything unusual, please give your NAME, ACCOUNT NUMBER, and METER NUMBER as listed on this bill.
- * It is your responsibility to insure we have access to all meters.
- * Next reading date is subject to change.
- * Next reading date is: 07/11/2025
- * Payment is due before 5:00 pm on the DELINQUENT DATE.

KWH USAGE HISTORY



ACCOUNT NUMBER	METER NUMBER	BILL MAILED	LOCATION PHONE	OTHER PHONE	MOBILE PHONE
6707301026	99183825	06/11/2025		(305) 304-9421	(305) 942-6744
ACCOUNT LOCATION 107C CARROLL ST / OCEANVIEW					
ACTIVITY SINCE LAST BILL		\$ AMOUNT	CURRENT BILL INFORMATION		\$ AMOUNT
PREVIOUS BALANCE PAYMENT		2.00 2.00 CR	DAILY SYSTEM ACCESS CHARGE 1.00 X 31 POWER COST EQUITY CHARGE GROSS RECPT TAX OPER ROUNDUP		31.00 14.85 4.84 1.30 0.01
BILLING PERIOD DATES		RATE	TOTAL DUE NOW		52.00
05/09/2025 TO 06/09/2025		RESIDENTIAL SERVICE	DELINQUENT DATE		07/01/2025
TO		CODE	AFTER DELINQUENT DATE PAY		52.78
		REGULAR	POWER COST PER KWH		.0742700
KWH METER READING		MULTIPLIER	USAGE	USAGE 1 YEAR AGO	*NEW Business Hours: Mon-Thurs, 8AM-5PM* Our offices are closed on Fridays. Pay online 24/7 at www.fkec.com or call 855-940-4007. We accept checks and credit or debit cards. Visit our offices or mail your payment with the stub below.
FROM	TO				
8422	8622	1	200		

PLEASE INDICATE CHANGE OF ADDRESS/ PHONE NUMBER HERE.

MAILING ADDRESS		
CITY	STATE	ZIP
LOCATION PHONE NUMBER	MOBILE PHONE NUMBER	
()	()	
MEMBER'S SIGNATURE (REQUIRED TO CHANGE ADDRESS)		

2000049620
BRIAN P MAGRANE
LISA MAGRANE
206 BOUGAINVILLEA ST
TAVERNIER FL 33070-2206

BILLS ARE DUE UPON RECEIPT

DELINQUENT DATE	ACCOUNT NO.	AMOUNT DUE
07/01/2025	6707301026	52.00

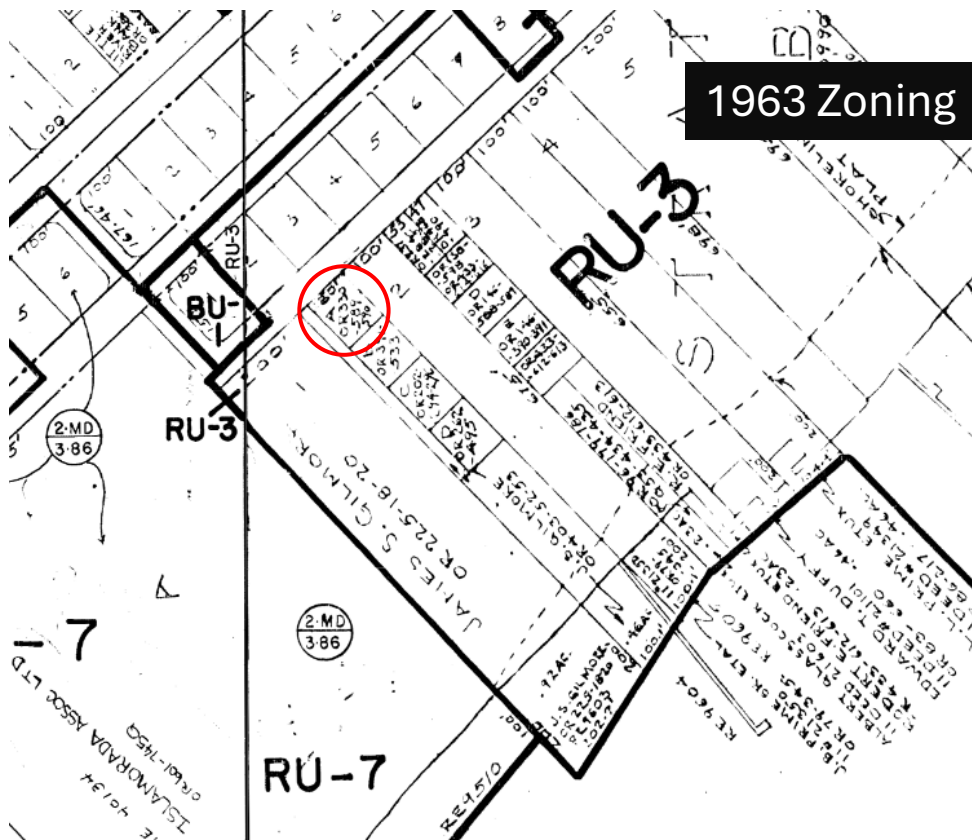


FLORIDA KEYS ELECTRIC COOPERATIVE ASSOCIATION, INC.
PO BOX 377
TAVERNIER FL 33070-0377



110246707301026000005200000005278061120255





A SINGLE FAMILY RESIDENCE ON A LOT OF REQUIRED SIZE IN THIS ZONE MAY BE JOINED TO A SINGLE FAMILY RESIDENCE ON AN ADJACENT LOT BY MEANS OF A COMMON PORTE CONCHERE OF TWO (2) CAR WIDTH; PROVIDED THE BUILDINGS ARE ENTIRELY OF MASONRY CONSTRUCTION, ARE CONSTRUCTED SIMULTANEOUSLY, AND THE SETBACK OF THE SITES OPPOSITE THE JOINED BUILDINGS EACH ARE INCREASED AT LEAST BY THE DISTANCE SAVED BY SAID JOININGS, AND NO ACCESSORY BUILDING IS CONSTRUCTED ON LOTS SO OCCUPIED.

3. EVERY USE AS A SECONDARY OR SUBORDINATE SINGLE FAMILY RESIDENCE OR ONE (1) FAMILY GARAGE APARTMENT ON THE REAR PORTION OF A LOT WHERE THERE IS ONLY ONE (1) SINGLE FAMILY RESIDENCE ON THE FRONT PORTION OF SAID LOT, AT LEAST FIFTEEN FEET (15') BETWEEN BUILDINGS.

PROHIBITED USES:

1. THE USE OF ANY LOT IN A SUBDIVISION PLATTED AND RECORDED PRIOR TO THE ADOPTION OF THESE REGULATIONS FOR MORE THAN A ONE (1) FAMILY RESIDENCE IS PROHIBITED WHERE THE AREA OF THE LOT IS SMALLER THAN SPECIFIED IN THIS SECTION. NEITHER THE GUEST HOUSE NOR SERVANTS' QUARTERS SHALL BE PERMITTED ON A SINGLE LOT HAVING LESS THAN SEVEN THOUSAND FIVE HUNDRED FEET (7,500') SQUARE IN AN AREA WHICH IS OCCUPIED BY A TWO (2) FAMILY OR TWO (2) SINGLE RESIDENCES IN AN RU-2 ZONE.

LOT AREA - MINIMUMS:

SQUARE FOOTAGE OF PRINCIPAL BUILDING OR BUILDINGS SHALL BE ONE AND ONE-HALF ($1\frac{1}{2}$) TIMES THE SQUARE FOOTAGE THAT WOULD BE REQUIRED FOR THE CONSTRUCTION OF A SINGLE FAMILY RESIDENCE IN THE ZONE.

LOT AREA 6,000 SQUARE FEET -	FRONTAGE	60 FEET
	DEPTH	75 FEET

SECTION 9

ZONE RU-3 MULTIPLE FAMILY HOTEL AND MOTEL DISTRICT:

THE FOLLOWING REGULATIONS SHALL APPLY IN ALL RU-3 DISTRICTS:

NO LAND, BODY OF WATER AND/OR NO STRUCTURE SHALL BE USED OR PERMITTED TO BE USED, AND NO STRUCTURE SHALL BE HEREAFTER ERECTED, CONSTRUCTED, MOVED, RECONSTRUCTED OR STRUCTURALLY ALTERED OR MAINTAINED IN ANY ZONE OF CLASSIFICATION RU-3, WHICH IS DESIGNED, ARRANGED OR INTENDED TO BE USED OR OCCUPIED FOR ANY PURPOSE, EXCEPTING FOR ONE (1) OR MORE OF THE FOLLOWING USES, UNLESS OTHERWISE PROVIDED

USES:

1. EVERY USE PERMITTED IN THE PRECEDING RU-1 AND RU-2

ZONES, SUBJECT TO THE REQUIREMENTS AND RESTRICTIONS SPECIFIED THEREFOR IN SAID ZONES.

2. APARTMENT HOUSES.

3. APARTMENT HOTELS.

4. HOTELS AND MOTELS.

5. BUSINESS OR COMMERCIAL ESTABLISHMENTS OF THE BU-1 TYPE AND BARS SHALL BE PERMITTED IN HOTELS, MOTELS OR APARTMENT HOTELS WITH FIFTY (50) OR MORE GUEST ROOMS OR APARTMENT UNITS, PROVIDING THE EXTERIOR OF ANY SUCH BUILDING SHALL NOT HAVE STORE FRONTS OR GIVE THE APPEARANCE OF COMMERCIAL OR MERCANTILE ACTIVITY AS VIEWED FROM THE HIGHWAY. SUCH BUSINESS OR COMMERCIAL ESTABLISHMENTS IN THIS DISTRICT SHALL BE ENTERED ONLY FROM WITHIN THE BUILDING, EXCEPT THAT AN ADDITIONAL ENTRANCE OR DOOR SHALL BE PERMITTED WHERE THE SAME OPENS UNTO A COURTYARD OR PATIO (AWAY FROM THE STREET SIDE) WHICH IS ENCLOSED AND WHICH IS NOT VISIBLE FROM THE STREET, AND EXCEPT THAT A FIRE DOOR OR EXIT SHALL BE PERMITTED, PROVIDING THAT THE SAME IS EQUIPPED WITH PANIC-TYPE HARDWARE AND LOCKS, AND IS MAINTAINED IN A LOCKED POSITION EXCEPT IN EMERGENCY. HOTELS AND APARTMENT-HOTELS WHICH EXTEND FROM A STREET TO THE OCEAN OR BAY, WHICH HAVE THE REQUIRED FIFTY (50) GUEST ROOMS OR APARTMENT UNITS, MAY HAVE THE BUSINESS OR COMMERCIAL ESTABLISHMENT ON THE EXTREME END OF THE STRUCTURE ON THE WATERWAY SIDE, WITH A DIRECT OPENING PROVIDING THAT THE OPENING IS FROM THE WATERWAY SIDE AND CANNOT BE VIEWED FROM A STREET OR HIGHWAY. THESE RESTRICTIONS SHALL NOT APPLY WHEN THE SITE IS IN A COMMERCIAL DISTRICT, AND THESE COMMERCIAL USES ARE A PERMITTED USE IN SAID DISTRICT. ALSO, HOTELS OR MOTELS IN AN RU-3 DISTRICT WITH TWENTY (20) OR MORE GUEST ROOMS, MAY HAVE A RESTAURANT FOR THE ACCOMMODATION OF ITS GUESTS, PROVIDED IT CAN MEET THE REQUIREMENTS OF THIS PARAGRAPH.

6. HOSPITALS, CONVALESCENT HOMES, ELEMOSYNARY AND PHILANTHROPIC INSTITUTIONS. PUBLIC HEARING FOR MENTAL, ETC.

7. MULTIPLE FAMILY HOUSING PROJECTS - WHERE IT IS DESIRED TO LOCATE BUILDINGS WITHOUT REGARD TO INTERIOR SIDE LOT LINES, REAR LOT LINES AND SPECING REQUIREMENTS. PERMITTED ONLY AFTER PUBLIC HEARING.

8. PRIVATE CLUBS, LODGES, FRATERNITIES AND SORORITIES WHOSE PARENT ORGANIZATION IS STATEWIDE OR NATIONAL IN SCOPE; PROVIDED PARENT ORGANIZATION HAS BEEN IN EXISTENCE FIVE (5) YEARS, OTHERWISE A PUBLIC HEARING SHALL BE HELD.

9. CABANAS, PROVIDED THEY ARE STRICTLY INCIDENTAL TO APARTMENT HOUSE, APARTMENT HOTEL, MOTEL OR HOTEL. CABANAS SHALL NOT BE USED FOR OVERNIGHT SLEEPING QUARTERS.

10. PUBLIC ART GALLERIES, PUBLIC LIBRARIES, PUBLIC MUSEUMS, MEDICAL AND DENTAL CLINICS.

11. HOTELS OR APARTMENT HOTELS WITH FIFTY (50) OR MORE GUEST ROOMS OR APARTMENT UNITS MAY CONTAIN LIQUOR PACKAGE USE ON THE PREMISES, FOR THE ACCOMMODATION AND USE OF THEIR GUESTS ONLY, PROVIDING THE ESTABLISHMENT HOUSING SUCH USE IS ENTERED ONLY FROM WITHIN THE BUILDING AND DOES NOT HAVE THE APPEARANCE OF COMMERCIAL OR MERCANTILE ACTIVITY AS VIEWED FROM THE HIGHWAY. NO ADVERTISE-

MENT OF THE USE WILL BE PERMITTED WHICH CAN BE SEEN FROM THE OUT-
SIDE OF THE BUILDING. THESE RESTRICTIONS SHALL NOT APPLY WHEN THE
HOTEL, MOTEL OR APARTMENT HOTEL SITE IS IN A COMMERCIAL DISTRICT
AND THE PACKAGE STORE IS A PERMITTED USE.

12. KINDERGARTENS AND DAY NURSERIES.

LOT AREA - MINIMUMS:

LOT AREA 10,000 SQUARE FEET - FRONTAGE 100 FEET
DEPTH 100 FEET

MINIMUM LOT AREA PER FAMILY OR LIVING UNIT FOR AN APARTMENT
HOUSE, MOTEL OR HOTEL SHALL BE FOUR HUNDRED (400) SQUARE FEET.

LOT COVERAGE:

THE MAXIMUM AREA COVERED BY ALL BUILDINGS ON THE LOT SHALL
NOT EXCEED FIFTY PERCENT (50%) OF THE LOT.

PRINCIPAL BUILDING SETBACKS:

1. MINIMUM SETBACK FROM THE FRONT RIGHT-OF-WAY LINE
SHALL BE TWENTY-FIVE FEET (25').
2. MINIMUM SETBACK FROM ANY SIDE PROPERTY LINE ABUTTING
A HIGHWAY RIGHT-OF-WAY SHALL BE FIFTEEN FEET (15').
3. MINIMUM SETBACK FROM AN INTERIOR SIDE PROPERTY LINE
SHALL BE TEN FEET (10'), EXCEPT THAT UNDER THE FOLLOWING CON-
DITIONS A FIFTEEN-FOOT (15') SIDE SETBACK WILL BE PERMITTED:

- (A) WHEN THE STRUCTURE IS LIMITED TO NOT MORE THAN
TWO (2) STORIES IN HEIGHT.
- (B) WHERE DOORS, WINDOWS OR OTHER OPENINGS IN THE
BUILDING WALL OF A LIVING UNIT FACE A WALL OF
THE WING OF THE SAME BUILDING AND/OR A WALL OF
ANOTHER BUILDING ON THE SAME SITE, THERE SHALL
BE PROVIDED A MINIMUM CLEAR DISTANCE OF NOT
LESS THAN THIRTY FEET (30'). SAID DISTANCE
BE MEASURED ON A LINE PROJECTED AT RIGHT ANGLE
AT THE OPENING, FROM THE WALL CONTAINING THE
OPENING TO THE OPPOSITE WALL. THESE SPACING
REQUIREMENTS SHALL APPLY TO ALL STRUCTURES ON
THE SITE; PROVIDED FURTHER THAT CANTILEVERS
AND OPEN PORCHES MAY PROJECT FROM THE BUILDING
WALL INTO THE REQUIRED OPEN SPACE (COURT ONLY)
NOT MORE THAN FOUR FEET (4'), AND THAT STAIR-
WAYS MAY PROJECT FROM THE BUILDING WALL NOT
THE REQUIRED OPEN SPACE (COURT ONLY) NOT MORE
THAN SEVEN AND ONE-HALF FEET (7½').

STAIRWAYS, WHEN LOCATED IN THE REQUIRED OPEN
SPACE (COURT), SHALL BE SUPPORTED BY THE NECESSARY
COLUMNS ONLY, SUPPORT BY A WALL IS STRICTLY
PROHIBITED.

ACCESSORY BUILDINGS (WHERE NOT IN VIOLATION
WITH THE FOREGOING REQUIREMENTS) MAY BE LOCATED

NOT NEARER THAN FIFTEEN FEET (15') TO THE PRINCIPAL STRUCTURE OR STRUCTURES.

- (c) WHERE STRUCTURES ARE MORE THAN TWO (2) STORIES IN HEIGHT, MINIMUM REQUIRED SPACING SHALL BE FORTY FEET (40').

OTHER SPACING:

NO HOSPITAL, CONVALESCENT HOME, ELEEMOSYNARY OR PHILANTHROPIC INSTITUTION SHALL BE LOCATED WITHIN ONE HUNDRED FEET (100') OF ANY EU, RU-1 OR RU-2 ZONES, OR WITHIN FIFTY FEET (50') OF ANY PROPERTY UNDER DIFFERENT OWNERSHIP.

SQUARE FOOT CONTENT:

THE MINIMUM SQUARE FOOTAGE FOR AN APARTMENT HOUSE, APARTMENT HOTEL OR HOTEL SHALL BE THREE (3) TIMES THE SQUARE FEET SPECIFIED FOR A SINGLE FAMILY RESIDENCE IN THE AREA.

CONSTRUCTION:

1. ALL MULTIPLE FAMILY STRUCTURES AND ACCESSORY BUILDINGS THERETO SHALL BE OF MASONRY CONSTRUCTION.

2. HOTELS, APARTMENT HOTELS, HOTELS, APARTMENT HOUSES AND ROOMING HOUSES SHALL BE CONSTRUCTED OR REMODELED IN ACCORDANCE WITH THE RULES OF THE FLORIDA HOTEL COMMISSION. MINIMUM LOT AREA REQUIRED PER LIVING UNIT OR GUEST ROOM SHALL BE FOUR HUNDRED (400) SQUARE FEET.

3. ANY BUILDING ERECTED IN THIS ZONE WHICH EXCEEDS TWO (2) STORIES IN HEIGHT SHALL BE OF FIRE RESISTIVE CONSTRUCTION AS SPECIFIED IN THE BUILDING CODE.

4. CABANAS AND OTHER ACCESSORY BUILDINGS SHALL COMPLY WITH THE BUILDING CODE.

OTHER REQUIREMENTS:

PROVISIONS SHALL BE MADE FOR A PARKING AREA OFF THE HIGHWAY RIGHT-OF-WAY, AS PROVIDED ELSEWHERE IN THESE REGULATIONS.

SECTION 10

ZONE BU-1 - NEIGHBORHOOD RETAIL BUSINESS DISTRICT:

NO LAND, BODY OF WATER AND/OR NO STRUCTURE SHALL BE USED OR PERMITTED TO BE USED, AND NO STRUCTURE SHALL BE HEREAFTER ERECTED, CONSTRUCTED, MOVED, RECONSTRUCTED OR STRUCTURALLY ALTERED OR MAINTAINED IN ANY ZONE OF CLASSIFICATION BU-1, WHICH IS DESIGNED, ARRANGED OR INTENDED TO BE USED OR OCCUPIED FOR ANY PURPOSE, EXCEPTING FOR ONE (1) OR MORE OF THE FOLLOWING USES, UNLESS OTHERWISE PROVIDED:

2. IF SUCH EXISTING STRUCTURE DOES NOT WARRANT REMODELING OR RELOCATING, THEN A NEW STRUCTURE MAY BE ERECTED ON THE REMAINING PORTION OF THE PREMISES, PROVIDING THE SAME DOES NOT EXCEED IN SIZE THE ORIGINAL STRUCTURE AND PROVIDING THAT THE NEW STRUCTURE CAN BE ERECTED ON THE SITE IN ACCORDANCE WITH APPLICABLE ZONING REGULATIONS.

4. IF THE EXISTING STRUCTURE IS SUCH THAT IT CAN BE RELOCATED ON THE PORTION OF PREMISES REMAINING, THEN THE SAME CAN BE RELOCATED, PROVIDING IT COMPLIES WITH APPLICABLE ZONING REGULATIONS.

SECTION 17

CONSTRUCTION REQUIREMENTS:

1. THE VALUE OF BUILDINGS, INCLUDING BUSINESS AND INDUSTRIAL, SHALL BE IN KEEPING WITH EXISTING, UNBROKEN DEED RESTRICTIONS, AND SHALL BE IN REASONABLE RELATION TO AVERAGE VALUES IN THE NEIGHBORHOOD.

2. AS A BASIS FOR JUDGING VALUES, REQUIRING SAFE CONSTRUCTION AND APPLYING THE STANDARDS REQUIRED BY THESE REGULATIONS, THE SOUTHERN BUILDING CODE WILL PROVIDE STRUCTURAL REQUIREMENTS FOR BUILDING, ALTERING OR REPAIRING, BUT ONLY INsofar AS THEY APPLY TO STRUCTURAL REQUIREMENTS, SHALL BE AND HEREBY ARE INCORPORATED IN THIS RESOLUTION AND MADE A PART THEREOF, EXCEPT WHERE OTHERWISE EXPRESSLY PROVIDED HEREIN; AND ALL PROVISIONS, REQUIREMENTS, RESTRICTIONS AND REGULATIONS OF SAID BUILDING CODE SHALL APPLY TO ANY BUILDING TO BE ERECTED, ALTERED, REPAIRED, IMPROVED OR MOVED WITHIN SAID UNINCORPORATED AREAS OF MONROE COUNTY.

3. THE FOUNDATION OF A STRUCTURE SHALL BE STARTED WITHIN THIRTY (30) DAYS AFTER ISSUANCE OF A PERMIT OR THE PERMIT SHALL BECOME NULL AND VOID. IN THIS EVENT, A NEW PERMIT SHALL BE OBTAINED BEFORE CONSTRUCTION IS COMMENCED. IF SAID PERMIT IS RENEWED WITHIN SIXTY (60) DAYS, CREDIT SHALL BE GIVEN FOR THE ORIGINAL FEE PAID. UNLESS AGREEMENT IS APPROVED IN WRITING BY THE ZONING DIRECTOR FOR TIME EXTENSION, THE OUTSIDE OF ALL STRUCTURES SHALL BE COMPLETED AND PAINTED OR SUITABLY DECORATED WITHIN NINETY (90) DAYS AFTER FOUNDATIONS ARE STARTED.

4. WHERE METHODS OF CONSTRUCTION OR USE OF MATERIAL OTHER THAN REQUIRED BY THE PROVISIONS OF THIS RESOLUTION ARE PROPOSED, APPLICANT FOR SUCH SPECIAL PERMIT SHALL MAKE WRITTEN REQUEST TO THE ZONING DIRECTOR FOR APPROVAL OF SAID ALTERNATE MATERIALS OR METHODS OF CONSTRUCTION AND SAME SHALL NOT BE USED UNLESS AND UNTIL SAID ZONING DIRECTOR HAS GIVEN HIS APPROVAL THEREOF IN WRITING.

5. UNLESS OTHERWISE PROVIDED IN THIS RESOLUTION OR SUBSEQUENT ZONING RESOLUTIONS, OR DELINEATED ON THE COUNTY ZONING MAPS THE MINIMUM SIZE PRINCIPAL SINGLE FAMILY DWELLING SHALL BE SEVEN HUNDRED AND FIFTY (750) SQUARE FEET OF USABLE FLOOR SPACE, EXCLUSIVE OF BREEZEWAYS, PORCHES, CARPORTS AND GARAGES.

To Whom It May Concern:

08/08/2025

As the former listing agent for 107 Carroll St, in 2004, my determination that the property was a triplex was based on the presence of three electric meters, the garbage assessment records, and the EDU (Equivalent Dwelling Unit) count.

During my time as a council member, it was standard practice to use the number of electric meters as the primary indicator of the number of dwelling units on a property. While questions occasionally arose regarding water meters, it was well understood that in the 1970s and 1980s, the cost of installing additional water meters was prohibitively high, often upwards of \$15,000 each. As a result, property owners rarely installed more than the minimum number of water meters required to operate a property.

Sincerely,

Jim Mooney
Jim Mooney (Aug 8, 2025 14:11:58 EDT)

08/08/2025

Jim Mooney

March 25, 2024

To Whom It May Concern:

I was the owner of 107 Carroll Street A, B and C, Islamorada, Florida from 1994 to 1996. When I bought and sold the property, it was a triplex and it had three separate electric meters. As far as I am aware, the property was always a triplex.

The property has also been known as 107 E Carroll St, and 107 Carroll St. The property ID is 00400690-00000.

Thank you very much,

Pauline Robbins

Pauline Robbins
352.208.2113



Regina Behlen
3/26/24

105 San Juan Dr
Islamorada, FL 33036

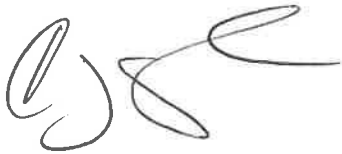
April 6, 2024

To Whom It May Concern:

In 1996, my husband and I purchased 107 Carroll St, A, B and C. It was a triplex with three electric meters. The seller was Pauline Robbins. We sold it in 2006 the same way we bought it, as a triplex with three electric meters.

The property had also been known to us as 107 E Carroll St. A, B and C.

Thank you

A handwritten signature in dark ink, appearing to be 'CH' followed by a stylized flourish.

Christy Hughes



1492981-20230125







Ty Harris <tyharrispa@gmail.com>

Fw: FCAA 545101-009898 107 S Carroll St.

1 message

Lisa Magrane <bmagranemd@bellsouth.net>

Wed, Aug 27, 2025 at 4:24 PM

To: Ty Harris <tyharrispa@gmail.com>

Hi Ty

We have some useful additional evidence to add to our case. We were investigating our high water bill and found out that there are 3 EDU's assigned to 107 Carroll St. These are not easy to set up and certainly supports a Triplex. The Village accepted the 3 EDU according to FCAA which would date it to the village inception and be evidence that it was in place before.

(see below)

Thank you

Brian

----- Forwarded Message -----

From: Lisa Magrane <lmagrane@bellsouth.net>**To:** "bmagranemd@bellsouth.net" <bmagranemd@bellsouth.net>**Sent:** Wednesday, August 27, 2025 at 03:44:18 PM EDT**Subject:** Fwd: FCAA 545101-009898 107 S Carroll St.

Sent from my iPhone

Begin forwarded message:

From: Ashley Schindler <aschindler@fcaa.com>**Date:** August 27, 2025 at 3:42:18 PM EDT**To:** lmagrane@bellsouth.net**Subject:** FCAA 545101-009898 107 S Carroll St.

Good Afternoon Lisa,

Your base Wastewater is being billed from the Village of Islamorada 3 EDU's which is \$121.23 instead of \$40.41.

We bill third party for them so you would need to contact them if this is incorrect and they will reach out to us to change it.

Let me know if you have any questions.

Thank you.

Date	Details	Amount
8/15/2025	Reading for meter 07091381	
	W RES 5/8 Prev. = 2548778 Curr. = 2555363 Diff. = 6585	
	W RES 5/8 Water base facil,EF-10/1/2024, 22.88	22.88
	W RES 5/8 Water usage char,EF-10/1/2024, 6000 x 0.00961	57.66
	W RES 5/8 Water usage char,EF-10/1/2024, 585 x 0.01405	8.22
	W RES 5/8 Water restrictio,EF-10/1/2024, 6000 x 0	
	W RES 5/8 Water restrictio,EF-10/1/2024, 585 x 0	
	WW ISLA CUSTOME WW Islamorada Cu,EF-10/1/2019, 10.56	10.56
	WW RSA MULT RES Wastewater Base ,EF-10/1/2019, 40.41	121.23
	WW RSA MULT RES Wastewater Flow ,EF-10/1/2019, 6585 x 0.00652	42.93
	Total current charges	263.48

Actions		File	Tools	Help																					
Connection Number	4																								
Meter Group																									
Multiplier Group																									
Remote Meter																									
Install Date	0/0/0000																								
Remote Type																									
Transformers																									
Meter Housing																									
Transponder																									
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Ashley Schindler | Florida Keys Aqueduct Authority -www.fkaa.com

Customer Service Representative

3200 Overseas Hwy

Marathon, FL. 33050

aschindler@fkaa.com

305-295-2253 direct

305-296-2454

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